

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 13TH, 2016
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 Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments 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 – 21)

5. Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$828.10
To	0100.0475.004999	Miscellaneous	\$828.10

6. Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004231	Travel	\$1,000.00
From	0100.0560.003004	Ammunition	\$500.00
From	0100.0560.003003	Radio Equipment	\$3,594.00
From	0100.0560.003006	Office Equipment	\$3,000.00
To	0100.0560.003530	Investigative Supplies and Svc	\$8,094.00

7. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-05711	Heavy Equipment > \$5,000	\$209,000.00
From	0200-0210-05400	Bridges	\$126,000.00
To	0200-0210-03599	Road Constr./Maint.	\$335,000.00

8. Discuss, consider and take appropriate action on a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003200	Medical Supplies	\$2000.00
To	0100.0540.003307	Pharmaceuticals	\$2000.00

9. Discuss, consider and take appropriate action on a line item transfer for the District Attorney Asset Forfeiture Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0408.0698.005740	Computer Equipment >\$5000	1000.00
To	0408.0698.001941	DA On Call Supplement	1000.00

10. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,500
To	0100-0453-004192	JP#3/Transport Autopsies	\$2,500

11. Discuss, consider, and take appropriate action on authorizing the disposal of a County asset through sale to insurance company; (1) 2012 White Chevy Silverado Ext Cab; pursuant to Texas Local Government Code Section 263.152.
12. Receive and acknowledge Supplemental Work Authorization No. 2 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for survey services on CR 225. This supplemental is to extend the expiration date to September 30, 2017 only. The current Work Authorization dollar amount will remain the same.
13. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Raba Kistner Consultants, Inc. and Williamson County dated February 18, 2015 for On Call Geotechnical and Lab Testing Services. This supplemental is to extend the expiration date to September 30, 2017 and increase the maximum amount payable to \$40,000.

14. Receive and acknowledge Supplemental Work Authorization No.2 under Williamson County Contract between Cobb Fendley and Associates, Inc. and Williamson County dated February 10, 2015 for on call utility coordination and relocation services. This supplemental is to extend the expiration date to September 30, 2017 only. The current Work Authorization dollar amount will remain the same.
15. Receive and acknowledge Supplemental Work Authorization No.1 under Williamson County Contract between Surveying And Mapping (SAM) LLC. and Williamson County dated February 26, 2015 for survey services at the Williamson County Expo Center. This supplemental is to extend the expiration date to December 30, 2016 only. The current Work Authorization dollar amount will remain the same.
16. Receive and acknowledge Work Authorization No. 6 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for on call survey on various county roads for Williamson County Road and Bridge.
17. Receive and acknowledge Supplemental Work Authorization No.1 under Williamson County Contract between Surveying And Mapping (SAM) LLC. and Williamson County dated February 6, 2015 for on call on call professional survey services. This supplemental is to extend the expiration date to September 30, 2017 only. The current Work Authorization dollar amount will remain the same.
18. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
19. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Phase 1 subdivision - Pct 3
20. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 4 Phase 2 subdivision - Pct 3
21. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Stonewood Acres subdivision - Pct 3

REGULAR AGENDA

22. Discuss, consider and take appropriate action to recognize Deborah M. Hunt as the recipient of Marillyn Albert Achievement Award from the Texas Association of Assessing Officers.
23. Discuss, consider and take appropriate action on proclaiming September 26th through October 2nd as Diaper Need Awareness Week.
24. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
25. Discuss and take appropriate action on a Residential Lease Agreement with Ed and Teresa Self for property located on FM 972.
26. 10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archives for 2016-2017.
27. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archives for 2016-2017.

28. 10:15 AM Hold public hearing on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive Fund for 2016-2017.
29. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archives for 2016-2017.
30. Discuss, consider, and take appropriate action on distribution of funds for the Hutto Education Foundation.
31. Discuss, consider and take appropriate action regarding the adoption of the 2016 tax rates for Williamson County.
32. Discuss, consider and take appropriate action on the final approval to accept and use the Building Efficiency: Cite and Release Grant award.
33. Discuss, consider and take appropriate action regarding LexisNexis Contract Subscription Plan Amendment for the Williamson County Attorney's Office.
34. Discuss, consider, and take appropriate action on the FY16/17 Budget Order.
35. Discuss, consider and take appropriate action on the contract for services with the Williamson County Museum for FY17.
36. Discuss, consider and take appropriate action on a Business Associate Agreement between Williamson County, Texas and Commission on Accreditation of Ambulance Services to ensure access to and use of Williamson County EMS patient information is in compliance with the requirements of HIPPA.
37. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL025C Damaged Roads
38. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL034C Driveways
39. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL037C Driveways
40. Discuss, consider and take appropriate action on approving Fiscal Year 2017 Motorola Maintenance Services Contracts S00001018218; S00001025308; S00001018224; S000010118227 as per HGAC contract #RA05-15.
41. Discuss, consider and take appropriate action on authorizing the Purchasing Department to have any county-approved auction company hold on-line auctions for the sale of surplus county property on the following dates: November 9th-23rd in 2016, January 11th-25th in 2017, March 15th-29th in 2017, April 5th-19th in 2017, May 17th-31st in 2017, July 12th-26th in 2017 and September 13th-27th in 2017. All auctions closing by 5pm CST on these dates.

42. Discuss, consider, and take appropriate action regarding annual request to exempt from competitive bidding/proposal requirements pursuant to Tex. Loc. Gov't Code §262.024(11) ("vehicle and equipment repairs") (i.e., those not covered by insurance coverage and that are paid for from county funds) for FY2016 / 2017 based on criteria and definitions provided by the Williamson County Purchasing Agent.
43. Discuss, consider, and take appropriate action on awarding RFP#1606-096, Risk Policies, to the highest scoring proposer, Texas Association of Counties (TAC) for the following coverage lines: Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, and Public Officials Liability and rejecting General Liability and uninsured motorist coverage.
44. Discuss, consider and take appropriate action on an order declaring an emergency a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370513	TDC Transport Reimbursement	\$5,392.73

45. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.004231	Travel	\$5,392.73

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)."

46. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Project Fiji
 - e) Leander Medical Center
 - f) Project Monkey

47. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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.)
- A. Real Estate Owned by Third Parties
1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss proposed acquisition of property for right-of-way for SH 195
 - b) Discuss proposed acquisition of property for proposed SH 29 project.
 - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: SW Bypass
 - f) Discuss the acquisition of real property: Neenah Blvd.
 - g) Discuss the acquisition of real property: CR 111
 - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - i) Discuss the acquisition of real property: CR 258
 - j) Discuss the acquisition of real property: Inner Loop.
 - k) Discuss the acquisition of real property for County Facilities.
 - l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
 - m) Discuss the acquisition of Easement interests on CR 240.
 - n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - o) Discuss the acquisition of real property: Arterial H
 - p) Discuss the acquisition of easements on the Forest North project.
 - q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
 - s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
 - u) Discuss residential lease agreement with Ed & Teresa Self for property on FM 972.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
 - c) Discuss possible sale of 183 A excess right of way
 - d) Discuss proposed sale of real estate of Blue Springs Blvd
 - e) Discuss abandonment of CR359.
 - f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
48. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - f) County Road 241 utility and Right-of-Way Issues and matters;
 - g) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - h) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th

Judicial District Court of Travis County

- i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- j) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Claims of Texas Association for Children and Families
- m) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- n) Legislative changes to firearms laws and possession of firearms on county property
- o) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- q) Notice of claim and demand of Morgan Lee Roach.
- r) Labor and employment law review of Employee Policy Manual provisions and amendments.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Discuss damage claim from Southwest Milam Water Supply Corporation.
- y) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

- 49. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
- 50. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 51. Discuss and take appropriate action concerning economic development.
- 52. Discuss and take appropriate action concerning real estate.
- 53. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client

relationship clearly conflicts with Chapter 551 of the Texas Government Code.

- f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- g) County Road 241 utility and Right-of-Way Issues and matters;
- h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
- j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
- k) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
- l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- m) Claims of Texas Association for Children and Families
- n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
- p) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- r) Notice of claim and demand of Morgan Lee Roach.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.
- y) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

54. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

55. Comments from Commissioners.

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 _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 09/13/2016

Line Item Transfer

Submitted For: D. Hobbs

Submitted By: Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

Background

plaques to honor our Victim Advocates

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$828.10
To	0100.0475.004999	Miscellaneous	\$828.10

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/08/2016 10:37 AM

09/08/2016 10:38 AM

Started On: 09/06/2016 01:13 PM

Commissioners Court - Regular Session

6.

Meeting Date: 09/13/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Background

The requested transfer is to provide the necessary funds for the destruction of chemicals, bio-hazards, and marijuana that have accumulated over the past several years in the evidence storage area at the Williamson County Sheriff's Office. These chemicals, bio-hazards, and marijuana were collected during investigations of persons using or manufacturing drugs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004231	Travel	\$1,000.00
From	0100.0560.003004	Ammunition	\$500.00
From	0100.0560.003003	Radio Equipment	\$3,594.00
From	0100.0560.003006	Office Equipment	\$3,000.00
To	0100.0560.003530	Investigative Supplies and Svc	\$8,094.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Ashlie Koenig

Date

09/07/2016 10:27 AM

09/07/2016 02:12 PM

09/08/2016 10:39 AM

Started On: 09/06/2016 03:18 PM

Commissioners Court - Regular Session

7.

Meeting Date: 09/13/2016

Line Item Transfer

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

This transfer is necessary in order to conduct much needed maintenance on Ronald Reagan from SH 29 to 2.3 miles North of SH 29.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-05711	Heavy Equipment > \$5,000	\$209,000.00
From	0200-0210-05400	Bridges	\$126,000.00
To	0200-0210-03599	Road Constr./Maint.	\$335,000.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 09/09/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Wendy Coco

Date

09/08/2016 09:25 AM

09/08/2016 10:39 AM

09/09/2016 10:09 AM

Started On: 09/07/2016 04:55 PM

Commissioners Court - Regular Session

8.

Meeting Date: 09/13/2016

WCEMS LIT for pharmaceuticals

Submitted For: Kenny Schnell

Submitted By: Kenny Schnell, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for EMS.

Background

This is a line item transfer request to provide additional funds for the remainder of FY'16 for projected pharmaceuticals supply needs in EMS system.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003200	Medical Supplies	\$2000.00
To	0100.0540.003307	Pharmaceuticals	\$2000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Kenny Schnell

Final Approval Date: 09/09/2016

Reviewed By

Wendy Coco

Wendy Coco

Date

09/08/2016 10:37 AM

09/09/2016 10:09 AM

Started On: 09/08/2016 09:35 AM

Commissioners Court - Regular Session

9.

Meeting Date: 09/13/2016

Line Item Transfer for District Attorney Asset Forfeiture Fund

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the District Attorney Asset Forfeiture Fund.

Background

Additional monies are needed in the DA On Call Supplement line to fund this thru the end of the Fiscal Year. The line item is slightly short due to some Fiscal Year 2015 Supplements not being turned in to payroll until Fiscal Year 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0408.0698.005740	Computer Equipment >\$5000	1000.00
To	0408.0698.001941	DA On Call Supplement	1000.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 09/09/2016

Reviewed By

Wendy Coco

Wendy Coco

Date

09/08/2016 10:37 AM

09/09/2016 10:09 AM

Started On: 09/08/2016 10:24 AM

Commissioners Court - Regular Session

10.

Meeting Date: 09/13/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #3.

Background

The autopsy travel line has been exhausted. We currently have \$600 in invoices to be paid and another month of bills expected. Additional Judge Gravell will be on call one of those weekends.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,500
To	0100-0453-004192	JP#3/Transport Autopsies	\$2,500

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 11:39 AM

Started On: 09/08/2016 10:40 AM

Commissioners Court - Regular Session

11.

Meeting Date: 09/13/2016

ASSET STATUS CHANGE - SALE TO INSURER 9/8/16

Submitted For: Max Bricka

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of a County asset through sale to insurance company; (1) 2012 White Chevy Silverado Ext Cab; pursuant to Texas Local Government Code Section 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Form

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 09/08/2016

Reviewed By

Kerstin Hancock
Wendy Coco

Date

09/08/2016 11:01 AM
09/08/2016 11:39 AM
Started On: 09/08/2016 10:30 AM



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle: 9:06:15 4:40PM

1GCRCE05CZ216104	560	SB1204
Vehicle Identification Number	Department	Door Number
1136999	CHEVROLET	EXT CAB SILVERADO
License Plate Number	Year	Make
		Model
		Color
2012		WHITE
Year		Color

2) Reason for Status Change:

Accident
Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
 2. The Official Accident Report
 3. A Vehicle Insurance / Litigation Form

High Mileage: List actual mileage 104,058
 Not mechanically sound

Other: Explain **RECEIVED**
AUG 19 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Totaled Vehicle: Sale to Insurance Company / Per Gloria Bryfogle @ TAC

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature *[Signature]* Date 8-2-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

SALE at the earliest auction TRANSFER between county departments

SALVAGE for parts

TRADE-IN for new assets of same general type for the county

SALE to a government entity / civil or charitable organization in the county at fair market value

Other: Sale to Insurance

Print Name: R. Roberts Signature: *[Signature]* Date: 8-3-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: *[Signature]*

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: _____

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session

12.

Meeting Date: 09/13/2016

Walker Texas Surveyors supplemental 2 to work authorization 2 for CR 225

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 2 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for survey services on CR 225. This supplemental is to extend the expiration date to September 30, 2017 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Supplemental 2 to work authorization 2 extend time for CR 225

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 09/07/2016 12:49 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2
WILLIAMSON COUNTY PROJECT: Survey services for CR 225

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 2 dated effective **March 29, 2016** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Work Authorization shall terminate on **September 30, 2017**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Surveyor that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this ____ day of _____, 20__.

SURVEYOR:
Walker Texas Surveyors, Inc.

By: *Karen J. Walker*
Signature

Karen J. Walker
Printed Name

President
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

- Attachment A - Services to be Provided by County
- Attachment B - Services to be Provided by Surveyor
- Attachment C - Work Schedule
- Attachment D - Fee Schedule

ATTACHMENT A - SERVICES PROVIDED BY THE COUNTY

1. Provide the specification requirements for all surveys
2. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. Designate a project manager to serve as the Counties point of contact with the Surveyor.
4. Provide Aluminum caps for Iron Rods, if applicable.
5. Provide Brass Disc's for flush mount ROW markers, if applicable.

ATTACHMENT B - SERVICES PROVIDED BY THE SURVEYOR

SCOPE OF SERVICES AND FEE ESTIMATE

DETAILED LIMITS OF PROJECT: CR 225 Parcel across Reed and Smith property located in Florence Texas. One (1) Acquisition Parcels: One (1) Parcel across Smith owned property and One (1) Parcel across South end extension of Reed owned property. Walker Texas Surveyors, Inc. (WTS) proposes to provide the following surveying services to Williamson County, Texas

- All below tasks are in addition to the previous WA Number 2.
- Provide Design Topographic of the Southerly extension of the Reed property.
- Create One (1) Right-of-Way (ROW) Parcel Exhibit. Being over the southern portion of the Cecil D. Reed property (existing fence line to fence line).
- Provide (1) ROW Parcel over and across the James Smith property along the existing caliche road outlined on attached Exhibit A.

RIGHT-OF-ENTRY (ROE)

- WTS will continue to operate and remain in contact with private land owners per previous ROE conditions. Any communication or correspondence denying access will be forwarded to Wilco Trans Engineers office (Wilco) for optional efforts or resolution.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will extend previously established Control Monuments from WA#2. These points are rectified to Texas State Plane, Central Zone Coordinate System (NAD 83) for Horizontal and Vertical will be rectified to NAVD 88 adjustment for this project unless otherwise requested.
- Four additional (4) Primary Control Monuments will be established.

DEED PLOT / WORKING SKETCH

- WTS will expand research the Wilco Deed records to create a working sketch and deed plot of subject tract and Direct adjoiners.

TOPOGRAPHIC FIELD SURVEY

- WTS will densify the previously established Primary Control, as needed to complete this scope of services, by utilizing Network GPS, Robotic and /or Conventional traversing methods.

- Design Topographic Survey will be 100 foot wide maximum and include spot elevations and break lines sufficient to generate 1' contour intervals within the project. The point cloud will extend outside the surveyed area in order to insure accuracy of the contours.
- Bridges will be detailed along with any concrete structures associated with the drainage structure itself. Digital photos will be taken of each end of the culvert and will be provided as part of the deliverables.
- All visible and observable utilities will be located within the 100 foot wide Design Topographic corridor. Other than stated above, no utility records research by WTS is being included in this proposal.
- Locate any driveways and/or streets within the project area.
- New ROW Monuments will be set per above. Unknown however anticipated not to exceed thirty (30).
- WTS will quality check the project using the final 2D and 3D maps to insure accuracy and completeness.

PRODUCTION OF SURVEY DELIVERABLES

- Parcel, Exhibits (Sketch and Legal Descriptions) will be prepared per Wilco direction. Two (2) Parcels total are anticipated.
- WTS will prepare all digital deliverables in Microstation and Geopak for the TIN (surface) Survey field notes and supporting electronic data will be made available upon request or as stated above.
- WTS will deliver the specified files stated above after the completion of this project.
- WTS will deliver 2 copies of signed and sealed Legal descriptions and sketch exhibits to Wilco and their agents upon completion.

ATTACHMENT C

WORK SCHEDULE

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

Anticipated NTP: Upon receipt of executed agreement between the County and Surveyor

Anticipated Field Start: Immediately upon NTP and ROE approval

Anticipated Delivery on or before: 2 to 3 weeks after NTP or per needs of project as coordinated by the Surveyor

Anticipated Delivery of Parcel Exhibits: 2 Weeks after final approval of Alignment from the County NTP

ATTACHMENT D

FEE SCHEDULE

See attached sheet.

RATE SCHEDULE

HOURLY RATES – Walker Texas Surveyors

Classification	Rates
RPLS	\$130.00 per hour
Project Manager	\$145.00 per hour
Survey Technician	\$85.00 per hour
GPS Data Processing	\$85.00 per hour
CAD Draftsman	\$75.00 per hour
Research	\$60.00 per hour
Administrative	\$60.00 per hour
Expert Witness/Testimony/Deposition Services	\$1,000.00 per day
One (1) Person Field Crew with Robotic	\$120.00 per hour
Two (2) Person Field Crew Conventional or GPS	\$150.00 per hour
Additional Crewmember	\$35.00 per hour
GPS Receiver (unmanned)	\$30.00 per hour
Extra Vehicle, Flat Bottom Boat, 4 Wheeler	\$100.00 per day
Direct Expenses	
Transportation:	
By Firm's Passenger Vehicles (Note 1)	IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	
Subsistence of out-of-city work	\$150.00 min. per day per person based on cost
Reproduction and Printing by Firm, Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Cost

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

Commissioners Court - Regular Session

13.

Meeting Date: 09/13/2016

Raba Kistner Supplemental 1 to Work Authorization 1 for On Call Geotechnical and Lab Testing Services

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Raba Kistner Consultants, Inc. and Williamson County dated February 18, 2015 for On Call Geotechnical and Lab Testing Services. This supplemental is to extend the expiration date to September 30, 2017 and increase the maximum amount payable to \$40,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Raba Kistner - Supp 1 to WA1 - On Call Geotech and Lab Testing

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 09/07/2016 01:31 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT: On Call Geotechnical and Lab Testing Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Raba Kistner Consultants, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 1 dated effective **February 5, 2016** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Work Authorization shall terminate on **September 30, 2017**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".
- II. The maximum amount payable for services under the Work Authorization is hereby increased from **\$20,000** to **\$40,000**. The revised Work Schedule is attached hereto as Attachment "D".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Surveyor that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this 2nd day of September, 2016.

SURVEYOR:

Raba Kistner Consultants, Inc.

COUNTY:

Williamson County, Texas

By: 
Signature

By: _____
Signature

Gabriel Orvelas Jr.
Printed Name

Printed Name

Vice President
Title

Title

September 2nd, 2016
Date

Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will direct type of services to be provided.
2. County will provide timely reviews and decisions necessary to enable Raba Kistner to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide points of contact, to be identified upon Notice to Proceed.
4. County will provide project management.

Attachment B - Services to be Provided by Surveyor

1. Perform services and related reports associated with Attachment D.
2. Miscellaneous.

Attachment C - Work Schedule

Raba Kistner shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Raba Kistner on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

TITLE	HOURLY Rate
Principal	\$ 200.00
Senior Engineer/Consultant	\$ 200.00
Project Manager	\$ 175.00
Project Engineer	\$ 135.00
Engineer	\$ 100.00
Engineer in Training	\$ 90.00
Geotechnical Technician	\$ 60.00
CADD Operator	\$ 80.00
Clerical	\$ 55.00
Geologist	\$ 110.00
Environmental Scientist	\$ 105.00
Lead Technician	\$ 60.00
CMT Technician	\$ 50.00
Archaeologist	\$ 110.00
GIS	\$ 90.00

DIRECT EXPENSES

Copies 8 1/2 x 11, 11 x 17	\$0.16/page
Mylar 11 x 17	\$2.10/page
Schematic Plots	\$1.58/sq ft

FIELD DRILLING SERVICES

-1 Auger Drilling (Does not include logging)		
soil	per ft	\$18.00
soft rock	per ft	\$19.00
-2 Standard Wet Rotary (Does not include logging)		
	per ft	\$21.00
-3 No Rock Core (Does not include logging)		
Soft rock (marl, shale)	per ft	\$32.00
Hard rock (limestone, sandstone)	per ft	\$42.00
-4 Non-conventional drilling (barge drilling or unusual time consuming drilling i.e. through bridge)		
	per hr	\$279.30
-5 Field Logging Services		
Geotechnical Technician	per hr	\$60.00
Geologists	per hr	\$110.00
Engineer in Training	per hr	\$90.00
-6 Field Coordination		
Field Engineer	per hr	\$100.00
Flagman	per hr	\$65.00
-7 Mobilization		
Mobilization of truck-mounted rig, rig crew and support	per mile	\$4.00
Field logger trip charge	per mile	\$1.00
Mobilization non-standard equipment (4x4 all terrain rig)		At cost
Barge mobilization and rental		At cost
-8 Sampling		
Standard Penetration Test (ASTM D1586)	per test	\$22.00
Shelby Tube (ASTM D1587)	per test	\$22.00
Texas Cone Penetrometer Test (TMD, Tex-132-E)	per test	\$28.00
-9 Other Expenses/Charges		
Standby Time	per hr	\$225.00
Mileage - non-drilling equipment	per mile	\$1.00
Grout backfill	per ft	\$3.25
Dozer/clearing cost		At cost
Logger truck charge	per day	\$55.00
Standard pavement coring	each	\$75.00
Concrete/AC patch	each	\$64.00
Traffic control- signs, barricades		At cost
All other outside expenses		At cost

FIELD AND LABORATORY UNIT FEES

ASPHALTIC CONCRETE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	\$ 50.00/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	60.00/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	60.00/hr
ASTM D 2950	Nuclear Density Test with Inspection	16.00/ea
	Nuclear Density Test.....	25.00/ea
	Coring (See Coring Fee Schedule)	

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete	\$ 190.00/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	131.00/ea
	Asphaltic Concrete Extraction, Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity).....	459.00/set
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	60.00/set
	Superpave (2 per set).....	124.00/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test.....	60.00/set
	a) Molded Specimen.....	60.00/set
	b) Asphalt Core	51.00/ea
	c) Superpave (2 per set).....	72.00/set
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Stability Test Marshall.....	58.00/set
	Hveem	73.00/set
Asphalt Institute Manual and TxDOT; Mix Designs	Corp of Engineers or FAA.....	1,914.00/ea
	TxDOT Quality Control/Quality Assurance.....	1,914.00/ea
	TxDOT CMHB	2,719.00/ea
	TxDOT Calibration Mix and Pans.....	320.00/ea
	TxDOT Black Base Design, Item 345	1,433.00/ea

ASPHALTIC CONCRETE, continued

REFERENCE	LABORATORY SERVICES		
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	\$	39.00/ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test		63.00/ea
AASHTO TP 33	Fine Aggregate Angularity		49.00/ea
ASTM D 4791-95	Flat and Elongated Particle		49.00/ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)		39.00/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity)		60.00/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test) Preparation Time		51.00/hr
	a) Magnesium - 5 Cycle		484.00/ea
	b) Sodium - 5 Cycle		431.00/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggregate)		187.00/ea
Asphalt Inst. SP-2 TxDOT, Item 3056 AASHTO PP 28-35	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)		5,913.00/ea
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)		90.00/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test) with Freeze/Thaw		513.00/ea
	without Freeze/Thaw		401.00/ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM) Mixture Design	As Requested	
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)		755.00/set
TxDOT, TEX-126-E (Modified)	Molding and Strength		367.00/set
TxDOT, TEX-208-F (Modified)	Molding and Hveem		139.00/set
ASTM D 1559	Molding and Marshall		131.00/set
TxDOT, TEX-103-E	Molded Moisture Content		13.00/ea

CEMENT TREATED BASE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>		
PCA	Sampling Raw Materials for Mix Verification Technician Time	\$	50.00/hr
	Sampling Contractor Processed Material Technician Time		50.00/hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
PCA	Molding Controlled Processed Material	\$	69.00/ea
PCA	Unconfined Compressive Strength Testing		31.00/ea
ASTM D 558; ASTM D 560	Durability (2 Specimens per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw		589.00/set
	<u>Mix Design</u>		
PCA; TxDOT, TEX-120-E; ASTM D 558	Mix Design - Cement Treated Base (Does Not Include Durability)	\$	1,171.00/ea

CONCRETE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>		
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day Technician Time	\$	50.00/hr
	Pick-Up of Test Specimen		50.00/hr
	Standby Time		50.00/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling) a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)		17.00/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)		25.00/ea
	c) "Hold" Cylinder (Additional Charge)		11.00/ea
	d) "Strip" Cylinder (Additional Charge)		13.00/ea
	e) Compressive Strength - 2x2 Cubes		24.00/ea
	f) Dry Density - Concrete Cylinder		44.00/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)		49.00/ea
	Air Content (In Conjunction with Sampling)		
ASTM C 231	a) Pressure		32.00/ea
ASTM C 173	b) Volumetric		38.00/ea
AASHTO T 199	c) Chase		17.00/ea
ASTM C 138	Unit Weight		29.00/ea
ASTM C 143	Additional Slump Test		24.00/ea

CONCRETE, continued

ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	50.00/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens Technician Time	50.00/hr

REFERENCE LABORATORY SERVICES

ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included).....	\$ 301.00/ea
ACI 211.1 (303.R)	Architectural Mix Design	330.00/ea
ACI 211.2	Lightweight Structural Mix Design	310.00/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included).....	\$ 330.00/ea
ASTM C 1202	Chloride Ion Permeability.....	262.00/set
ASTM C 39	Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory.....	28.00/ea
ASTM C 495	Splitting Tensile Strength of Concrete Cylinders Tensile Test.....	44.00/ea
ASTM C 666	Freeze-Thaw Test.....	364.00/set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up).....	53.00/ea
ASTM C 803	Windsor Probe (Includes Surface Preparation).....	85.00/hr
ASTM C 805	Schmidt Rebound Number.....	85.00/hr

CONCRETE AGGREGATES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	\$ 50.00/hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
ASTM C 565	Moisture Content.....	\$ 13.00/ea
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine) a) Loose..... b) Rodded.....	33.00/ea 33.00/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	39.00/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials).....	58.00/test
	Absorption	
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)..... b) Lightweight Aggregate (Coarse).....	25.00/ea 28.00/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specifications a) Coarse, Per Sample	44.00/ea
	b) Fine, Per Sample	52.00/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer than No. 200 (Decantation)	37.00/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test).....	187.00/ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time..... a) Magnesium - 5 Cycle..... b) Sodium - 5 Cycle	51.00/hr 484.00/ea 431.00/ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 565; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Roded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design	144.00/ea 187.00/ea
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	38.00/ea
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	83.00/ea
ASTM C 142	Clay Lumps and Friable Particles	58.00/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate.....	66.00/ea

CORING

REFERENCE

ASTM C 42;
ACI 318

FIELD SERVICES

Technician Time and Equipment

a) One Man	\$ 50.00/hr
b) Two Men	94.00/hr
c) Reinforcing Steel Detector	29.00/day
d) Coring	92.00/day
e) Generator	95.00/day

Bit Wear

a) Limestone Aggregate	6.00/in.in.
b) Quartz Aggregate (River Gravel)	7.00/in.in.

REFERENCE

ASTM C 42

LABORATORY SERVICES

Sawed Ends for Compressive Strength Test

a) Limestone Aggregate	2.00/sq.in.
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ASTM C 39;
ASTM C 42;
ASTM C 174;
ASTM C 617

Compressive Strength of Concrete Core Includes
Measurements, Capping and Testing

25.00/ea

Report Photographs

At Cost

Laboratory Air-Dried Unit Weight

17.00/ea

LIME

REFERENCE

National Lime
Association

FIELD SERVICES

Continuous Observation to Monitor and Record Equipment
Functions, Specific Gravity of the Lime Slurry and Observation
of Stabilization Location and Depth

Technician Time	\$ 50.00/hr
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REFERENCE

ASTM D 422;
TxDOT, TEX-101-E,
Pt. II

LABORATORY SERVICES

Sieve Analysis of Pulverized Materials for Gradation Compliance

\$ 63.00/ea

ASTM D 4318;
TxDOT, TEX-112-E

Lime Series Curve Determination Including Five Atterberg Limits

435.00/ea

PORTLAND CEMENT

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM C 183	Standard Method of Sampling Hydraulic Cement.....	\$	50.00/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen).....		24.00/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar.....		49.00/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles.....		59.00/ea
ASTM C 151	Autoclave Expansion of Portland Cement.....		197.00/ea
ASTM C 187	Normal Consistency of Hydraulic Cement.....		49.00/ea
ASTM C 188	Specific Gravity of Hydraulic Cement.....		57.00/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve.....		57.00/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method).....		49.00/ea
ASTM C 114	Chemical Analysis.....		361.00/ea
ASTM C 91	Water Retention of Masonry Cement.....		92.00/ea
ASTM C 150	Chemical Analysis..... Physical Analysis.....		361.00/ea 717.00/ea

SOILS

<u>REFERENCE</u>	<u>FIELD SERVICES</u>		
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time.....	\$	50.00/hr
	In-Place Moisture-Density Test Technician Time.....		50.00/hr
ASTM D 2922	Nuclear Density.....		25.00/ea
ASTM D 2187; ASTM D 1556	Volumetric Density (Sand Cone).....		72.00/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate).....		50.00/hr
ASTM D 2922	Proof Rolling Observation.....		50.00/hr
	Nuclear Density Test with Observation.....		18.00/ea

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content.....	\$	13.00/ea

SOILS, continued

ASTM D 4318	Atterberg Limits a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E).....	83.00/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits a) Volumetric..... b) Linear (TxDOT, TEX-107-E).....	102.00/ea 102.00/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis a) Washed through No. 40 (Up to 5 Sieves)..... b) Washed through No. 200 (Up to 4 Sieves)..... c) Additional Sieves.....	56.00/ea 53.00/ea 13.00/ea
ASTM D 1140	Amount Finer than No. 200 Sieve.....	56.00/ea
ASTM D 698; ASTM D 1557 AASHTO T 99; AASHTO T 180 TxDOT, TEX-113-E, TxDOT, TEX-114-E MIL STD CE 55A	Moisture-Density Relationship Preparation Time..... ASTM..... AASHTO..... TxDOT..... Corps of Engineers.....	51.00/hr 249.00/ea 249.00/ea 249.00/ea 249.00/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test).....	187.00/ea
ASTM D 1983	California Bearing Ratio - Short Method; includes Moisture-Density Relationship and Three Test Specimens..... Each Additional Specimen.....	3 791.00/set 163.00/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part I..... Part II..... Each Additional Specimen.....	1,314.00/set 1,205.00/set 148.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity.....	83.00/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity).....	273.00/ea
ASTM D 5084	Hydraulic Conductivity.....	421.00/ea
ASTM D 2166	Unit Weight.....	29.00/ea
TxDOT, TEX-116-E	Wet Ball Mill.....	206.00/ea
	Water Content and Visual Classification.....	13.00/ea
	Unconfined Compression (includes unit dry weight) a) Soil Shelby Tube Specimens..... b) Rock Core Specimens..... (1) Sawn Specimen Ends.....	43.00/ea 51.00/ea 11.00/end

SOILS, continued

Triaxial Compression	
a) Unconsolidated-Undrained, Per Specimen.....	78.00/ea
b) Unconsolidated-Undrained, Multistage.....	273.00/ea
Direct Shear	
a) Unconsolidated-Undrained.....	217.00/ea
b) Consolidated-Drained (Sand).....	459.00/ea
Consolidation (Not Including Specific Gravity).....	565.00/ea
Swell Test	
a) Pressure Method.....	298.00/ea
b) Free Swell.....	156.00/ea

GENERAL EXPENSES

Vehicle Trip Charge	\$ 40.00/Trip
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Commissioners Court - Regular Session

14.

Meeting Date: 09/13/2016

Cobb Fendley Supplemental 2 for on call utility coordination and relocation services

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No.2 under Williamson County Contract between Cobb Fendley and Associates, Inc. and Williamson County dated February 10, 2015 for on call utility coordination and relocation services. This supplemental is to extend the expiration date to September 30, 2017 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley WA1- Supplemental 2- extend time - On call

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 09:24 AM

Started On: 09/07/2016 03:28 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT: On Call Utility Coordination and Relocation Services for Road & Bridge Division

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 10, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed **Work Authorization No. 1** dated effective **March 4, 2015** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Work Authorization shall terminate on **September 30, 2017**. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this 1st day of September, 2016.

SURVEYOR:

COUNTY:

Cobb Fendley & Associates, Inc.

By: 
Signature

By: _____
Signature

Sandra G. Khoury, P.E.
Printed Name

Printed Name

Principal
Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

Attachment B - Services to be Provided by Engineer

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Engineer*), involves utility coordination/ relocation services in Williamson County, Texas, (the County) as described below.

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING AND DESIGN
6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION
7. RESEARCH- UTILITY DATA COLLECTION (PLANNING)
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION
10. MISCELLANEOUS

Attachment C - Work Schedule

Work schedules will be developed as work (on call utility coordination/relocation services) are dispatched.

Attachment D - Fee Schedule

Cobb, Fendley & Associates, Inc.
Effective August 2014

<u>Classification</u>	<u>2014 Billing Rate</u>
Senior Engineer / Project Principal.....	\$225.00/HR
Project Manager.....	\$165.00/HR
Project Engineer III.....	\$150.00/HR
Project Engineer II.....	\$125.00/HR
Project Engineer I.....	\$105.00/HR
Senior Technician.....	\$120.00/HR
Technician III.....	\$105.00/HR
Technician II.....	\$95.00/HR
Technician I.....	\$75.00/HR
Licensed State Land Surveyor.....	\$200.00/HR
Registered Professional Land Surveyor.....	\$150.00/HR
4-Man Survey Crew.....	\$165.00/HR
3-Man Survey Crew.....	\$145.00/HR
2-Man Survey Crew.....	\$125.00/HR
1-Man Survey Crew.....	\$105.00/HR
Construction Manager.....	\$165.00/HR
Senior Field Construction Observer.....	\$105.00/HR
Field Construction Observer.....	\$90.00/HR
Senior Utility Specialist.....	\$135.00/HR
Utility Specialist.....	\$120.00/HR
GIS Manager.....	\$145.00/HR
GIS Analyst.....	\$95.00/HR
Right-of-Way Agent.....	\$125.00/HR
Clerical.....	\$65.00/HR
GPS.....	\$32.00/HR/Receiver

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B).....	\$0.45/Foot
Level B - Designation (Without Level C & D).....	\$1.47/Foot
Level A - Location (Non-Destructive Excavation):	
Vertical Depth:	
0 Ft. - 5 Ft.....	\$1,125/Hole
5 Ft. - 8 Ft.....	\$1,580/Hole
8 Ft. - 13 Ft.....	\$1,825/Hole
13 Ft. - 20 Ft.....	\$2,510/Hole
>20 Ft.....	\$3,600/Hole
Ground Penetrating Radar.....	\$250/HR
SUE Technician (With Equipment).....	\$100/HR
Vacuum Excavation Truck with 2 Technicians.....	\$250/HR
Closed Circuit Television (CCTV) with 2 Technicians.....	\$265/HR
Traffic Control Officer.....	@ Cost
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost
Designation & Traffic Control Vehicles.....	\$3.40/Mile
Location Vehicles.....	\$6.80/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm).....	@ Cost
Courier, Special Equipment Rental.....	@ Cost
Title Plant Charges.....	@ Cost
Other Misc. Expenses Related to the Project.....	@ Cost
In-House Reproduction:	
Copies (Up to 11" x 17").....	\$0.15/Each
Color Prints (Up to 11" x 17").....	\$1.50/Each
Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
Bond Prints (All Sizes).....	\$2.00/Each

Refer to Exhibit E - Williamson County Reimbursement Policy for all other allowable reimbursable expenses

Austin Spatial Technologies, LLC
Survey Services Standard Hourly Rate Schedule
Effective August 2014

<u>Classification</u>	<u>2014 Billing Rate</u>
Registered Land Surveyor.....	\$120.00/HR
Project Manager.....	\$95.00/HR
Sr. Cad Technician.....	\$85.00/HR
Survey Tech GPS Specialist.....	\$70.00/HR
3-Man Survey Crew.....	\$160.00/HR
2-Man Survey Crew.....	\$135.00/HR
All-terrain Vehicle.....	\$200.00/day
Special Equipment Rental.....	@ Cost

Commissioners Court - Regular Session

15.

Meeting Date: 09/13/2016

Surveying And Mapping Supplemental Work Authorization 1 for Expo Center Survey Service

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No.1 under Williamson County Contract between Surveying And Mapping (SAM) LLC. and Williamson County dated February 26, 2015 for survey services at the Williamson County Expo Center. This supplemental is to extend the expiration date to December 30, 2016 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SAM - Supplemental 1 to WA2 - Expo

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 11:39 AM

Started On: 09/08/2016 11:05 AM

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.


EXECUTED this 8th day of September, 2016.

SURVEYOR:

COUNTY:

Surveying And Mapping, LLC

Williamson County, Texas

By: 
Signature

By: _____
Signature

William R. Herring, RPLS
Printed Name

Printed Name

Sr. Project Manager
Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will provide project management.
2. County will provide a single point of contact, to be identified upon Notice to Proceed.
3. County will provide aluminum caps for iron rods, if needed.

Attachment B - Services to be Provided by Surveyor

The scope of services to be provided by the Surveyor is as defined in the enclosed November 19, 2015 letter from SAM to Dale Butler, Project Manager.

Additional Services will be addressed as requested by Williamson County on a time and materials basis based on the Hourly Rate Schedule in the February 2015 PSA. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service.



Surveying And Mapping, LLC

4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TX Firm # 10064300

November 19, 2015

Dale Butler Project Manager

Williamson County Facilities

3101 SE Inner Loop

Georgetown, TX 78626

**Re: Williamson County Expo Center Survey Services Contract
Proposed Oncor Easement
SAM Proposal No.: P2015-0090 (Job No. 1015035533)**

Dear Mr. Butler:

As requested we prepared the attached proposal for surveying services to prepare and deliver a Legal Description & Exhibit of the proposed location of a 20' Wide P.U.E. to the Williamson County Expo Center, per the directions of Oncor & information you provided to us Thursday, October 22, 2015, (attached).

After you have reviewed the proposal, please give me a call if you have any questions. We can begin the survey immediately upon your written authorization to proceed.

Sincerely yours,

SURVEYING AND MAPPING, LLC (SAM)

A handwritten signature in black ink that reads 'Joe D. Webber, Jr.' The signature is written in a cursive, flowing style.

Joe D. Webber, Jr.,
RPLS Senior Staff /
Project Manager



**Survey Scope of Services
Williamson County Expo Center
Williamson County, Texas**

Exhibit B – Services to be provided

Survey and Mapping, LLC (SAM) – Surveying Tasks will include:

- I. PROJECT CONTROL – SAM will utilize existing project control established during the previous work authorization. The project control horizontal datums NAD83/93 (Texas State Plane, Central Zone)].
- II. RIGHT OF ENTRY (ROE) – Williamson County will provide SAM with ROE within the project limits.
- III. EASEMENT DELINEATION – SAM shall utilize the basemap developed during for WA #1 in combination with the following to construct the location of the Proposed 20' Wide P.U.E., which will be centered on the existing Power Poles running north to the Expo Center Driveway (being designed by Halff & Associates). From this point the easement will proceed easterly, parallel to and XX' southerly of said Proposed Driveway to a point at the southeast corner of the intersection of said Proposed Driveway and then northerly along the north/south driveway to a point the will be perpendicular to the Utility Company Transformer (as shown on the attachment). From this point the P.U.E. will proceed easterly to the area of the Proposed Transformer for the Point Of Termination.
- IV. FIELD SURVEYS - SAM will locate the existing facilities (structures) within the current P.U.E. and these structures will be tied to the project control.
- V. EASEMENT CONSTRUCTION - Utilizing the data obtained from SAM's previous field survey, and information provided by Halff & Associates for their proposed improvements, we will determine location of the existing P.U.E. as shown on the attached map along with the electronic drawings provided to us defining the position of the Proposed P.U.E. by Williamson County.
- VI. FIELD STAKING – SAM will stake the corners of the Proposed P.U.E. upon acceptance of the final location per Williamson County.
- VII. DELIVERABLES –
 - A. Legal Description (Metes & Bounds)
 - B. Exhibit for the Proposed P.U.E.

The Fee for these services will not exceed **\$5,055.50** based on the attached Rate Schedule accepted by Williamson County for this Contract.



ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, SAM can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Obtaining Right-of-Entry from the adjoining landowners to survey on private property
- SUE services (QL A, B, or D) for the project
- Design Survey Services
- Title abstracting
- Records Research
- Establishing Horizontal/Vertical Survey Control beyond that scoped herein
- Revisions due to change in the alignment
- Contacting One-Call to facilitate the markings of underground utilities

Attachment C - Work Schedule

All work shall be completed as soon as practical but no later than 30 days after the notice to proceed date.

Attachment D - Fee Schedule



STANDARD AUSTIN RATE SCHEDULE

Effective October 16, 2014

(Rates subject to Re-negotiation/CPI adjustment at the beginning of each calendar year)

SURVEY FIELD CREW SERVICES:

Two (2) Person Survey Field Crew	\$130.00 per hour
Three (3) Person Survey Field Crew	\$160.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$32.00 per hour
1 Person Crew with Receiver or Robotic Total Station	\$105.00 per hour
GPS Receiver	\$25.00 per hour
Field Coordinator	\$85.00 per hour
ATV or Utility Vehicle	\$75.00 per day

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

SURVEY OFFICE PERSONNEL SERVICES:

Principal	\$170.00 per hour
Associate/Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Staff Surveyor	\$110.00 per hour
GPS/HDS Coordinator	\$105.00 per hour
Surveyor-In-Training (SIT)	\$90.00 per hour
Senior Survey Technician	\$90.00 per hour
Survey Technician	\$80.00 per hour
Administration / Clerical Support	\$60.00 per hour

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

GEOSPATIAL SERVICES:

Principal	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Project Manager	\$140.00 per hour

Acquisition Manager	\$125.00 per hour
Pilot	\$125.00 per hour
Photogrammetrist / Project Lead	\$105.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$95.00 per hour
LiDAR / Photogrammetry Technician	\$92.50 per hour
HDS Laser Scanning Technician	\$95.00 per hour

EQUIPMENT:

Aerial LiDAR System (Equipment Only)	\$6,500.00 per day
Mobile Mapping System (Equipment Only)	\$6,000.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$3,000.00 per day
HDS Laser Scanner	\$850.00 per day
High Rail Equipped Vehicle	\$100.00 per day
Weather Station	\$100.00 per day
Oblique Camera System	\$250.00 per day
Video Camera System	\$50.00 per day
Helicopter (Turbine Engine Powered)	\$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
GPS Receiver (Unmanned)	\$25.00 per hour
Geospatial Work Station	\$15.00 per hour
Aerial Film Scanning	\$10.00 per frame

Commissioners Court - Regular Session

16.

Meeting Date: 09/13/2016

Diamond Surveying Work Authorization 6 for on call survey on various county roads

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Work Authorization No. 6 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for on call survey on various county roads for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Diamond WA6 - On Call Survey on Various CR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 11:44 AM

Started On: 09/08/2016 11:37 AM

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 6

PROJECT: On Call Survey - Various County Roads

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$30,000.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2017. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.


Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

SURVEYOR:

Diamond Surveying, Inc.

By: 
Signature

Shane Shafer, R.P.L.S.
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.
- C. Provide a single point of contact, to be identified upon Notice to Proceed.
- D. Provide aluminum caps for iron rods, for survey control points.

Attachment B - Services to be Provided by Surveyor

County Roads to be surveyed for edge of pavement, both sides, shots at 100 foot intervals. Total is approximately 19 miles, 15 locations.

1. Travel to site and set SURVEYOR WORKING signs at both ends of work area. Perform field work to set a minimum of two (2) control points for each County Road location. Coordinates shall be based on Texas State Plane System, grid values and North American Vertical Datum GEOID 2012 A.
2. Perform field work to obtain edge of pavement elevations and coordinates at 100' intervals.
3. Perform office work to produce Micro Station electronic drawing and ASCII electronic point file for each County Road location.
4. Supervise and quality control all aspects of project. Maintain communication with Client. Attend meetings if requested.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County. Delivery of survey data will begin within two weeks of authorization to proceed.

Attachment D - Fee Schedule

◁ Diamond Surveying, Inc.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor	\$120.00 per hour
R.P.L.S. as expert witness	\$165.00 per hour
Project Surveyor	\$100.00 per hour
GPS Processor	\$100.00 per hour
Survey Technician	\$ 95.00 per hour
Secretary	\$ 60.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party	\$110.00 per hour
2-Man Field Party	\$140.00 per hour
3-Man Field Party	\$160.00 per hour
4-Man Field Party	\$180.00 per hour

Charges for special equipment:

GPS Field Base Unit with Rover (R.T.K.)	\$80.00 per hour
Additional Rover (R.T.K.)	\$70.00 per hour
GPS Field Base Unit for Static Session	\$70.00 per hour
Robotic Total Station with Rover	\$80.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Commissioners Court - Regular Session

17.

Meeting Date: 09/13/2016

Surveying And Mapping Supplemental Work Authorization 1 for on call professional survey services

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No.1 under Williamson County Contract between Surveying And Mapping (SAM) LLC. and Williamson County dated February 6, 2015 for on call on call professional survey services. This supplemental is to extend the expiration date to September 30, 2017 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SAM Supplemental #1 to Work Authorization #3

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 09:24 AM

Started On: 09/07/2016 03:51 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY PROJECT:
Williamson County Road & Bridge – On Call Professional Survey Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 6, 2015** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 3 dated effective **September 11, 2015** (the “Work Authorization”);

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2017**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Surveyor understands and agrees that County’s payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Surveyor that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this 1st day of September, 2016.

SURVEYOR:

COUNTY:

Surveying And Mapping (SAM) LLC

Williamson County, Texas

By: 
Signature

By: _____
Signature

Michael R. Hatcher
Printed Name

Printed Name

Principal/Senior Vice President
Title

Title

9-1-16
Date

Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will provide the specifications requirements for all surveys.
2. County will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide aluminum caps for iron rods, if applicable.
4. County will provide brass caps for flush mount ROW markers, if applicable.
5. County will provide a single point of contact, to be identified upon Notice to Proceed.
6. County will provide project management.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Survey Services on an on-call basis as needed for survey tasks such as:

1. Perform record research to prepare efforts for field crew boundary search.
2. Perform field surveys to tie boundary monuments and evidence of right-of-way lines.
3. Prepare metes and bounds description with sketches for surveyed tracts of land.
4. Perform design surveys to locate, but are not limited to, existing utilities, topographical features, existing improvements and existing right-of-ways.
5. Prepare Microstation drawings showing results of survey.
6. Stake right-of-way lines for fence construction.
7. Perform construction surveys to
 - stake existing or proposed right-of-ways and centerline, proposed improvements.
 - recover and check existing control points
 - establish additional control points.
8. Perform quality assurance, quality control, and review of other surveyors' work.
9. Miscellaneous.

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned tasks.

Attachment D - Fee Schedule

Surveyor shall provide a fee schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the fee schedule and authorization to proceed on assigned tasks.

SAM, LLC STANDARD AUSTIN RATE SCHEDULE

Effective October 16, 2014

SURVEY FIELD CREW SERVICES:

Two (2) Person Survey Field Crew	\$130.00 per hour
Three (3) Person Survey Field Crew	\$160.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$32.00 per hour
1 Person Crew with Receiver or Robotic Total Station	\$105.00 per hour
GPS Receiver	\$25.00 per hour
Field Coordinator	\$85.00 per hour
ATV or Utility Vehicle	\$75.00 per day

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

SURVEY OFFICE PERSONNEL SERVICES:

Principal	\$170.00 per hour
Associate/Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Staff Surveyor	\$110.00 per hour
GPS/HDS Coordinator	\$105.00 per hour
Surveyor-In-Training (SIT)	\$90.00 per hour
Senior Survey Technician	\$90.00 per hour
Survey Technician	\$80.00 per hour
Administration / Clerical Support	\$60.00 per hour

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

Attachment D, Fee Schedule, continued

GEOSPATIAL SERVICES:

Principal	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Project Manager	\$140.00 per hour
Acquisition Manager	\$125.00 per hour
Pilot	\$125.00 per hour
Photogrammetrist / Project Lead	\$105.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$95.00 per hour
LiDAR / Photogrammetry Technician	\$92.50 per hour
HDS Laser Scanning Technician	\$95.00 per hour

EQUIPMENT:

Aerial LiDAR System (Equipment Only)	\$6,500.00 per day
Mobile Mapping System (Equipment Only)	\$6,000.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$3,000.00 per day
HDS Laser Scanner	\$850.00 per day
High Rail Equipped Vehicle	\$100.00 per day
Weather Station	\$100.00 per day
Oblique Camera System	\$250.00 per day
Video Camera System	\$50.00 per day
Helicopter (Turbine Engine Powered)	\$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
GPS Receiver (Unmanned)	\$ 25.00 per hour
Geospatial Work Station	\$ 15.00 per hour
Aerial Film Scanning	\$ 10.00 per frame

Commissioners Court - Regular Session

18.

Meeting Date: 09/13/2016

Compensation Items

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

This item is related to 2 merit increase requests. See attached document with additional details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Comp Items

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 09:25 AM

Started On: 09/07/2016 01:06 PM

Department	PCN	EE ID	Account Number	Budget Amount	Requested	Annual Increase	% Increase	Reason for Change	Salaries From	Oracle Effective Date
Magistrates Office	0182	13851	0100-0477-001100	\$33,280.00	\$34,944.00	\$1,664	5.00%	Merit	Unallocated 001100	9/9/2016
District Clerk	0734	04508	0100-0450-001100	\$57,586.36	\$58,738.16	\$1,152	2.00%	Merit	Unallocated 001100	9/9/2016

Commissioners Court - Regular Session

19.

Meeting Date: 09/13/2016

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Phase 1 subdivision - Pct 3

Submitted For: Joe England

Submitted By: Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Phase 1 subdivision - Pct 3

Background

This is the next section of the Rancho Sienna development. It consists of 54 single-family lots and 1,677 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$312,586.75 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Rancho Sienna Section 11 Phase 1](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 10:27 AM

Started On: 09/07/2016 09:46 AM

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1

BEING 17.423 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 17.423 ACRES OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT 5A - 27.327 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015113108, A PORTION OF THAT CERTAIN TRACT 3A - 17.147 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS BY DEED OF RECORD IN DOCUMENT NO. 2014001964, AND A PORTION OF THAT CERTAIN TRACT 1B - 4.106 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS LLC BY DEED OF RECORD IN DOCUMENT NO. 2014001964, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 17.423 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO BONNET ENTERPRISES, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2008084680 OF SAID OFFICIAL PUBLIC RECORDS, BEING IN THE NORTHERLY LINE OF THE REMAINDER OF A 606.19 ACRE TRACT OF LAND CONVEYED TO RANCHO SIENNA KC LP BY DEED OF RECORD IN DOCUMENT NO. 2007081893 OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING THE NORTHEASTERLY CORNER OF SAID TRACT 5A AND HEREOF, FROM WHICH A 1/2 INCH IRON ROD WITH CAP FOUND AT THE SOUTHWESTERLY CORNER OF THE TERMINUS OF BONNET BOULEVARD (80' R.O.W. BEARS N08°05'33"E, A DISTANCE OF 18.51 FEET;

THENCE, LEAVING THE SOUTHEASTERLY CORNER OF SAID BONNET ENTERPRISES, LTD. TRACT, ALONG THE COMMON LINE OF SAID TRACT 5A AND SAID REMAINDER OF A 606.19 ACRE TRACT, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

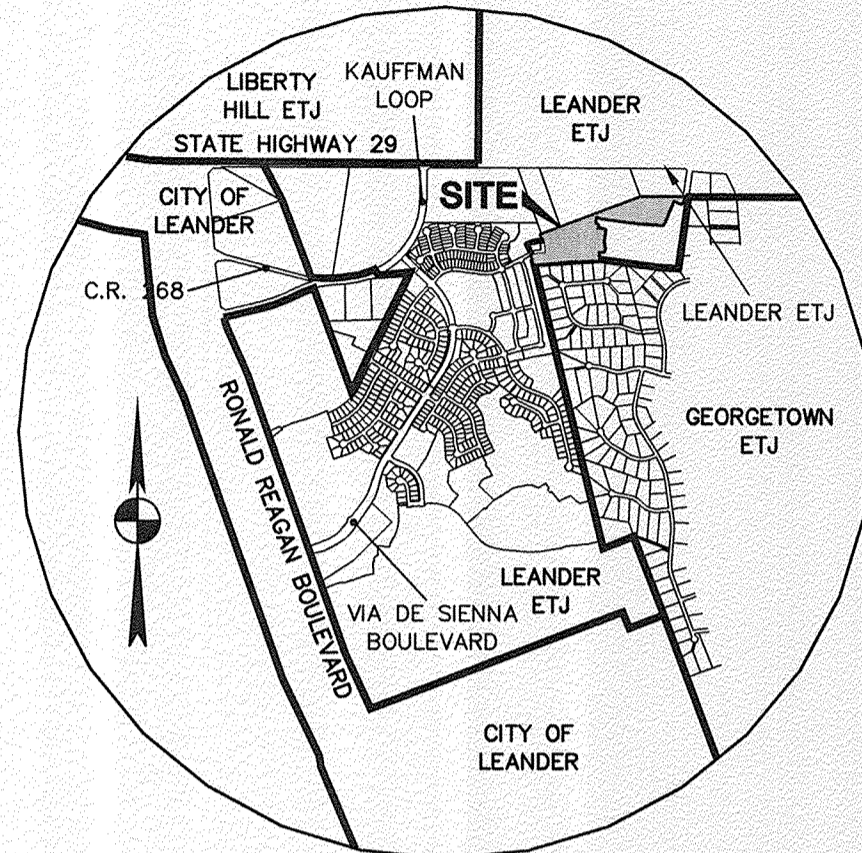
- 1) S08°05'33"W, A DISTANCE OF 2.20 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 2) ALONG SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 15°04'08", AN ARC LENGTH OF 52.60 FEET, AND A CHORD WHICH BEARS S15°37'37"W, A DISTANCE OF 52.45 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 3) S23°09'41"W, A DISTANCE OF 21.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 4) N66°50'19"W, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 5) S68°09'41"W, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 6) S23°09'41"W, A DISTANCE OF 320.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 7) S32°24'29"W, A DISTANCE OF 60.32 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 8) N86°04'30"W, A DISTANCE OF 381.05 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 9) N83°04'37"W, A DISTANCE OF 79.38 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 10) N82°32'00"W, A DISTANCE OF 414.85 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 11) N60°10'42"W, A DISTANCE OF 48.66 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 12) N82°32'00"W, A DISTANCE OF 40.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 13) S52°28'00"W, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 14) S07°28'00"W, A DISTANCE OF 114.49 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
- 15) ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 36°46'42", AN ARC LENGTH OF 32.10 FEET, AND A CHORD WHICH BEARS S52°43'58"E, A DISTANCE OF 31.55 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT;
- 16) ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AN ARC LENGTH OF 21.03 FEET, AND A CHORD WHICH BEARS S58°26'19"E, A DISTANCE OF 20.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE, FOR AN ANGLE POINT HEREOF;
- 17) S07°28'00"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 18) S82°32'00"E, A DISTANCE OF 105.04 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 19) S07°28'00"W, A DISTANCE OF 138.03 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 20) S02°49'49"E, A DISTANCE OF 113.80 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 21) S82°32'00"E, A DISTANCE OF 9.08 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 22) S07°28'00"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 23) N82°32'00"W, A DISTANCE OF 29.04 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 24) ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 49.42 FEET, AND A CHORD WHICH BEARS N87°40'55"W, A DISTANCE OF 49.35 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 25) S87°10'11"W, A DISTANCE OF 4.04 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 26) S02°49'49"E, A DISTANCE OF 125.33 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE NORTHERLY LINE OF LOT 19 GABRIELS OVERLOOK PHASE FIVE, A SUBDIVISION OF RECORD IN CABINET AA, SLIDES 35-37 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE SOUTH WESTERLY CORNER OF SAID REMAINDER OF 606.19 ACRE TRACT, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID TRACT 5A AND HEREOF;

THENCE, ALONG THE COMMON LINE OF LOTS 14-19 OF SAID GABRIELS OVERLOOK PHASE FIVE, AND SAID TRACT 5A, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S87°05'20"W, A DISTANCE OF 342.72 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND FOR AN ANGLE POINT HEREOF;
- 2) S85°42'41"W, A DISTANCE OF 571.85 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF SAID LOT 14, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 14, OVER AND ACROSS SAID TRACT 5A AND SAID TRACT 3A, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N13°07'27"W, A DISTANCE OF 126.33 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 2) N33°31'24"W, A DISTANCE OF 50.74 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE SOUTHERLY LINE OF LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, BLOCK "GGG" RANCHO SIENNA SECTION 9, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014077554 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTHERLY LINE OF SAID TRACT 3A AND THE SOUTHERLY LINE OF SAID TRACT 1B, FOR AN ANGLE POINT HEREOF;



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT
3	LAND AND CURVE TABLE
4	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
 TOTAL ACREAGE.....17.423 ACRES
 SURVEY OF.....GREENLEAF FISK SURVEY(A-5)
 DATE.....MAY 2016
 # OF SINGLE FAMILY LOTS.....54
 # OF OPEN SPACE LOTS.....3
 TOTAL # OF LOTS.....57
 TOTAL # OF BLOCKS.....5

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
 13809 RESEARCH BOULEVARD, SUITE 475
 AUSTIN, TEXAS 78701
 (512) 244-6667 FAX (512) 244-6875

ENGINEER
STANTEC CONSULTING SERVICES INC.

221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011 FAX (512) 328-0325

SURVEYOR
STANTEC CONSULTING SERVICES INC.

221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011 FAX (512) 328-0325

FIELDNOTE DESCRIPTION (CONTINUED):

THENCE, LEAVING THE NORTHERLY LINE OF SAID TRACT 3A, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, FOR A PORTION OF THE WESTERLY LINE AND A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) N24°30'09"W, A DISTANCE OF 126.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR THE NORTHWESTERLY CORNER HEREOF;
- 2) N69°12'16"E, A DISTANCE OF 58.32 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 3) N75°38'19"E, A DISTANCE OF 58.39 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 4) N83°12'50"E, A DISTANCE OF 146.04 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 5) N28°24'08"W, A DISTANCE OF 87.13 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN 6.49 ACRE TRACT OF LAND CONVEYED TO CASPER JACOB BATT, JR. AND WIFE CAROLYN J. BATT, BY DEED OF RECORD IN VOLUME 649, PAGE 167 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN THE NORTHERLY LINE OF SAID TRACT 5A;

THENCE, N69°17'00"E, LEAVING THE EASTERLY LINE OF SAID LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, ALONG THE SOUTHERLY LINE OF SAID 6.49 ACRE TRACT AND THAT CERTAIN 19.05 ACRE TRACT OF LAND CONVEYED TO OMEGA RANCH, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2009000750 OF SAID OFFICIAL PUBLIC RECORDS, WITH THE NORTHERLY LINE OF SAID TRACT 5A FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 1516.26 FEET TO A 1/2 INCH IRON ROD FOUND AT THE COMMON SOUTHERLY CORNER OF SAID BONNET ENTERPRISES, LTD. TRACT AND SAID 19.05 ACRE TRACT, FOR AN ANGLE POINT OF SAID TRACT 5A AND HEREOF;

THENCE, N89°57'33"E, LEAVING THE SOUTHEASTERLY CORNER OF SAID 19.05 ACRE TRACT, ALONG THE COMMON LINE OF SAID TRACT 5A AND SAID BONNET ENTERPRISES, LTD. TRACT, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 604.82 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 17.423 ACRES (758,960 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT-OF-WAYS (ROADS) AND SIDE-LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION. THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE-FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1

DATE: MAY 2016

 **Stantec**
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512) 328-0011 Fax (512) 328-0325
 TBPE # F-6324 TBPLS # F-10194230
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SHEET

1

OF 4

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1

BEING 17.423 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

BONNET BOULEVARD
(80' R.O.W.) (UNIMPROVED)

BONNET ENTERPRISES, L.T.D.
DOCUMENT NO. 2008084680

P.O.B.

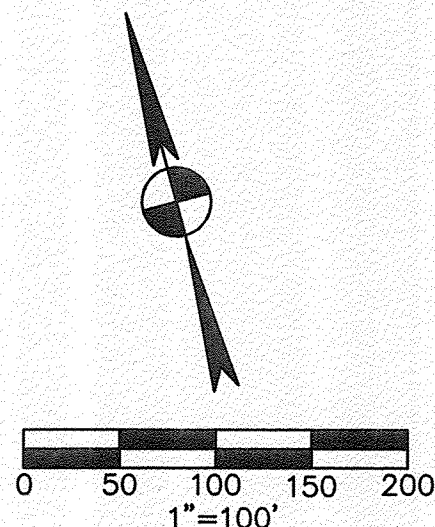
WASTEWATER
EASEMENT

RANCHO SIENNA SECTION 11, PHASE 1 STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
BONNET BOULEVARD	1,039 LINEAR FEET	25 MILES PER HOUR
FALLOW COVE	283 LINEAR FEET	25 MILES PER HOUR
RUSSET TRAIL	355 LINEAR FEET	25 MILES PER HOUR

OWNERSHIP INFORMATION

(A)	REMAINDER OF TRACT 3A 17.147 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2014001964
(B)	REMAINDER OF TRACT 5A 27.327 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2015113108



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

LEGEND

- 1/2" IRON ROD WITH "BURY" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- (3) BLOCK
- O/S OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- BL BUILDING SETBACK LINE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- F/W FENCE/WALL EASEMENT

19.05 ACRES
OMEGA RANCH, LLC
DOCUMENT NO. 2009000750

6.49 ACRES
CASPER JACOB BATT, JR.,
AND WIFE CAROLYN J. BATT
VOLUME 649, PAGE 167

REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

8 O/S
AND D/E
RANCHO SIENNA
SECTION 9
DOCUMENT NO.
2014077554

SHEET
2
OF 4

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1

DATE: MAY 2016



221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1
 BEING 17.423 ACRES OUT OF THE GREENLEAF FISK SURVEY,
 ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S8°05'33"W	2.20'
L2	S23°09'41"W	21.41'
L3	N66°50'19"W	120.00'
L4	S68°09'41"W	7.07'
L5	S32°24'29"W	60.32'
L6	N83°04'37"W	79.38'
L7	N60°10'42"W	48.66'
L8	N82°32'00"W	40.00'
L9	S52°28'00"W	7.07'
L10	S7°28'00"W	114.49'
L11	S7°28'00"W	50.00'
L12	S82°32'00"E	105.04'
L13	S7°28'00"W	138.03'
L14	S2°49'49"E	113.80'
L15	S82°32'00"E	9.08'
L16	S7°28'00"W	50.00'
L17	N82°32'00"W	29.04'
L18	S87°10'11"W	4.04'
L19	S2°49'49"E	125.33'
L20	N13°07'27"W	126.33'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N33°31'24"W	50.74'
L22	N24°30'09"W	126.00'
L23	N69°12'16"E	58.32'
L24	N75°38'19"E	58.39'
L25	N83°12'50"E	146.04'
L26	N28°24'08"W	87.13'
L27	S13°47'18"E	25.17'
L28	N87°05'20"E	15.62'
L29	N8°05'33"E	18.51'
L30	S86°25'38"W	100.75'
L31	S88°00'55"W	100.02'
L32	S87°10'11"W	119.78'
L33	S2°49'49"E	127.24'
L34	S10°23'33"E	13.19'
L35	N10°23'33"W	13.19'
L36	N2°49'49"W	127.24'
L37	S2°49'49"E	138.52'
L38	S7°28'00"W	44.19'
L39	S82°32'00"E	5.90'
L40	N7°28'00"E	50.09'

LINE TABLE		
NO.	BEARING	DISTANCE
L41	N2°49'49"W	138.52'
L42	S87°10'11"W	22.27'
L43	N82°32'00"W	19.96'
L44	N88°00'55"E	100.02'
L45	N86°25'38"E	100.75'
L46	S10°23'33"E	9.12'
L47	S2°49'49"E	126.00'
L48	S2°49'49"E	125.36'
L49	S2°49'49"E	126.70'
L50	S2°49'49"E	125.80'
L51	S1°59'05"E	132.52'
L52	S2°49'49"E	131.28'
L53	S3°34'22"E	137.76'
L54	N9°40'31"W	127.00'
L55	N3°34'22"W	132.62'
L56	N1°59'05"W	130.80'
L57	N1°59'05"W	129.40'
L58	N37°11'07"W	19.88'
L59	N37°11'07"W	54.51'
L60	S87°10'11"W	125.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L61	S87°10'11"W	136.22'
L62	N2°49'49"W	45.00'
L63	S87°10'11"W	163.61'
L64	S87°10'11"W	153.56'
L65	S87°10'11"W	149.83'
L66	S2°49'49"E	60.00'
L67	S2°49'49"E	45.00'
L68	S2°49'49"E	45.00'
L69	S2°49'49"E	45.00'
L70	S2°49'49"E	45.00'
L71	S2°49'49"E	45.00'
L72	N64°17'47"W	25.00'
L73	N29°55'08"W	40.78'
L74	S87°10'11"W	160.54'
L75	S87°10'11"W	152.43'
L76	S87°10'11"W	150.00'
L77	S87°10'11"W	133.18'
L78	S87°10'11"W	138.17'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.60'	200.00'	15°04'08"	S15°37'37"W	52.45'
C2	32.10'	50.00'	36°46'42"	S52°43'58"E	31.55'
C3	21.03'	25.00'	48°11'23"	S58°26'19"E	20.41'
C4	49.42'	275.00'	10°17'48"	N87°40'55"W	49.35'
C5	118.72'	325.00'	20°55'47"	S75°57'44"W	118.06'
C6	14.55'	525.00'	1°35'17"	S87°13'16"W	14.55'
C7	43.90'	2975.00'	0°50'44"	S87°35'33"W	43.90'
C8	39.27'	25.00'	90°00'00"	S42°10'11"W	35.36'
C9	20.46'	155.00'	7°33'44"	S06°36'41"E	20.44'
C10	23.55'	25.00'	53°58'05"	S37°22'36"E	22.69'
C11	301.53'	60.00'	287°56'10"	S79°36'27"W	70.59'
C12	23.55'	25.00'	53°58'05"	N16°35'30"E	22.69'
C13	27.06'	205.00'	7°33'44"	N06°36'41"W	27.04'
C14	39.27'	25.00'	90°00'00"	N47°49'49"W	35.36'
C15	39.27'	25.00'	90°00'00"	S42°10'11"W	35.36'
C16	36.84'	205.00'	10°17'48"	S02°19'06"W	36.79'
C17	21.03'	25.00'	48°11'23"	S16°37'42"E	20.41'
C18	130.55'	50.00'	149°36'04"	S34°04'39"W	96.50'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C19	39.27'	25.00'	90°00'00"	N52°27'58"E	35.36'
C20	27.86'	155.00'	10°17'48"	N02°19'06"E	27.82'
C21	39.27'	25.00'	90°00'00"	N47°49'49"W	35.36'
C22	58.41'	325.00'	10°17'48"	N87°40'55"W	58.33'
C23	44.64'	3025.00'	0°50'44"	N87°35'33"E	44.64'
C24	13.17'	475.00'	1°35'17"	N87°13'16"E	13.17'
C25	92.50'	275.00'	19°16'18"	N76°47'29"E	92.06'
C26	42.05'	325.00'	7°24'49"	S69°12'16"W	42.02'
C27	42.05'	325.00'	7°24'49"	S76°37'05"W	42.02'
C28	34.61'	325.00'	6°06'08"	S83°22'34"W	34.60'
C29	18.69'	2975.00'	0°21'35"	S87°50'07"W	18.69'
C30	25.22'	2975.00'	0°29'08"	S87°24'45"W	25.22'
C31	1.73'	25.00'	3°58'29"	S12°22'47"E	1.73'
C32	21.81'	25.00'	49°59'36"	S39°21'50"E	21.13'
C33	38.95'	60.00'	37°11'56"	S45°45'40"E	38.27'
C34	111.81'	60.00'	106°46'09"	S26°13'22"W	96.32'
C35	73.19'	60.00'	69°53'31"	N65°26'48"W	68.74'
C36	31.22'	60.00'	29°48'37"	N28°40'14"E	30.87'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C37	20.82'	25.00'	47°43'37"	N19°42'44"E	20.23'
C38	2.72'	25.00'	6°14'28"	N07°16'19"W	2.72'
C39	31.60'	205.00'	8°49'56"	S01°35'09"W	31.57'
C40	5.24'	205.00'	1°27'53"	S06°44'03"W	5.24'
C41	23.84'	50.00'	27°19'13"	S27°03'47"E	23.62'
C42	34.13'	50.00'	39°06'24"	S06°09'02"W	33.47'
C43	30.00'	50.00'	34°22'39"	S42°53'33"W	29.55'
C44	42.58'	50.00'	48°47'49"	S84°28'47"W	41.31'
C45	14.39'	3025.00'	0°16'21"	N87°18'22"E	14.39'
C46	30.25'	3025.00'	0°34'23"	N87°43'44"E	30.25'
C47	7.71'	475.00'	0°55'50"	N87°33'00"E	7.71'
C48	5.45'	475.00'	0°39'27"	N86°45'21"E	5.45'
C49	28.85'	275.00'	6°00'37"	N83°25'19"E	28.83'
C50	63.65'	275.00'	13°15'41"	N73°47'10"E	63.51'
C51	46.36'	60.00'	44°15'58"	N08°22'03"W	45.21'
C52	35.08'	60.00'	33°29'40"	N83°38'43"W	34.58'

**FINAL PLAT OF RANCHO SIENNA
SECTION 11, PHASE 1**

DATE: MAY 2016



221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
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FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1

BEING 17.423 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND BEING A PORTION OF THAT CERTAIN TRACT 3A-17.147 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014001964; A PORTION OF THAT CERTAIN TRACT 1B-4.106 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2013060667 AND A PORTION OF THAT CERTAIN TRACT 5A-27.327 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2015113108, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE 17.423 ACRES AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1". THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY

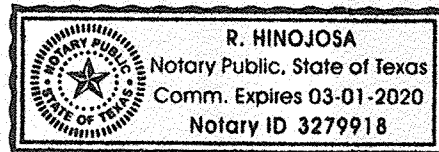
BY: [Signature]
NAME: E. William Meyer 8/15/16
TITLE: Authorized Signatory

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. WILLIAM MEYER, OF NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF August, 2016.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: R. HINOJOSA
MY COMMISSION EXPIRES ON: 3-1-2020



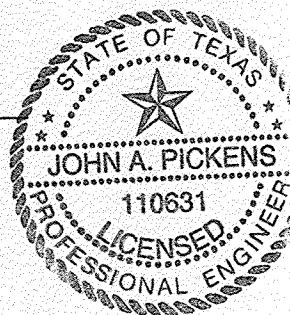
ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONOCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,
THIS 11 DAY OF August, 2016.

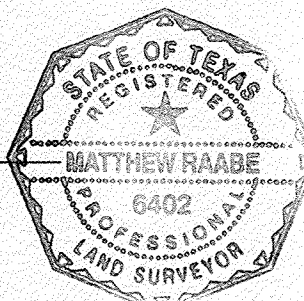
[Signature]
JOHN A. PICKENS, P.E.
NO. 110631, STATE OF TEXAS
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

[Signature]
MATTHEW J. RAABE, R.P.L.S.
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF August, 2016.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: [Signature]
Koji Yamada
President & CEO

STATE OF CALIFORNIA)
COUNTY OF San Diego)

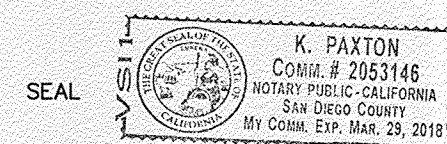
ON August 17, 2016, BEFORE
ME, K. Paxton, notary public,

APPEARED, Koji Yamada, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE [Signature]



THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

[Signature]
CITY OF LIBERTY HILL, TEXAS DATE 8/29/16

[Signature] 8/19/16
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COURT WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, _____, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY ____ OF _____, 2016 A.D., AT ____ O'CLOCK, ____ M., AND DULY RECORDED THIS THE DAY ____ OF _____, 2016 A.D., AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 1

DATE: MAY 2016



221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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Commissioners Court - Regular Session

20.

Meeting Date: 09/13/2016

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 4 Phase 2 subdivision - Pct 3

Submitted For: Joe England

Submitted By: Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 4 Phase 2 subdivision - Pct 3

Background

This is the next section of the Rancho Sienna development. It consists of 53 single-family lots and 2,104 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$323,053.75 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

[Rancho Sienna Section 4 Phase 2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 10:27 AM

Started On: 09/07/2016 09:53 AM

FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2

BEING 11.451 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 11.451 ACRES OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT 3A - 17.147 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2014001964 AND A PORTION OF THAT CERTAIN TRACT 5A - 27.327 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015113108, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 11.451 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE WESTERLY LINE OF LOT 228 GABRIELS OVERLOOK SECTION TWO, A SUBDIVISION OF RECORD IN CABINET T, SLIDES 66-75 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE NORTHEASTERLY CORNER OF LOT 42 OPEN SPACE, BLOCK "NN" RANCHO SIENNA SECTION 6, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014101164 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE WESTERLY LINE OF SAID LOT 228, ALONG THE NORTHERLY LINE OF SAID LOT 42 OPEN SPACE, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S79°15'31"W, A DISTANCE OF 357.62 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 2) S76°27'52"W, A DISTANCE OF 103.85 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF LOT 32, BLOCK "NN" OF SAID RANCHO SIENNA SECTION 6, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, N13°32'08"W, LEAVING THE NORTHERLY LINE OF SAID LOT 42 OPEN SPACE, ALONG THE EASTERLY LINE OF SAID LOT 32, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF CORTONA LANE (50' R.O.W.), BEING THE NORTHEASTERLY CORNER OF SAID LOT 32, FOR AN ANGLE POINT HEREOF;

THENCE, N76°27'52"E, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 32, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CORTONA LANE, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 5.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF THE TERMINUS OF CORTONA LANE, FOR AN ANGLE POINT HEREOF;

THENCE, N13°32'08"W, ALONG THE TERMINUS OF CORTONA LANE, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHEASTERLY CORNER OF THE TERMINUS OF CORTONA LANE, FOR AN ANGLE POINT HEREOF;

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CORTONA LANE AND THE EASTERLY RIGHT-OF-WAY LINE OF SERRANO STREET (50' R.O.W.), FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S76°27'52"W, A DISTANCE OF 8.81 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHERLY END OF A RIGHT-OF-WAY RETURN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CORTONA LANE AND THE EASTERLY RIGHT-OF-WAY LINE OF SERRANO STREET;
- 2) ALONG SAID RIGHT-OF-WAY RETURN, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS N58°32'08"W, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID RIGHT-OF-WAY RETURN;
- 3) N13°32'08"W, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHWESTERLY CORNER OF LOT 13, BLOCK "RR" RANCHO SIENNA SECTION 4, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107466 OF SAID OFFICIAL PUBLIC RECORDS, FOR AN ANGLE POINT HEREOF;

THENCE, N76°27'52"E, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SERRANO STREET, ALONG THE SOUTHERLY LINE OF SAID LOT 13, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 146.03 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF SAID LOT 13, FOR AN ANGLE POINT HEREOF;

THENCE, ALONG THE EASTERLY LINE OF LOTS 13-19, BLOCK "RR" OF SAID RANCHO SIENNA SECTION 4, PHASE 1, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N02°00'09"E, A DISTANCE OF 164.15 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 2) N13°32'08"W, A DISTANCE OF 226.50 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE (50' R.O.W.), BEING THE NORTHEASTERLY CORNER OF SAID LOT 19, FOR AN ANGLE POINT HEREOF;

THENCE, N76°27'52"E, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 19, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 5.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF THE TERMINUS OF LAZIO LANE, FOR AN ANGLE POINT HEREOF;

THENCE, N13°32'08"W, ALONG THE TERMINUS OF LAZIO LANE, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHEASTERLY CORNER OF THE TERMINUS OF LAZIO LANE, FOR AN ANGLE POINT HEREOF;

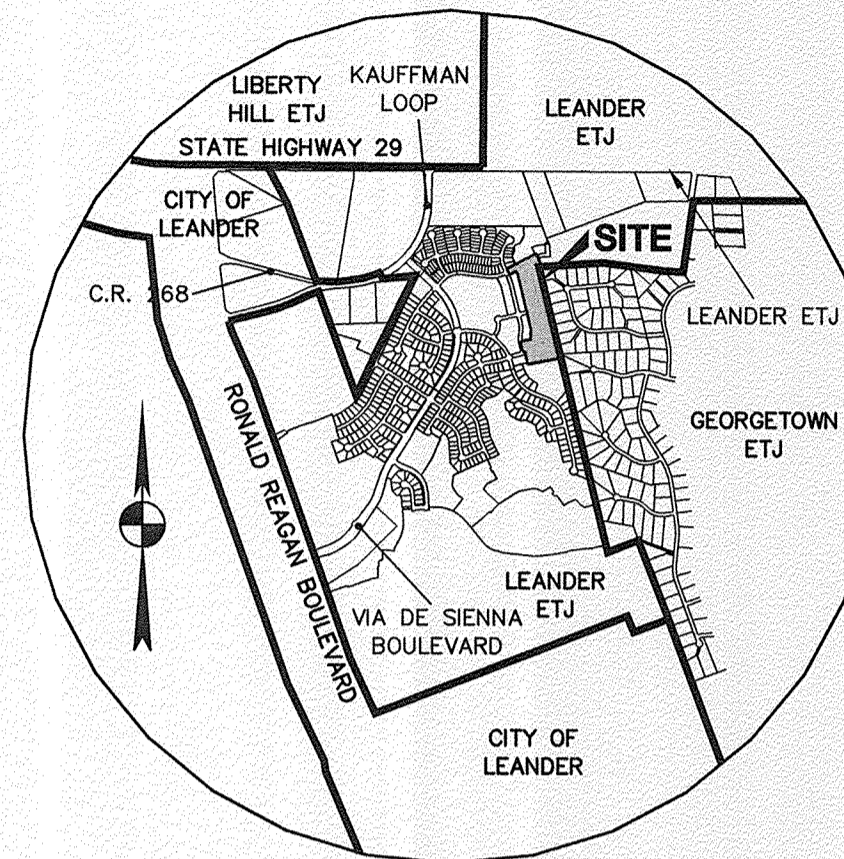
THENCE, S76°27'52"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 5.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF LOT 13, BLOCK "MM" OF SAID RANCHO SIENNA SECTION 4, PHASE 1, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE, ALONG THE EASTERLY LINE OF LOTS 13-23, BLOCK "RR" OF SAID RANCHO SIENNA SECTION 4, PHASE 1, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) N13°32'08"W, A DISTANCE OF 510.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 2) N18°59'24"W, A DISTANCE OF 45.21 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 3) N30°33'41"W, A DISTANCE OF 59.84 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 23, FOR AN ANGLE POINT HEREOF;

THENCE, S61°42'19"W, ALONG THE NORTHERLY LINE OF SAID LOT 23, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 101.05 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF THE TERMINUS OF BONNET BOULEVARD (50' R.O.W.), FOR AN ANGLE POINT HEREOF;

THENCE, N28°17'41"W, LEAVING THE NORTHERLY LINE OF SAID LOT 23, ALONG THE TERMINUS OF BONNET BOULEVARD, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BONNET BOULEVARD AND THE EASTERLY RIGHT-OF-WAY LINE OF VOLTERRA COVE (50' R.O.W.), BEING THE SOUTHWESTERLY CORNER OF LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, BLOCK "GGG" RANCHO SIENNA SECTION 9, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014077554 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWESTERLY CORNER HEREOF;



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT, LINE AND CURVE TABLE
3	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER.....	NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....	11.451 ACRES
SURVEY OF.....	GREENLEAF FISK SURVEY(A-5)
DATE.....	MAY 2016
# OF SINGLE FAMILY LOTS.....	53
# OF OPEN SPACE LOTS.....	2
TOTAL # OF LOTS.....	55
TOTAL # OF BLOCKS.....	3

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244-6667 FAX (512) 244-6875

ENGINEER
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

SURVEYOR
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

FIELDNOTE DESCRIPTION:

THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, FOR THE NORTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N61°42'19"E, A DISTANCE OF 409.37 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 2) ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 3°47'32", AN ARC LENGTH OF 21.51 FEET, AND A CHORD WHICH BEARS N63°36'05"E, A DISTANCE OF 21.51 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHEASTERLY CORNER OF SAID LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE SOUTHEASTERLY CORNER OF SAID LOT 8 OPEN SPACE AND DRAINAGE EASEMENT, OVER AND ACROSS SAID TRACT 3A AND SAID TRACT 5A, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S33°31'24"E, A DISTANCE OF 50.74 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT HEREOF;
- 2) S13°07'27"E, A DISTANCE OF 126.33 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF LOT 14 GABRIELS OVERLOOK PHASE FIVE, A SUBDIVISION OF RECORD IN CABINET AA, SLIDES 35-37 OF SAID PLAT RECORDS, FOR AN ANGLE POINT HEREOF;

THENCE, ALONG THE WESTERLY LINE OF LOTS 7-14 OF SAID GABRIELS OVERLOOK PHASE FIVE AND LOTS 228-229 OF SAID GABRIELS OVERLOOK SECTION TWO, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) S13°47'18"E, A DISTANCE OF 25.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
- 2) S13°28'09"E, A DISTANCE OF 1130.06 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
- 3) S13°32'21"E, A DISTANCE OF 130.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
- 4) S13°37'08"E, A DISTANCE OF 36.74 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 11.451 ACRES (498,806 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WIDTH LOCATED ALONG ALL RIGHT-OF-WAYS (ROADS) AND SIDE-LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE-FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.

FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2

DATE: MAY 2016

 **Stantec**
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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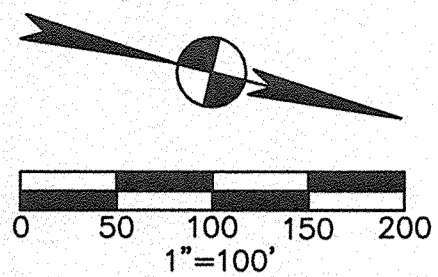
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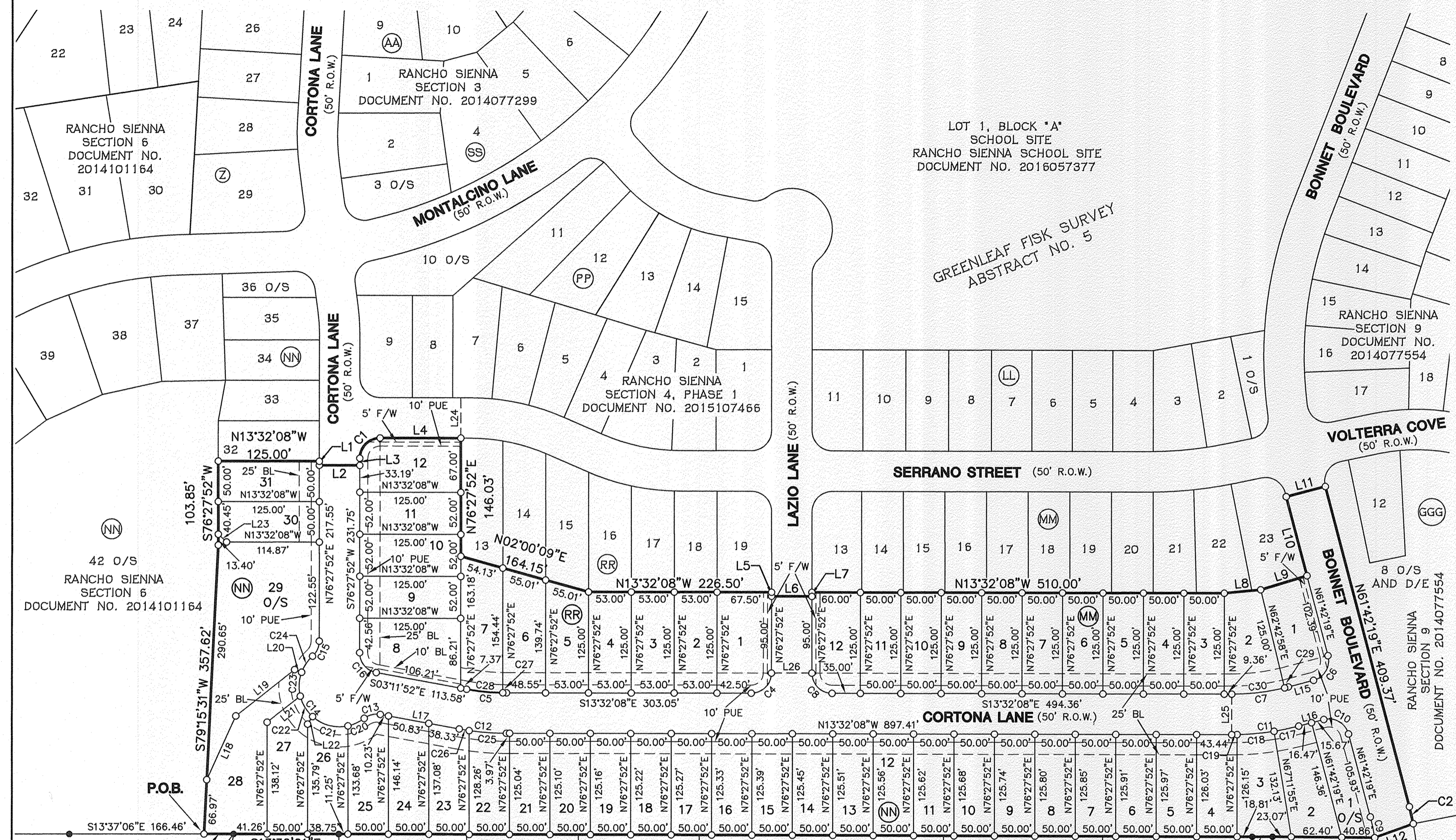
OF 3

FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2

BEING 11.451 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N58°32'08"W	35.36'
C2	21.51'	325.00'	3°47'32"	N63°36'05"E	21.51'
C4	39.27'	25.00'	90°00'00"	S58°32'08"E	35.36'
C5	49.62'	275.00'	10°20'16"	S08°22'00"E	49.55'
C6	39.27'	25.00'	90°00'00"	S73°17'41"E	35.36'
C7	70.84'	275.00'	14°45'34"	S20°54'54"E	70.64'
C8	39.27'	25.00'	90°00'00"	S31°27'52"W	35.36'
C9	26.16'	275.00'	5°27'01"	N64°25'49"E	26.15'
C10	39.27'	25.00'	90°00'00"	N16°42'19"E	35.36'
C11	83.72'	325.00'	14°45'34"	S20°54'54"E	83.49'
C12	58.64'	325.00'	10°20'16"	S08°22'00"E	58.56'
C13	21.03'	25.00'	48°11'23"	N27°17'33"W	20.41'
C14	153.63'	50.00'	176°02'30"	N36°38'00"E	99.94'
C15	21.03'	25.00'	48°11'23"	S79°26'26"E	20.41'
C16	34.76'	25.00'	79°39'44"	S36°38'00"W	32.03'
C17	31.16'	325.00'	5°29'36"	N25°32'53"W	31.15'
C18	46.00'	325.00'	8°06'34"	N18°44'48"W	45.96'
C19	6.56'	325.00'	1°09'23"	N14°06'49"W	6.56'
C20	22.38'	50.00'	25°38'44"	N38°33'53"W	22.19'
C21	46.96'	50.00'	53°48'35"	N01°09'47"E	45.25'
C22	30.00'	50.00'	34°22'39"	N45°15'24"E	29.55'
C23	30.00'	50.00'	34°22'39"	N79°38'03"E	29.55'
C24	24.29'	50.00'	27°49'53"	S69°15'41"E	24.05'
C25	46.19'	325.00'	8°08'32"	N09°27'51"W	46.15'
C26	12.45'	325.00'	2°11'43"	N04°17'44"W	12.45'
C27	4.45'	275.00'	0°55'40"	N13°04'18"W	4.45'
C28	45.16'	275.00'	9°24'36"	N07°54'10"W	45.11'
C29	4.85'	275.00'	1°00'39"	N27°47'22"W	4.85'
C30	65.99'	275.00'	13°44'55"	N20°24'35"W	65.83'



LINE TABLE			LINE TABLE		
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	N76°27'52"E	5.00'	L14	S13°37'06"E	36.74'
L2	N13°32'08"W	50.00'	L15	S28°17'41"E	32.14'
L3	S76°27'52"W	8.81'	L16	N28°17'41"W	32.14'
L4	N13°32'08"W	100.00'	L17	N31°15'22"W	99.39'
L5	N76°27'52"E	5.00'	L18	S78°58'52"E	86.85'
L6	N13°32'08"W	50.00'	L19	S51°49'42"E	92.47'
L7	S76°27'52"W	5.00'	L20	S6°49'22"W	9.20'
L8	N18°59'24"W	45.21'	L21	S51°49'42"E	52.13'
L9	N30°33'41"W	59.84'	L22	S69°52'36"E	11.24'
L10	S61°42'19"W	101.05'	L23	N29°46'45"E	13.93'
L11	N28°17'41"W	50.00'	L24	S76°27'52"W	50.00'
L12	S33°31'24"E	50.74'	L25	N76°27'52"E	50.00'
L13	S13°47'18"E	25.17'	L26	N13°32'08"W	50.00'

RANCHO SIENNA SECTION 4, PHASE 2 STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
BONNET BOULEVARD	433 LINEAR FEET	25 MILES PER HOUR
CORTONA LANE	1,526 LINEAR FEET	25 MILES PER HOUR
LAZIO LANE	145 LINEAR FEET	25 MILES PER HOUR

BEARING BASIS NOTE:
THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

- LEGEND**
- 1/2" IRON ROD WITH "BURY" CAP SET
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ③ BLOCK
 - O/S OPEN SPACE
 - PUE PUBLIC UTILITY EASEMENT
 - D/E DRAINAGE EASEMENT
 - BL BUILDING SETBACK LINE
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT-OF-WAY
 - F/W FENCE/WALL EASEMENT

REMAINDER OF TRACT 1B
4.106 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2013060667

REMAINDER OF TRACT 3A
17.147 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2014001964

REMAINDER OF TRACT 5A
27.327 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2015113108

FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2

DATE: MAY 2016

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FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2

BEING 11.451 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND BEING A PORTION OF THAT CERTAIN TRACT 3A-17.147 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014001964 AND A PORTION OF THAT CERTAIN TRACT 5A-27.327 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2015113108, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE 11.451 ACRES AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2". THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY

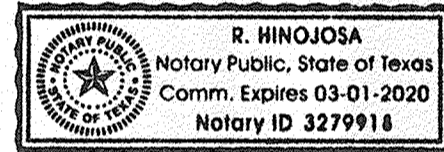
BY: [Signature]
BY: E. William Meyer
NAME: E. William Meyer 8/15/16
TITLE: Authorized Signatory DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. WILLIAM MEYER, OF NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF August, 2016.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: R. Hinojosa
MY COMMISSION EXPIRES ON: 3-1-2020



ENGINEER'S CERTIFICATION:

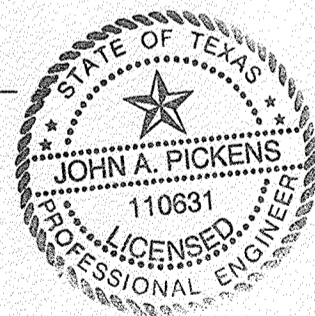
I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONOCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 11 DAY OF AUGUST, 2016.

[Signature]
JOHN A. PICKENS, P.E.
NO. 110631/STATE OF TEXAS
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

[Signature] 8-11-16
DATE
MATTHEW J. RAABE, R.P.L.S.
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF August, 2016.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: [Signature] 8-17-16
DATE
Koji Yamada
President & COO

STATE OF CALIFORNIA)
COUNTY OF San Diego)

ON August 17, 2016, BEFORE

ME, K. Paxton, notary public, PERSONALLY

APPEARED, Koji Yamada WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]



THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

[Signature] 8/29/16
DATE
CITY OF LIBERTY HILL, TEXAS

[Signature] 8/19/16
DATE
WILLIAMSON COUNTY ADDRESSING COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COURT WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, _____, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____, COUNTY JUDGE
DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY _____ OF _____, 2016 A.D., AT _____ O'CLOCK, ____ M., AND DULY RECORDED THIS THE DAY _____ OF _____, 2016 A.D., AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF RANCHO SIENNA SECTION 4, PHASE 2

DATE: MAY 2016



221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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Commissioners Court - Regular Session

21.

Meeting Date: 09/13/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the Stonewood Acres subdivision - Pct 3

Submitted For: Joe England

Submitted By: Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Stonewood Acres subdivision - Pct 3

Background

This preliminary plat consists of two single family lots and no feet of new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Stonewood Acres

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 09/07/2016 01:41 PM

Preliminary Plat Stonewood Acres Subdivision

9.987 Acres Out of the John H. Williams Survey
Abstract No. 569
Williamson County, Texas

Legend

- R.P.R.W.C.T. = Real Property Records Williamson County, Texas
- O.P.R.W.C.T. = Official Public Records Williamson County, Texas
- P.R.W.C.T. = Plat Records Williamson County, Texas
- D.R.W.C.T. = Deed Records Williamson County, Texas
- (xxxxx) = Denotes Record Data
- = 1/2" Iron Rod Set Capped "WALKER 5283"
- = 1/2" Iron Rod Found
- = TxDot Type 1 Monument (Concrete Marker Post)
- ⊙ = Power Pole
- B.L. = Building Line Setback
- D.E. = Drainage Easement
- P.U.E. = Public Utility Easement

GENERAL PLAT NOTES

1. Lot 2 may not be further subdivided.
2. Water service provided by private wells.
3. Sewer service provided by On-Site Sewage Facility.
4. No structure or Land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
5. A ten (10) foot public utility and drainage easement is hereby dedicated adjacent to all property lines unless otherwise noted on the plat.
6. A ten (10) foot building line is located adjacent to all property lines unless otherwise noted on the plat.
7. 100 year flood plain was determined by engineering study titled "Flood Plain Analysis for Property at N US 183, 1500 ft south of the intersection wity CR 212 Williamson County, Texas", and dated June 1, 2016.

PERIMETER DESCRIPTION

Being all of that certain tract of land containing 9.987 acres out of the John H. Williams Survey, Abstract 569, Williamson County, Texas, as recorded in Volume 2057, Page 296, of the Official Public Records Williamson County, Texas, said 9.987 acre tract being more particularly described as follows;

Beginning at 1/2" Iron Rod Found in the East right-of-way line of U.S. Highway 183 for the Southwest Corner hereof, also being the Northwest Corner of a 3.24 acre tract of land to Stagecoach Stop LTD., as described in Document No. 2001002444 in the Official Public Records of Williamson County, Texas, from which a TxDot Type 1 Monument bears: South 01°39'20" East, 128.35 feet

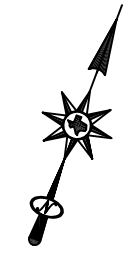
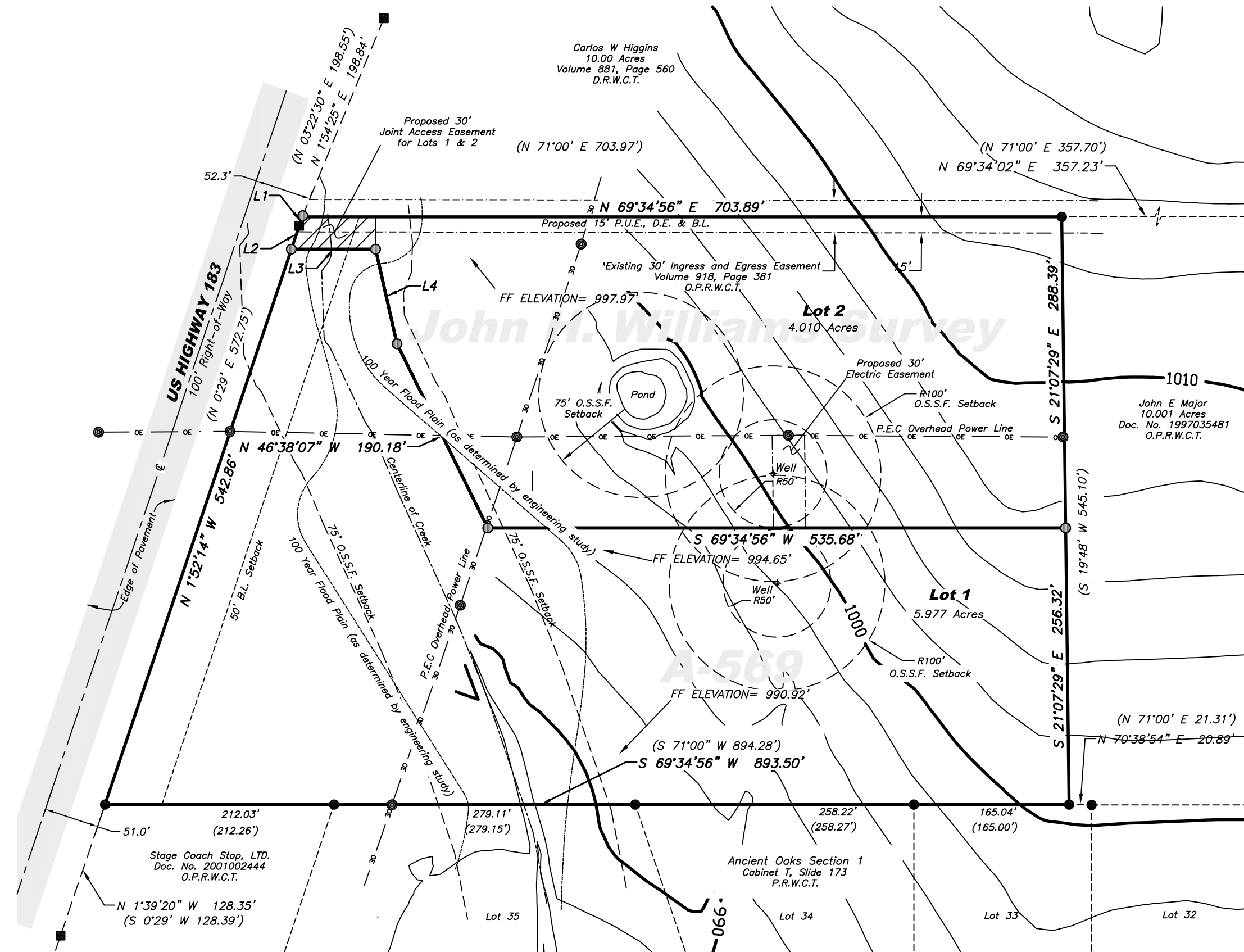
THENCE, with said right-of-way line the following two (2) courses

1. North 01°52'14" West, 572.45 feet to a TxDot Type 1 Monument,
2. North 01°54'25" East, 2.11 feet to a 1/2" Iron Rod Set capped "WALKER 5283", from which a TxDot Type 1 Monument bears: North 01°54'25" East, 198.84 feet

THENCE, departing said right-of-way line, North 69°34'56" East, 703.89 feet to a 1/2" Iron Rod Found for the Northeast Corner hereof, same being the Northwest Corner of a 10,001 acre tract to John E. Major, recorded in Document No. 1997035481 of the Official Public Records of Williamson County, Texas, from which a 1/2" Iron Rod Found bears: North 69°34'56" East, 357.23 feet

THENCE, with the common line of said 9.987 acre tract and said 10,001 acre tract, South 21°07'29" East, 544.71 feet to a 1/2" Iron Rod Found for the Southeast Corner hereof, in the common line of said 9.987 acre tract and the North Line of Ancient Oaks Subdivision, Section 1, recorded in Cabinet T, Slide 173 of the Plat Records of Williamson County, Texas, from which a 1/2" Iron Rod Found at the Northeast Corner of Lot 33 of said Ancient Oaks Subdivision bears: North 70°38'54" East, 20.89

THENCE, with the common line of said 9.987 acre tract and said North Line of Ancient Oaks Subdivision, Section 1, South 69°34'56" East, 144.15 pass a 1/2" Iron Rod Found at the Northwest Corner of Lot 33, of said Ancient Oaks Subdivision, at 402.36 feet pass 1/2" Iron Rod Found at the Northwest Corner of Lot 34 of said Ancient Oaks Subdivision, at 681.48 feet pass 1/2" Iron Rod Found at the Northwest Corner of Lot 35 of said Ancient Oaks Subdivision, in all 893.50 feet to the Point of Beginning, containing 9.987 Acres of land.



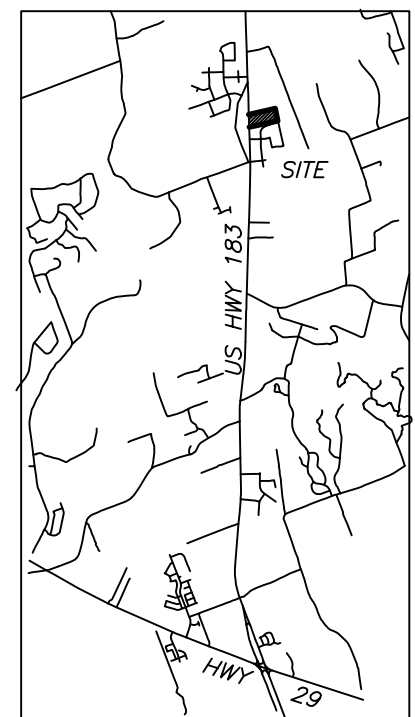
0 50 100

Scale 1" = 100'

Bearings cited hereon based on Grid North
Texas State Plane Coordinate System
Central Zone (NAD83)

Line Table		
Line #	Direction	Length
L1	N 01°54'25" W	2.11'
	(N 03°22'30" W)	(2.11')
L2	S 01°52'14" W	29.58'
L3	N 69°34'56" E	78.00'
L4	N 33°14'21" W	90.00'

Vicinity Map



Surveyor's Notes:

Contours shown here are based on LiDAR Elevation Data in 1.4 Meter LAS files WCAD GIS Data downloads. Tile boundaries are 2' Contours, 2006 LiDAR Elevation Data (NAVD88) in feet.

Revisions

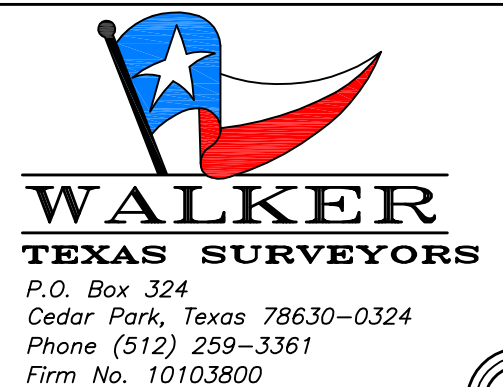
Revised Date	7/20/2016
Revised Date	9/1/2016

Page 1 of 2

"FOR REVIEW ONLY"

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

Robert P. Smith, P.E.
Smith Western Engineering, Inc.
3613 Williams Drive, Ste. 901
Georgetown, Texas 78628
Phone: (512) 869-1168



Preliminary Plat of Stonewood Acres Subdivision

9.987 Acres Out of the John H. Williams Survey
Abstract No. 569
Williamson County, Texas

OWNER'S CERTIFICATION

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

I, Edwin Roark, president of Roark Properties, Inc., general partner for Stonewood Properties, LP., sole owner of the certain 9.987 acre tract of land shown hereon and described in a deed recorded in Document No. 2016031230 of the Official Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County, the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as Stonewood Acres Subdivision, TO CERTIFY WHICH, WITNESS by my hand this XXth day of July, 2016.

(Owner's Signature)

Stonewood Properties, LP.
By: Roark Properties, general partner
By: Edwin Roark, president
3910 Sequoia Trail West
Georgetown, TX 78628

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this XXth day of July, 2016.

Notary Public in and for the State of Texas

My Commission expires on: -----

ENGINEER'S CERTIFICATION

I, Robert P. Smith, Registered Professional Engineer in the State of Texas, do hereby certify that this said 9.987 acre tract, is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0275E, effective date September 26, 2008, and that each lot conforms to the Williamson County, Texas regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this XXth day of July, 2016.

<Engineer's Name>

Robert P. Smith
Registered Professional Engineer (sealed)
No. 40030 State of Texas

SURVEYOR'S CERTIFICATION

I, Charles G. Walker, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this XXth day of July, 2016.

<Surveyors Name>

Charles G. Walker
Registered Professional Land Surveyor (sealed)
Number 5283 State of Texas

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this day of 2016 A.D.

Teresa Baker
Williamson County Addressing Coordinator

"FOR REVIEW ONLY"
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

FLOODPLAIN ADMINISTRATOR APPROVAL

Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Joe M. England, P.E. Date
Williamson County Floodplain Administrator

HEALTH DISTRICT APPROVAL

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

Deborah L. Marlow, RS, OS0029596 Date
Director, Environmental Health Services, WCCHD

LIEN HOLDER'S CERTIFICATION

I, Edwin Roark, General Partner of ELR Capital, LP, Lien Holder of the certain 9.987 acre tract of land shown hereon and described in a deed recorded in Document No. 2016031230 of the Official Records of Williamson County, Texas, do hereby consent to the subdivision of said tract as shown hereon, and do further hereby join, approve and consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County, the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the County of Williamson may deem appropriate. This subdivision is to be known as Stonewood Acres Subdivision.

TO CERTIFY WHICH, WITNESS by my hand this day of , 2016.

(Lien Holder's Signature)

Edwin Roark, General Partner
ELR Capital, LP
1215 Englewood Drive
Nacogdoches, TX 75964

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this XXth day of July, 2016.

Notary Public in and for the State of Texas

My Commission expires on: -----

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes heron, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

(Signature)

Don A. Gattis, County Judge
Williamson County, Texas

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 2016, A.D., at ____ o'clock, __.M., and duly recorded this the ____ day of _____, 20____, A.D., at ____ o'clock, __.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy



WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
Firm No. 10103800
Job No.: 473002

Commissioners Court - Regular Session

22.

Meeting Date: 09/13/2016

Recognize Deborah Hunt as recipient of the Marillyn Albert Achievement Award

Submitted For: Larry Gaddes

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to recognize Deborah M. Hunt as the recipient of Marillyn Albert Achievement Award from the Texas Association of Assessing Officers.

Background

The Williamson County Tax Assessor/Collector, Deborah M. Hunt was recognized by her peers at the Texas Association of Assessing Officers (TAAO) Annual Conference on August 30, 2016 by receiving the Marillyn Albert Achievement Award. This Achievement Award is TAAO's highest honor and is named in memory of their Past President and Executive Director, Marillyn Albert Harkins. This award recognizes a TAAO member who consistently performs high quality work, is devoted to excellence and maintains a professional image.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 09/07/2016 12:05 PM

Commissioners Court - Regular Session

23.

Meeting Date: 09/13/2016

Austin Diaper Bank

Submitted For: Mary Clark

Submitted By: Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclaiming September 26th through October 2nd as Diaper Need Awareness Week.

Background

Kirsten Voinis from The Austin Diaper Bank contacted our office and she would like to get a proclamation to declare September 26-October 2 as Diaper Need Awareness Week.

The Austin Diaper Bank (www.austindiapers.org) recently celebrated its third anniversary and a move into a more expansive warehouse in order to meet the diaper needs of Central Texas. Austin Diaper Bank has taken in over 500,000 diapers as of June 2016 and has distributed them through dozens of partner agencies to improve the lives of thousands of children and senior citizens. A number of those partner agencies are in Williamson County, including the Round Rock Area Serving Center and The Caring Place in Georgetown.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

[Kirsten Voinis](#)

[Proclamation](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 09/07/2016 11:39 AM



A U S T I N
diaper bank

August 8, 2016

The Honorable Lisa Birkman
Williamson County Commissioner, Precinct 1
Submitted via email: LBirkman@wilco.org

Dear Commissioner Birkman:

The Austin Diaper Bank would appreciate your assistance in obtaining a proclamation or resolution (whichever is most appropriate) to declare September 26-October 2 as Diaper Need Awareness Week.

We have attached proposed draft language, which of course you are free to adapt as you wish.

The Austin Diaper Bank (www.austindiapers.org) recently celebrated its third anniversary and a move into a more expansive warehouse in order to meet the diaper needs of Central Texas. Austin Diaper Bank has taken in over 500,000 diapers as of June 2016 and has distributed them through dozens of partner agencies to improve the lives of thousands of children and senior citizens. A number of those partner agencies are in Williamson County, including the Round Rock Area Serving Center and The Caring Place in Georgetown.

We invite you to visit our facility and learn more about our organization.

Thank you for your consideration and assistance with the proclamation/resolution. If you have questions, or need further information, please contact me at (512) 922-7141 or kvoinis@kvoinis.com, or Beverly Hamilton, founder and executive director, at (512) 922-2602 or drbeverlyhamilton@gmail.com.

Sincerely,

Kirsten Voinis
Austin Diaper Bank, Board of Directors

Attachment: Draft language

State of Texas
County of Williamson
Know all men by these presents:

That on the 13th day of September, 2016 the Commissioners Court of Williamson County, Texas met in a duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

Whereas, diapers cannot be bought with food stamps or WIC vouchers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

Whereas, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

Whereas, the people of Williamson County recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

Whereas, Williamson County is proud to be served by the Austin Diaper Bank, which recognizes the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now

Therefore, I, Dan Gattis, Williamson County Judge, do hereby proclaim the week of September 26th through October 2nd, 2016 as

DIAPER NEED AWARENESS WEEK

in Williamson County and encourage the citizens of Williamson County to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Williamson County and environs.

PROCLAIMED THIS 13TH DAY OF SEPTEMBER, 2016

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

24.

Meeting Date: 09/13/2016

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:03 AM

Started On: 08/05/2016 01:12 PM

Commissioners Court - Regular Session

25.

Meeting Date: 09/13/2016

Lease Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Residential Lease Agreement with Ed and Teresa Self for property located on FM 972.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Self Residential Lease Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 11:39 AM

Started On: 09/08/2016 09:52 AM

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and Ed Self and Teresa Self, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain plot of land with the dwelling thereon known and described as _____, as further described below, (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. PREMISES. The "Premises" shall mean and include the residential house located at 6801 FM 972, Bartlett, Texas 76511, along with the improvements located thereon.

2. The "Initial Term" of this Lease shall be eight (8) months, on a month-to-month basis, commencing on September 1, 2016 ("Commencement Date") and ending on May 1, 2017 at 11:59 p.m. ("Termination Date").

3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises Four Hundred and 00/100 Dollars (\$400.00) plus (\$166.82), which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the (1st) day of October, 2016 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

***AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES (TAXES ASSESSED AGAINST ONLY THE IMPROVEMENTS AND EXCLUDING THE SURROUNDING ACREAGE) IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE INITIAL BASE RENT FOR THE INITIAL TERM. THE BASE RENT FOR EACH EXTENSION TERM FOLLOWING THE INITIAL TERM SHALL BE THE BASE RENT, AS MAY BE ADJUSTED AS SET FORTH BELOW, PLUS ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.**

4. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or

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remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

5. **OPTION TO EXTEND LEASE.** In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term.

The Base Rent will be adjusted on each new commencement date of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the most recent publication of the above referenced CPI before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

6. **APPLICATION OF FUNDS.** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

7. **QUIET ENJOYMENT.** Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

8. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the

Initialed for Identification by Tenant: _____, and Landlord _____

Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

9. NUMBER AND NAMES OF OCCUPANTS. The Premises may be occupied by no more than Five (5) persons, consisting of Two (2) adults and Three (3) children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than Fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT TENANT IS IN POSSESSION OF THE PREMISES AND THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR

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FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT.

12. **ASSIGNMENT AND SUBLETTING.** Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. **ALTERATIONS AND IMPROVEMENTS.** Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited

Initialed for Identification by Tenant: _____, and Landlord _____

to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. **DAMAGE TO PREMISES.** If the Premises or any part of them is damaged partially by fire or other casualty the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord.

15. **CARE AND MAINTENANCE.** Tenant agrees to maintain the Premises in as good condition as lessee finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. **INSURANCE.** Tenant hereby agrees to maintain, at all times during any term of this Lease, at Tenant's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises, in an amount of at least Five Hundred Thousand Dollars (\$500,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the state of Texas, and name Landlord as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Tenant shall deliver to Landlord annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Tenant further agrees to maintain at all times during any term of this Lease, at Tenant's cost, broad coverage fire and casualty insurance on its property and to provide Landlord with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Tenant's property will not be covered by any hazard insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant, excluding the building structures and improvements owned by the Landlord.

17. **UTILITIES.** Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, septic system, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the

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following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer/septic system; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease. Tenant acknowledges that the Premises is serviced by an onsite sewer septic facility (OSSF) and that, at Tenant's expense, proper use and maintenance of the OSSF will be necessary.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; promptly notify Landlord of all needed repairs; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all required repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures whenever damage to them has resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor. The Lease shall terminate if maintenance or repair of the Premises involving anticipated costs in excess of \$5,000.00 is necessary.

All requests for repairs, by the Tenant, must be in writing and delivered to the Landlord or its agent at the Landlord's address for notices, as set out in this Lease. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's prior written consent. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item in need of repair or replacement, and the selection of the repairmen, will be at the Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day, unless required to do so by law. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord for any repair costs that Tenant is obligated to pay, Tenant shall be deemed to be in default of this Lease. If Tenant is delinquent in rent at the time the repair notices are delivered to Landlord, Landlord is not obligated to make the repairs. If Landlord or Landlord's repairman is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges resulting from Tenant's failure to provide access to the Premises.

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Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. **SMOKING.** Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.

20. **SECURITY DEVICES AND EXTERIOR DOOR LOCKS.** The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

21. **SMOKE DETECTORS.** The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

22. **VEHICLES.** Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

23. **LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; making repairs to the Premises;

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showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

24. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

25. **LIABILITY.** UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLIGENCE OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

26. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession

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of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

27. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

28. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

29. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid

Initialed for Identification by Tenant: _____, and Landlord _____

damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.

30. **DEFAULT BY LANDLORD.** In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

31. **LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE.** TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

32. **REPRESENTATIONS.** Tenant's statements and representations in this Lease are

Initialed for Identification by Tenant: _____, and Landlord _____

material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is

Initialed for Identification by Tenant: _____, and Landlord _____

provided to employees of Landlord.

40. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

41. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
James Whetston or Shirley Taylor (or successor)
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

42. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not)

Initialed for Identification by Tenant: _____, and Landlord _____

when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: Ed and Teresa Self
6801 FM 972
Bartlett, Texas 76511
Phone: (218) 770-1450
Email: edself65@yahoo.com

43. **REPORTS OF ACCIDENTS.** Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

44. **TERMINATION FOR CONVENIENCE.** Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

45. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this Lease.

46. **BINDING OF HEIRS AND ASSIGNS.** All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors,

Initialed for Identification by Tenant: _____, and Landlord _____

representatives, successors and assigns of Landlord and Tenant.

47. NO THIRD PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

48. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

49. FORCE MAJEURE. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

50. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

51. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

52. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Signed, sealed and delivered to be effective this the ____ day of _____, 2016.

Initialed for Identification by Tenant: _____, and Landlord _____

(signatures on following page)

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge

TENANT:

By: _____
Ed Self

By: _____
Teresa Self

Initialed for Identification by Tenant: _____, and Landlord _____

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;
- (2) Have the condition repaired or remedied;
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following:
(a) date of termination of the lease; (b) date Tenant moves out;
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Initialed for Identification by Tenant: _____, and Landlord _____

Commissioners Court - Regular Session

26.

Meeting Date: 09/13/2016

FY 17 County Clerks Records Archive Plan

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archives for 2016-2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY 17 CC Archive Plan](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/26/2016

Reviewed By

Wendy Coco

Date

07/26/2016 08:24 AM

Started On: 07/25/2016 03:58 PM

Archive Plan

For Preservation and Restoration
Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August 23, 2016

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. 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 collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the \$5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2015

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

During FY 2015-2016 the Archive Division continued working on the Delayed Birth Records Project, File Date Correction Project, Death Record Project, Microfilm Project and Historical Book Restoration Project.

The Delayed Birth Record Project was completed in December 2015. The File Date Correction Project for Birth Records started at that point. This was for Birth Records entered between 11/8/2012 to 7/28/2014 with incorrect file dates. This effort was completed in January 2016. Once that project was completed they were able to begin work on the death records of the county.

In January 2016 the archive staff received 7 books back from KoFile. They were the Petition and Record of Naturalization Volumes 1 through 7. These books were reviewed and verified for accuracy and completeness. During the same timeframe staff completed the review of the 2014 microfilm from the Texas State Library.

On April 8, 2016 the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. We anticipate this project to go live in August of 2016. Once that data has been verified the Death Record Project will resume.

Also in April there were 16 books prepared and sent to KoFile to go through the restoration and encapsulation process. These consisted of the Records of Judgements, SCI.FA. Minutes Vol 1, 1895-1977, Criminal Minutes County Court Volumes A through D, General Index Criminal Minutes 12/5/1876 – 12/1898, Criminal Minutes Pleas of Guilty Volumes 1 through 6, 7 & 10 and the Criminal Minutes Please of Not Guilty Volume 6. It took 7 weeks to complete and receive them back to start the verification process.

Staff is currently reviewing the 2007 microfilm from the Texas State Library with an estimated completion date of December 2016. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center.

Due to the quality issues found from microfilm received from the State Library, another firm was utilized for the 2013 data to see if the quality would improve. It was determined that the quality was not improved enough to justify changing vendors, therefore the next set of data will be sent to the State Library. Microfilm is still a preferred medium because of the length of its service life however; until advances in technology can provide a better quality product we will continue to research other vendor options.

2016-2017

For FY 2016-2017 the Archive Division will continue work on the Death Records Project, finish reviewing the 2007 microfilm, complete a reel check of the 2013 film when it arrives back from the vendor then start reviewing the 2006 microfilm.

Preparation will continue to prepare another group of books for restoration and encapsulation. This effort includes photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing then shipping to the vendor. Once the books are received back from the vendor they are reviewed to proof the restoration work and verify what was sent, actually came back.

Each budget year a revised plan and report of the current progress is reported. We still have 1997 to 2006 reels left to review as well as sending the 2014 & 2015 documents to a vendor to put on microfilm. Additional projects to be considered in the future consist of digitizing Commissioner Court Minutes from 1996 back, scanning in the fetal death records and delayed death records, cleanup of OPR documents, converting negative to positive images of some of the microfilm and books.

Archive Plan

Projected Revenue for 2016-2017

Document Type	Forecast of # documents filed subject to fee based on 2015 filings	Anticipated maximum revenue at \$5.00 per document
Official Public Records	113,130	\$565,650

Proposed Budget of Expenses for 2016-2017

Salaries for 5 people	\$188,080.19
FICA @7.5%	14,483.61
Retirement @7%	24,252.94
Insurance	42,000.00
Workers Comp	404.37
Preservation of books	<u>70,000</u>
Total	\$339,221.11

(Merit not included as no decision on merit has been made for 2016-2017 at this time)

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

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

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83th Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to \$10 maximum and the Records Archive Fee to a maximum of \$10 to be implemented on September 1, 2013. The RMF went up to \$10 but the Archive fee stayed at \$5 as computer and software purchases also come out of RMF as well as salaries which deplete it.

Commissioners Court - Regular Session

27.

Meeting Date: 09/13/2016

FY 17 County Clerks Records Archive Plan

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archives for 2016-2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY 17 CC Archive Plan](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/26/2016

Reviewed By

Wendy Coco

Date

07/26/2016 08:24 AM

Started On: 07/25/2016 04:06 PM

Archive Plan

For Preservation and Restoration
Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August 23, 2016

Executive Summary

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Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

During FY 2015-2016 the Archive Division continued working on the Delayed Birth Records Project, File Date Correction Project, Death Record Project, Microfilm Project and Historical Book Restoration Project.

The Delayed Birth Record Project was completed in December 2015. The File Date Correction Project for Birth Records started at that point. This was for Birth Records entered between 11/8/2012 to 7/28/2014 with incorrect file dates. This effort was completed in January 2016. Once that project was completed they were able to begin work on the death records of the county.

In January 2016 the archive staff received 7 books back from KoFile. They were the Petition and Record of Naturalization Volumes 1 through 7. These books were reviewed and verified for accuracy and completeness. During the same timeframe staff completed the review of the 2014 microfilm from the Texas State Library.

On April 8, 2016 the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. We anticipate this project to go live in August of 2016. Once that data has been verified the Death Record Project will resume.

Also in April there were 16 books prepared and sent to KoFile to go through the restoration and encapsulation process. These consisted of the Records of Judgements, SCI.FA. Minutes Vol 1, 1895-1977, Criminal Minutes County Court Volumes A through D, General Index Criminal Minutes 12/5/1876 – 12/1898, Criminal Minutes Pleas of Guilty Volumes 1 through 6, 7 & 10 and the Criminal Minutes Please of Not Guilty Volume 6. It took 7 weeks to complete and receive them back to start the verification process.

Staff is currently reviewing the 2007 microfilm from the Texas State Library with an estimated completion date of December 2016. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center.

Due to the quality issues found from microfilm received from the State Library, another firm was utilized for the 2013 data to see if the quality would improve. It was determined that the quality was not improved enough to justify changing vendors, therefore the next set of data will be sent to the State Library. Microfilm is still a preferred medium because of the length of its service life however; until advances in technology can provide a better quality product we will continue to research other vendor options.

2016-2017

For FY 2016-2017 the Archive Division will continue work on the Death Records Project, finish reviewing the 2007 microfilm, complete a reel check of the 2013 film when it arrives back from the vendor then start reviewing the 2006 microfilm.

Preparation will continue to prepare another group of books for restoration and encapsulation. This effort includes photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing then shipping to the vendor. Once the books are received back from the vendor they are reviewed to proof the restoration work and verify what was sent, actually came back.

Each budget year a revised plan and report of the current progress is reported. We still have 1997 to 2006 reels left to review as well as sending the 2014 & 2015 documents to a vendor to put on microfilm. Additional projects to be considered in the future consist of digitizing Commissioner Court Minutes from 1996 back, scanning in the fetal death records and delayed death records, cleanup of OPR documents, converting negative to positive images of some of the microfilm and books.

Archive Plan

Projected Revenue for 2016-2017

Document Type	Forecast of # documents filed subject to fee based on 2015 filings	Anticipated maximum revenue at \$5.00 per document
Official Public Records	113,130	\$565,650

Proposed Budget of Expenses for 2016-2017

Salaries for 5 people	\$188,080.19
FICA @7.5%	14,483.61
Retirement @7%	24,252.94
Insurance	42,000.00
Workers Comp	404.37
Preservation of books	<u>70,000</u>
Total	\$339,221.11

(Merit not included as no decision on merit has been made for 2016-2017 at this time)

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

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

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83th Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to \$10 maximum and the Records Archive Fee to a maximum of \$10 to be implemented on September 1, 2013. The RMF went up to \$10 but the Archive fee stayed at \$5 as computer and software purchases also come out of RMF as well as salaries which deplete it.

Commissioners Court - Regular Session

28.

Meeting Date: 09/13/2016

FY 17 District Clerks Records Archive Plan

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:15 AM Hold public hearing on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive Fund for 2016-2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

hearing

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/26/2016

Reviewed By

Wendy Coco

Date

07/26/2016 08:24 AM

Started On: 07/25/2016 04:09 PM

LISA DAVID, DISTRICT CLERK

WILLIAMSON COUNTY

ARCHIVE PLAN 2017

**WILLIAMSON COUNTY
DISTRICT CLERK**

Archive Plan

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.

In February 2014, the mandate was followed and the Williamson County District Clerk began e-file, thus doing away with paper files in civil and family.

In the first 6 months of 2016 the District Clerk's office scanned into the management system over 280,000 pages. This amount is for civil, family and criminal. The paper still looms in the office as prior to 2014 all was filed in paper.

Historical documents and books are in dire need of restoration. The books date back to the 1800s and have no spine is some to hold documents in the cover.

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.

The 81st Texas Legislature passed Senate Bill 1685 which 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.

The 83rd Texas Legislature passed HB 1513 which allows Commissioners Courts to temporarily authorize the fee not to exceed \$10 per certain types of files effective

date of bill September 1, 2013, effective date of fee January 1, 2014. The fee will revert back to \$5 effective September 1, 2019.

The collection of fee would expire upon completion of the projects necessary to preserve and digitize the district court records.

The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.

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.

Restoration of old documents have been utilized in that the historical Dan Moody case was restored by outside vendors. The documents were placed in binders and images were placed on a CD.

It will be the responsibility of the District Clerk records department to perform routine inspections of the records archive. Following an inspection, should a document require restoration, the Records Manager will determine the appropriate method of restoration.

Restoration of damaged documents will utilize the most efficient and practical method available. In the event this office is unable to restore a document, the Records Manager will research local vendors capable of providing necessary services.

This office will utilize the funds made available through the District Court Records Technology Fund.

In the 2015 budget a Scan Pro was purchased to do some in house digitizing of microfilmed documents and various older documents. The clerk has used discretion on what can be done in house and what will have to be done by a professional vendor of historical documents. The reason is some of the older 1800 documents have to be handled very carefully and prepared in such a way that this cannot take place in the clerk's office.

The fund will allow an outside source to preserve many of the tattered documents that are part of the history of Williamson County and need to be preserved.

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.

As of August 2016 the District Clerk Preservation fund total was \$249,276.55. Projected annual revenue for 2016-2017 –Estimated documents subject to fee is 6480 and revenue based is \$32,400.

This amount has been allowed to grow due to the cost it takes to preserve these types of records. The objective in 2017 is to get as many historical records preserved as possible with the monies available in this account. The process is very costly and for that reason the dollar amount will decrease dramatically within this budget year with the work that needs to be done on the records. The strategy is to allow the fund to accumulate for at least two years until it reaches a sufficient amount to fund a record's management project.

**Prepare Annual Archive Plan
Commissioner's Court Approval
Annual Public Hearing
Post Notice of Fee**

Lisa David, District Clerk Williamson County, Texas

Date

Dan Gattis, County Judge, Williamson County, Texas

Date

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY

PURSUANT TO SB1865, HB1513 AND

GOVERNMENT CODE, Section 51.305 HAS DETERMINED

THAT A RECORDS ARCHIVE FEE OF -\$10.00- IS NEEDED

TO PRESERVE AND RESTORE DISTRICT COURT

RECORDS.

EFFECTIVE DATE OCTOBER 1, 2017

LISA DAVID

WILLIAMSON COUNTY DISTRICT CLERK

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

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

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

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

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

(g) If a county imposes a fee under this section, a notice shall be posted in a conspicuous place in the district clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF

(Insert name of county) COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$ (Insert amount adopted by commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT COURT RECORDS."

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

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

(b) The fees are:

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

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

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

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

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

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

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

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

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than \$5 under Section 51.317(b)(5), if adopted by the county commissioners court.

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

****Passed each house by more than a two-thirds majority and signed by the governor June 19, 2009 (effective date).**

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

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

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$10 [~~\$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$10 [~~\$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
 - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
 - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
 - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
 - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
 - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
 - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
 - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
 - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;
 - (G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;
 - (G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5;
- and
- (H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;
- (2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;
- (3) additional filing fees:
 - (A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;
 - (B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;
(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and
(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:
(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;
(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;
(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;
(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;
(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or
(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$10 [5];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:
(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

- (1) Returned Check (Sec. 118.0215) not less than \$15 or more than \$30
- (2) Records Management and Preservation Fee (Sec. 118.0216) not more than \$10 [~~\$5~~]
- (3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

- Records Archive Fee (Sec. 118.025) not more than \$10 [~~\$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

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

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
 - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
 - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
 - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
 - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
 - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
 - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
 - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
 - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;
 - (G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;
 - (G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5;

and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) not less than \$15 or more than \$30

(2) Records Management and Preservation Fee (Sec. 118.0216) not more than \$5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) not more than \$5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

President of the Senate

Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

Secretary of the Senate

APPROVED: _____
Date

Governor

Commissioners Court - Regular Session

29.

Meeting Date: 09/13/2016

FY 17 District Clerks Records Archive Plan

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archives for 2016-2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

hearing

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/26/2016

Reviewed By

Wendy Coco

Date

07/26/2016 08:24 AM

Started On: 07/25/2016 04:11 PM

LISA DAVID, DISTRICT CLERK

WILLIAMSON COUNTY

ARCHIVE PLAN 2017

**WILLIAMSON COUNTY
DISTRICT CLERK**

Archive Plan

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.

In February 2014, the mandate was followed and the Williamson County District Clerk began e-file, thus doing away with paper files in civil and family.

In the first 6 months of 2016 the District Clerk's office scanned into the management system over 280,000 pages. This amount is for civil, family and criminal. The paper still looms in the office as prior to 2014 all was filed in paper.

Historical documents and books are in dire need of restoration. The books date back to the 1800s and have no spine is some to hold documents in the cover.

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.

The 81st Texas Legislature passed Senate Bill 1685 which 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.

The 83rd Texas Legislature passed HB 1513 which allows Commissioners Courts to temporarily authorize the fee not to exceed \$10 per certain types of files effective

date of bill September 1, 2013, effective date of fee January 1, 2014. The fee will revert back to \$5 effective September 1, 2019.

The collection of fee would expire upon completion of the projects necessary to preserve and digitize the district court records.

The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.

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.

Restoration of old documents have been utilized in that the historical Dan Moody case was restored by outside vendors. The documents were placed in binders and images were placed on a CD.

It will be the responsibility of the District Clerk records department to perform routine inspections of the records archive. Following an inspection, should a document require restoration, the Records Manager will determine the appropriate method of restoration.

Restoration of damaged documents will utilize the most efficient and practical method available. In the event this office is unable to restore a document, the Records Manager will research local vendors capable of providing necessary services.

This office will utilize the funds made available through the District Court Records Technology Fund.

In the 2015 budget a Scan Pro was purchased to do some in house digitizing of microfilmed documents and various older documents. The clerk has used discretion on what can be done in house and what will have to be done by a professional vendor of historical documents. The reason is some of the older 1800 documents have to be handled very carefully and prepared in such a way that this cannot take place in the clerk's office.

The fund will allow an outside source to preserve many of the tattered documents that are part of the history of Williamson County and need to be preserved.

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.

As of August 2016 the District Clerk Preservation fund total was \$249,276.55. Projected annual revenue for 2016-2017 –Estimated documents subject to fee is 6480 and revenue based is \$32,400.

This amount has been allowed to grow due to the cost it takes to preserve these types of records. The objective in 2017 is to get as many historical records preserved as possible with the monies available in this account. The process is very costly and for that reason the dollar amount will decrease dramatically within this budget year with the work that needs to be done on the records. The strategy is to allow the fund to accumulate for at least two years until it reaches a sufficient amount to fund a record's management project.

**Prepare Annual Archive Plan
Commissioner's Court Approval
Annual Public Hearing
Post Notice of Fee**

Lisa David, District Clerk Williamson County, Texas

Date

Dan Gattis, County Judge, Williamson County, Texas

Date

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY

PURSUANT TO SB1865, HB1513 AND

GOVERNMENT CODE, Section 51.305 HAS DETERMINED

THAT A RECORDS ARCHIVE FEE OF -\$10.00- IS NEEDED

TO PRESERVE AND RESTORE DISTRICT COURT

RECORDS.

EFFECTIVE DATE OCTOBER 1, 2017

LISA DAVID

WILLIAMSON COUNTY DISTRICT CLERK

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

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

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

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

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

(g) If a county imposes a fee under this section, a notice shall be posted in a conspicuous place in the district clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF

(Insert name of county) COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$ (Insert amount adopted by commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT COURT RECORDS."

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

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

(b) The fees are:

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

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

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

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

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

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

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

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

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than \$5 under Section 51.317(b)(5), if adopted by the county commissioners court.

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

****Passed each house by more than a two-thirds majority and signed by the governor June 19, 2009 (effective date).**

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

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

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$10 [~~\$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$10 [~~\$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
 - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
 - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
 - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
 - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
 - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
 - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
 - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
 - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;
 - (G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;
 - (G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5;
- and
- (H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;
- (2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;
- (3) additional filing fees:
 - (A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;
 - (B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;
(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and
(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:
(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;
(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;
(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;
(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;
(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or
(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$10 [5];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:
(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

- (1) Returned Check (Sec. 118.0215) not less than \$15 or more than \$30
- (2) Records Management and Preservation Fee (Sec. 118.0216) not more than \$10 [~~\$5~~]
- (3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

- Records Archive Fee (Sec. 118.025) not more than \$10 [~~\$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

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

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
 - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
 - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
 - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
 - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
 - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
 - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
 - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
 - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;
 - (G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;
 - (G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5;

and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) . . . not less than \$15 or more than \$30

(2) Records Management and Preservation Fee (Sec. 118.0216) . . . not more than \$5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) . . . not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) . . . not more than \$5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

President of the Senate

Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

Secretary of the Senate

APPROVED: _____
Date

Governor

Commissioners Court - Regular Session

30.

Meeting Date: 09/13/2016

Hutto

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on distribution of funds for the Hutto Education Foundation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[fundsrequest
presentation](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 08/24/2016

Reviewed By

Rebecca Clemons

Date

08/24/2016 02:47 PM
Started On: 08/24/2016 02:13 PM

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
Total Request	\$70,000	\$75,000	\$80,000	\$85,000	\$90,000	\$95,000

HISD programing grants

EAFK	\$45000	-----	-----	-----	-----	
EAFK & Success	-----	\$45,000	\$37,000	-----	-----	
EAFK & Istation	-----	-----	-----	\$35,000	\$	
Endowment	\$22,500	\$26,250	\$40,000	\$47,000	\$86,500	\$91,500
Operations	\$2,500	\$3000	\$3,000	\$3,000	\$3,500	\$3,500

Hutto Education Foundation Commissioner's Court Report

Waste Management funds provided
by the Court
2016-17

HEF is utilizing the funds received in Two Ways

- 1) **HEF Endowment**
- 2) **We also use part of the funds to do an audit to keep us transparent and insuring we are using our funds properly at HEF.**

Where the money goes...

1) Endowment

Our central goal for the funding and the central piece to our agreement with the Court for the use of the funds is the establishment of an endowment aimed at creating a fund for our students to attend 2-year, 4-year or a technical trade school. We have established that endowment and made progress with four years of deposits.

Endowment Fund Overview

Initial contribution	\$20,000
11/2011	\$22,500
12/2012	\$26,250
06/2014 (double ask)	\$87,000
10/2015	\$86,500
Total contributions :	\$242,250.00
Total Investment Income:	\$19,317.37
Gross Profit:	\$261,567.37
Total Program Expenses:	(\$7,845.37)
Net Income 8.15.16:	\$253,722.00

History of HEF Requests & New Requests

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Total Request	\$70,000	\$75,000	\$80,000	\$85,000	\$90,000	\$95,000
HISD programing grants						
EAFK	\$45000	-----	-----	-----	-----	-----
EAFK & Success	-----	\$45,000	\$37,000	-----	-----	-----
EAFK & Istation	-----	-----	-----	\$35,000	-----	-----
Endowment	\$22,500	\$26,250	\$40,000	\$47,000	\$86,500	\$91,500
Operations	\$2,500	\$3000	\$3,000	\$3,000	\$3,500	\$3,500

Commissioners Court - Regular Session

31.

Meeting Date: 09/13/2016

Tax year 2016 rate adoption for Williamson County

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the adoption of the 2016 tax rates for Williamson County.

Background

The following tax rate was proposed August 13th - \$0.481529

Notes:

Each component of the total tax rate must be adopted separately as outlined in the order.

The vote that exceeds the effective rate must be a record vote.

The verbiage below must be voiced by the official making the motion for the total tax rate which is highlighted in the Order under Total Tax Rate on page 4.

I move that the property tax rate be increased by the adoption of a tax rate of \$_____ which is effectively a _____% percent increase in the tax rate.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order of Motions

Tax Rate Language

Tax Rate order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 08/23/2016 12:21 PM

1st Maintenance and Operations:

I move for a tax rate of \$._____ per \$100.00 of taxable value for the purpose of Maintenance and Operations (M & O)

2nd Interest and Sinking Service:

I move for a tax rate of \$._____ per \$100.00 of taxable value for the purpose of Interest and Sinking Service

3rd Road and Bridge Tax:

I move for a tax rate of \$._____ per \$100.00 of taxable value for the purpose of assessing the Road and Bridge Taxes

4th Total Tax Rate:

I move that the property tax rate be increased by the adoption of a tax rate of \$._____ which is effectively a _____% increase in the tax rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY [REDACTED] PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$ [REDACTED].

Language for motion to adopt a total tax rate

I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF _____, WHICH IS EFFECTIVELY A _____ INCREASE IN THE TAX RATE.

<u>Tax Rate</u>	<u>% Increase</u>
0.481529	7.82%
0.479029	7.26%
0.476529	6.70%
0.474029	6.14%
0.471529	5.58%

Language for resolution to adopt a total tax rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY _____.

<u>M&O Rate</u>	<u>% increase</u>	<u>\$ increase</u>
\$0.274029	7.84%	\$19.93
\$0.271529	6.86%	\$17.43
\$0.269029	5.87%	\$14.93
\$0.266529	4.89%	\$12.43
\$0.264029	3.91%	\$9.93

**WILLIAMSON COUNTY COMMISSIONERS COURT ORDER
ADOPTION OF 2016 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS**

STATE OF TEXAS

*** BEFORE THE COMMISSIONERS COURT**

*** OF**

COUNTY OF WILLIAMSON

*** WILLIAMSON COUNTY, TEXAS**

THAT ON THIS THE 13th day of September 2016, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa Birkman, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Ron Morrison, Commissioner Precinct #4
Nancy E. Rister, County Clerk

And at said meeting, among other business, the Court did consider the following:

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2016

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each \$100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2016, which will be due no later than January 31, 2017 at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; **NOW**

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court hereby adopts the following tax rates:

Maintenance and Operations:

_____, Commissioner Precinct # _____, moved for a tax rate of \$ _____ per \$100.00 of taxable value for the purpose of Maintenance and Operations (M & O); and seconded by _____, Commissioner Precinct # _____:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Ron Morrison, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

Interest and Sinking Service:

_____, Commissioner Precinct # _____, moved for a tax rate of \$ _____ per \$100.00 of taxable value for the purpose of Interest and Sinking Service; and seconded by _____, Commissioner Precinct # _____:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____

Valerie Covey,
Commissioner, Precinct 3: _____

Ron Morrison,
Commissioner, Precinct 4: _____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

Road and Bridge Tax:

_____, Commissioner Precinct # _____, moved for a tax rate of \$ _____ per \$100.00 of taxable value for the purpose of assessing the Road and Bridge Taxes; and seconded by _____, Commissioner Precinct # _____:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Ron Morrison, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

Total Tax Rate:

I, [REDACTED], Commissioner Precinct # [REDACTED], move that the property tax rate be increased by the adoption of a tax rate of \$ [REDACTED] which is effectively an [REDACTED] % increase in the tax rate; and Seconded by [REDACTED], Commissioner Precinct # [REDACTED]:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Ron Morrison, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY [REDACTED] PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$ [REDACTED].

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under

the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Dan A. Gattis was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 13th day of September of 2016.

Dan A. Gattis, County Judge

ATTEST:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session

32.

Meeting Date: 09/13/2016

Building Efficiency: Cite and Release Grant approval

Submitted For: D. Hobbs

Submitted By: Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the final approval to accept and use the Building Efficiency: Cite and Release Grant award.

Background

Office of Governor awarded this grant on September 6, 2016

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

grant

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 10:27 AM

Started On: 09/06/2016 11:46 AM

State of Texas

County of Williamson

Know All Men by These Presents:

That on the 16th day of February, 2016 the Commissioners Court of Williamson County met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, The Commissioners Court finds it in the best interest of the citizens of Williamson County that the Williamson County Attorney's Office applies for the DJ-Edward Byrne Memorial Justice Assistance Grant Program through the Governor's Office and submits the Building Efficiency: Cite and Release Grant; and

WHEREAS, Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

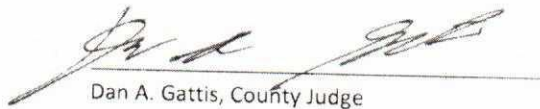
WHEREAS, Commissioners Court designates Dee Hobbs, Williamson County Attorney as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Commissioners Court approves submission of the grant application for the Williamson County Attorney's Office-Building Efficiency: Cite and Release to the Office of the Governor, Criminal Justice Division.

Signed by:

Passed and Approved the 16th day of February, 2016

Grant Number: 3085801


Dan A. Gattis, County Judge

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

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

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

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

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

Grant Number:	3085801	Award Amount:	\$65,776.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	12/01/2016 - 12/31/2016	Grantee In Kind Match:	\$0.00
Liquidation Date:	03/31/2017	Total Project Cost:	\$65,776.00
Program Fund:	DZ-Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]		
Grantee Name:	Williamson County		
Project Title:	Building Efficiency: Cite & Release program		
Grant Manager:	Marta Salinas		
DUNS Number:	076930049		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	8/28/2014
Federal/State Award ID Number:	2014-DJ-BX-0857
Total Federal Award/State Funds Appropriated:	\$13,849,044.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	

The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. The grant end date has been changed to 12/31/2016. Once the award is accepted and activated, the recipient must initiate a grant adjustment to change the end date to 9/30/2017 (which will result in a 30 day liquidation period).	8/19/2016			



GOVERNOR GREG ABBOTT

Dear Grantee:

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

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

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

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

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

Camille Cain
Executive Director
Criminal Justice Division

Commissioners Court - Regular Session

33.

Meeting Date: 09/13/2016

Lexis Subscription Contract

Submitted For: D. Hobbs

Submitted By: Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding LexisNexis Contract Subscription Plan Amendment for the Williamson County Attorney's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LexisNexis Contract for CA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 10:27 AM

Started On: 09/06/2016 01:09 PM

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**

"Subscriber" : Williamson County Attorneys Office	"LN" : LexisNexis, a division of RELX Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
1097ZH	Georgetown, TX

3. CERTIFICATION

3.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	23
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3.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

3.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

3.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Texas Enhanced	CDENTX	Full
(b)	National Primary Law	GSL LX0	Full
(c)	News	SUB625	
(d)	Law Reviews and Journals	SB0078	
(e)	TX Litigation & Trans Guides	MBTX04	
(f)	TX Criminal Practice	MBTX10	
(g)	American Law Review	ZZYWVJ	
(h)	TX Jurisprudence	ZZYWVM	
(i)	Moore's Federal Practice	MB002	
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	10/1/2016	to 9/30/2017	\$ 1,196.00
Beginning	10/1/2017	to 9/30/2018	\$ 1,196.00
Beginning	10/1/2018	to 9/30/2019	\$ 1,196.00
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

NA
(Initial)

Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until September 26, 2016. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.3 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.4 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

WILLIAMSON COUNTY ATTORNEYS OFFICE

SUBSCRIBER

LexisNexis, a division of RELX Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Williamson County Attorneys Office ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

WILLIAMSON COUNTY ATTORNEYS OFFICE

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Commissioners Court - Regular Session

34.

Meeting Date: 09/13/2016

budget order

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the FY16/17 Budget Order.

Background

The only change is the addition of the Non - Reimbursable Expenses Policy that was inadvertently left off as an Addendum.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[changes.b.o.](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 09/06/2016

Reviewed By

Rebecca Clemons

Date

09/06/2016 12:19 PM

Started On: 09/06/2016 12:08 PM

**STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2016/2017 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2016/2017;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.698 per year
n)	Each Constable	80,771.60 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2016/2017 budget year is as follows:

Veterans Day	Friday	November 11, 2016
Thanksgiving Holiday	Thursday Friday	November 24, 2016 November 25, 2016
Christmas Holiday	Friday Monday	December 23, 2016 December 26, 2016
New Year's Holiday	Friday	December 30, 2016
Martin Luther King Day	Monday	January 16, 2017
President's Day	Monday	February 20, 2017
Good Friday	Friday	April 14, 2017
Memorial Day	Monday	May 29, 2017
Independence Holiday	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017

See Addendum: The Williamson County Employee Policy Manual (as updated August 2, 2016). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

3. A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of \$250 per month. In order to receive the CIT supplemental pay a law enforcement

tenured deputy must hold the appropriate certifications and follow established policies and procedures.

4. A maximum of 4 positions in Emergency Communications may receive \$100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

5. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

6. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$150.00 per month may be paid as FTO incentive pay per position.

7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund.

8. An employee in the Facilities Maintenance department may receive up to \$75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

9. "An employee in the Technology Services department may receive a supplement of up to \$100 per week for On-Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a

cell phone while on call. The assigned on-call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on-call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on-call employee must follow the departmental procedures for On-Call duty in order to receive the supplemental pay."

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual

distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Employee Fund:** The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of the County Christmas Party
- b) Flowers for the death of an employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
(Purchasing guidelines must be adhered to)
 - i. The employee must be vested
 - ii. \$40.00 allowed for employees with up to 15 years of service
 - iii. \$80.00 allowed for employees with over 15 years of service
- d) Employee of the Year Awards

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

7. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a “goal of reaching and maintaining 25% of projected claims”. The goal of each year’s budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.

8. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County’s sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

9. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

V. PURCHASING – GENERAL PROCEDURES

1. Since the Purchasing function within Williamson County is neither centralized or decentralized, frequent communication and training between individual county departments and the Purchasing Department are both vital and necessary to best facilitate the judicious expenditure of county dollars. As such, employees of Williamson County departments conduct many purchasing functions under the delegated authority of the county’s Purchasing Agent. Responsibility for adherence and compliance to all Purchasing Policies and legal requirements rests primarily with the employee, under the supervision of either a Department Head or Elected Official who certifies conformance. Interpretations and clarifications as to legal requirements

and Purchasing Policies should be addressed by the Purchasing Department and legal counsel as necessary.

2. Williamson County uses both Purchase Orders and Procurement Cards (P-cards) for general purchases of goods and services. A good understanding and working knowledge of each procurement method is essential before a purchase is requested or conducted by any employee. Each method has its own policies that must be strictly followed.
3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: <https://wilco365.sharepoint.com/purchasingportal>. This site provides county departments access to:
 - a. Policies, Procedures and Manuals
 - b. Training Materials
 - c. Forms
 - d. Guides and other tools to assist in the purchasing process
4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.
 - a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
 - b) Day travel -travel **outside** the county that does not include an overnight stay.
 - c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
 - d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
 - e) Official county business -business that relates directly to a person's work function and directly benefits the county.
 - f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
 - g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)
2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- i) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
- j) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
- k) All authorizations and account coding should be made on the invoice.
- l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- m) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- n) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- o) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.
- p) Cell phone use will be reimbursed/paid according to the county cell phone policy.

- q) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- r) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publically owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.
- s) Transfer of funds out of the following line items will not be allowed:
 - i) Training
 - ii) Gasoline
 - iii) Cell Phones
- t) Transfer of funds into any of the above line items may be allowed.
- u) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:
 - i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, 1102, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
 - ii. Fringe Benefits
- v) All recruitment items purchased must comply with [Article III, section 52 of the Texas Constitution](#). Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
 - i. Funds for recruitment items must be approved during the annual budget process.
 - ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
 - iii. “Give Away” items such as pens, pencils, etc. should not exceed \$2.00 per item.
 - iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within

Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs
- b) One Chief and three Captains in the Corrections Division of the Sheriff's Office
- c) Each Constable and Deputy Constables
- d) Investigators in the District Attorney and County Attorneys offices
- e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court
- f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
- g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
- h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
- j) The MOT Director and all on call MOT counselors
- k) The Manager of Emergency Management and the Assistant Manager of Emergency Management

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
S. Shanks
D. Garrett
J. Hicks

Constable Office Pct. 2

S. Holt

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and the Budget Officer.

3. All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioner's Court on a quarterly basis of the status of the entire

county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

VIII. COMMISSIONER'S COURT

This order designates the Commissioner's Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 4 for, and 0 against on the day of September 6, 2016.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Cell Phone Policy

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- \$20.00 Per Month – (\$10.00 per pmt)
- \$30.00 Per Month – (\$15.00 per pmt)
- \$40.00 Per Month – (\$20.00 per pmt)
- \$50.00 Per Month – (\$25.00 per pmt)
- \$60.00 Per Month – (\$30.00 per pmt)
- \$70.00 Per Month – (\$35.00 per pmt)
- \$80.00 Per Month – (\$40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the

employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non – Reimbursable Expenses

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- b. Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Airport parking above the most affordable rate available (currently \$7 at ABIA)
- Valet service (if self-parking is an option) or
- Sales tax on hotel parking
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding \$2 per item

DRAFT

Commissioners Court - Regular Session

35.

Meeting Date: 09/13/2016

Museum Contract for FY17

Submitted For: Ashlie Koenig

Submitted By: Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the contract for services with the Williamson County Museum for FY17.

Background

The FY16 contract was for \$225,834 as is this new agreement for FY17. This is simply a renewal with no increase to the FY17 adopted budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Museum FY17

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 11:39 AM

Started On: 09/08/2016 10:49 AM

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2017)**

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. Payment/Inspections & Audits. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **\$225,834.00 payable after October 1, 2016 and prior to the end of FY2017 or September 30, 2017 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON COUNTY 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 MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. **Compliance with All Laws.** MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. **No Assignment.** This CONTRACT may not be assigned.

9. **Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate or business existence of MUSEUM;
- b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
- c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. **Term.** The stated term of this CONTRACT shall be until **September 30, 2017**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Venue & Applicable Law.** Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

13. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A"**.

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____, 20____

FOR MUSEUM:

Mickie Ross

Authorized Agent
The Williamson Museum

Date: September 8, 2016

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, of the Williamson Museum, on behalf of the organization.

Notary Public, State of Texas

Commissioners Court - Regular Session

36.

Meeting Date: 09/13/2016

BA Agreement

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Business Associate Agreement between Williamson County, Texas and Commission on Accreditation of Ambulance Services to ensure access to and use of Williamson County EMS patient information is in compliance with the requirements of HIPPA.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Business Associate Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/07/2016

Reviewed By

Wendy Coco

Date

09/07/2016 02:40 PM

Started On: 09/07/2016 12:04 PM

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into and effective as of the date of the first party’s execution below, between **Williamson County, Texas**, a political subdivision of the State of Texas, with its principal office at 710 Main Street, Suite 101, Georgetown, Texas 78626 (“County”), and the **Commission on Accreditation of Ambulance Services** (“Associate”).

WITNESSETH:

WHEREAS, Associate provides the following services to County (the “Services”): accreditation services related to the Williamson County Emergency Medical Services Department (“EMS”); and

WHEREAS, the Services may constitute, in whole or in part, services described in the definition of “business associate” set forth in Title 45, Section 164.103 of the Code of Federal Regulations (“CFR”); and

WHEREAS, in connection with the provision of Services, Associate might require access to certain information maintained by County in order to fulfill its obligations to County and/or to conduct its own business; and

WHEREAS, County and Associate desire to enter into this Agreement in order to ensure that Associate’s access to and use or disclosure of any and all information relating to County’s patients complies fully with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereto by the Department of Health and Human Services (“HHS”) and codified at 45 CFR Parts 160 and 164, as amended from time to time, including without limitation (i) the Privacy Standards for the Protection of Health Information set forth at 45 CFR Part 164, Subparts A and E, and (ii) the Security Standards for the Protection of Electronic Protected Health Information set forth at 45 CFR Part 164, Subpart C (the statute and regulations are hereinafter collectively referred to as “HIPAA”).

NOW, THEREFORE, in consideration of the mutual covenants and promises more fully set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions.

a. **“Protected health information”** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time. At a minimum, protected health information shall include all individually identifiable health information pertaining to any individual treated by EMS (each, an “Individual”) that is transmitted or maintained in any electronic or other form or medium.

b. **“Individually identifiable health information”** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time, and for purposes of this Agreement shall mean such information relating to an Individual that is furnished by County to

Associate or created by Associate for or on behalf of County, and (i) is created or received by County, Associate or another health care provider, health plan, employer, or healthcare clearinghouse; (ii) relates to the past, present or future physical or mental condition of an Individual or the past, present or future payment for the provision of services or related health services to such Individual, and (iii) that identifies the Individual, or for which there is reasonable basis to believe the information can be used to identify the Individual.

c. **"Privacy Standards"** shall mean the Privacy Standards for the Protection of Health Information set forth at 45 CFR Part 164, Subparts A and E, as amended from time to time.

d. **"Electronic protected health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time.

e. **"Security Standards"** shall mean the Security Standards for the Protection of Electronic Protected Health Information set forth at 45 CFR Part 164, Subpart C, as amended from time to time.

f. **"Breach"** shall mean the acquisition, access, use, or disclosure of PHI in a manner that: (i) is not permitted by the HIPAA Privacy Regulations; (ii) poses a significant risk of financial, reputational, or other harm to the individual; and (iii) is not excluded from the definition of Breach found at 45 C.F.R. § 164.402. In the event of any inconsistency between the definition of Breach in this Amendment and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.

g. **"HITECH Act"** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act, Pub. L. No. 111-5.

h. **"Unsecured Protected Health Information"** shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

i. Except as otherwise specified in this Agreement, terms used in this Agreement shall be interpreted in a manner consistent with and necessary for County to comply with the Privacy Standards and the Security Standards.

2. **Disclosure to Associate.** Nothing in this Agreement shall be construed to require County to furnish or disclose to Associate any protected health information or other information relating to Individuals. This Agreement is intended solely to require and ensure that Associate's use or disclosure of such protected health information complies fully with the Privacy Standards.

3. **Use of Protected Health Information.** Associate agrees to use protected health information received by Associate from County or created by Associate on behalf of County solely in its capacity as a business associate to the County, and only to the extent necessary: (i) to meet its obligations to County; (ii) for the proper management and administration of Associate; and

(iii) to carry out Associate's legal responsibilities. Associate shall not use protected health information for any other purpose, or in any manner that would constitute a violation of the Privacy Standards or County's Notice of Privacy Practices, as the same may be amended from time to time (the "Privacy Notice"). Associate hereby acknowledges that it has received a copy of the Privacy Notice and will comply fully with its provisions.

4. **Disclosure of Protected Health Information.** Associate may disclose protected health information only in a manner permitted pursuant to this Agreement or as required by law. To the extent Associate discloses protected health information to any third party, the Associate shall, prior to making any such disclosure and in addition to the assurances required by Section 7 of this Agreement, obtain: (i) reasonable assurances from such third party that the protected health information will be held confidential as required by this Agreement and used or further disclosed only as required by law or for the specific purpose for which it was disclosed to such third party; and (ii) the written agreement of such third party to notify immediately Associate of any breach of the confidentiality of such protected health information, to the extent such third party obtains knowledge of such breach. Associate shall not disclose protected health information received from County for any other reason, or in any manner that would constitute a violation of the Privacy Standards.

5. **Safeguards.** Associate agrees to implement and utilize safeguards to prevent the use or disclosure of protected health information for any purpose other than as expressly provided for in this Agreement. Upon request therefore, Associate will provide County with information regarding the nature of such safeguards and the effectiveness of their implementation and maintenance.

6. **Reporting and Mitigation.** Associate agrees to (a) report immediately to County in writing any use or disclosure of protected health information not provided for in this Agreement of which Associate becomes aware; and (b) take such actions as may reasonably be requested by County or as may reasonably be required to mitigate the effects of any use or disclosure of protected health information by Associate or any of its contractors, employees or affiliates in violation of this Agreement. Associate agrees to notify the County as required by 45 CFR 164.410 following the discovery of a breach of unsecured PHI. Such notice shall be provided without unreasonable delay and within the timeframe prescribed in the Privacy Standards and shall include, to the extent possible, information that the County is required to include in notification to the individual under 45 CFR 164.404.

7. **Third Parties.** Associate shall require that any agent, subcontractor or other third party to whom it is permitted or required to provide protected health information pursuant to this Agreement agree in writing to the same restrictions and conditions that apply to Associate with respect to such protected health information. Upon request therefore, Associate shall furnish County with documentation regarding such third party agreements.

8. **Access to Protected Health Information.**

a. If Associate maintains protected health information subject to this Agreement, it agrees to make available to any Individual access to his or her protected health information promptly following a request by County therefore in accordance with 45 CFR §

164.524, as amended from time to time. In the event that any Individual requests access to protected health information directly from Associate, the Associate shall immediately forward such request to County, and County shall notify Associate if there is any basis on which to deny such access to protected health information. In all cases, Associate shall abide by the determination of County regarding any full or partial denial of access to such protected health information to any Individual.

b. If Associate maintains protected health information subject to this Agreement, upon request by County for access to protected health information about an Individual, Associate will make such protected health information available to County for the amendment of the Individual's protected health information or any record set which includes information regarding the Individual. Associate shall provide such information to the County for amendment and shall incorporate any such amendments in the protected health information used and disclosed by Associate in accordance with this Agreement, as required by 45 CFR § 164.526, as amended from time to time.

c. If Associate maintains protected health information subject to this Agreement, during the term of this Agreement, Associate shall maintain, and furnish to County upon request, such information as is required to assist County in making an accounting of disclosures of protected health information relating to Individuals and in Associate's possession pursuant to 45 CFR § 164.528, as amended from time to time. In the event that any such request for an accounting is made directly to Associate, Associate shall immediately notify County in writing of such request, and County shall be responsible for the preparation and delivery of any such accounting. In order to permit County to undertake such an accounting, Associate shall, upon request, furnish County with the following information: (i) the date of all disclosures of protected health information by Associate to any third party; (ii) the name of the third party receiving such protected health information, and the address of such third party, if known; (iii) a brief description of the protected health information disclosed; (iv) a brief statement of the basis and purpose of such disclosure; and (v) such other information as reasonably requested by County regarding such protected health information. Notwithstanding the foregoing to the contrary, however, under no circumstances shall Associate be required to maintain information regarding disclosures described in 45 CFR § 164.528(a)(1)(i) through (ix), as amended from time to time, for which the parties agree County is not required to furnish an accounting pursuant to 45 CFR § 164.528.

9. Breach Notification.

a. Effective September 23, 2009, the Business Associate shall immediately report to the Covered Entity any Breach of Unsecured Protected Health Information. Such report shall include at least the following information:

- (1) the identity of each Individual whose information was accessed, acquired or disclosed during the breach;
- (2) a brief description of what happened;
- (3) the date of discovery of the breach;

- (4) the nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
- (5) any steps Individuals should take to protect themselves from potential harm resulting from the breach; and
- (6) a brief description of what the Associate is doing to investigate the breach, to mitigate harm to Individuals, and to protect against any further breaches.

b. Accountings of Disclosures. Associate will provide to an Individual, upon the request of that Individual or the Covered Entity, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

c. Compliance with HIPAA Privacy and Security Rules.

- (1) Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into the Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§ 1320d-5 and 1320d-6.

d. Remuneration in Exchange for Protected Health Information. As of the effective date of Section 13405(d) of the HITECH Act, Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

e. Identity Theft Regulations. To the extent that Associate provides services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered by the Covered Entity (including, but not limited to,

billing and collection services), Associate shall have and follow policies to detect and prevent identity theft in accordance with the identity theft regulations of the Federal Trade Commission, 16 C.F.R. § 681.2. In addition, Associate shall: (1) report to Covered Entity any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flags") involving anyone associated with Covered Entity, including its patients, employees, and contractors, and (2) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.

10. Security Provisions. Notwithstanding any other provision of this Agreement or the underlying agreement to the contrary,

a. **Security Safeguards.** Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of County, as required by the Security Standards.

b. **Agents.** Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information that Associate creates, receives, maintains, or transmits on behalf of County agrees in writing to implement reasonable and appropriate safeguards to protect such information.

c. **Security Incidents.** Associate shall report to County any security incident of which it becomes aware. For purposes of this Agreement, the term "security incident" means the attempted or successful access, use, disclosure, modification or destruction of Electronic Protected Health Information to which this Agreement applies or interference with system operations in any information system of County, Associate or any subcontractor or agent of Associate. Inconsequential incidents that occur on a daily basis, such as scans, pings or unsuccessful attempts to penetrate Associate's networks or servers containing electronic PHI shall not be considered a "security incident" subject to reporting, unless so required by the Security Standards.

11. Disclosure of Books and Records. Associate agrees to make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by Associate on behalf of, County available to the Secretary of HHS for purposes of determining County's compliance with the Privacy Standards and the Security Standards.

12. Termination of this Agreement. In the event that County reasonably determines that Associate has violated a material term of this Agreement, County may, upon written notice, terminate this Agreement and any underlying agreement(s) between the parties. Notwithstanding any termination of this Agreement as permitted hereunder, the obligation of Associate to comply with Privacy Standards with respect to Individual shall survive such termination.

13. Responsibilities upon Termination. Upon the termination of this Agreement and/or the underlying agreement(s) between the parties, Associate shall, if feasible, return or destroy all protected health information received from, or created or received by Associate on behalf of, County that Associate or any contractor, agent or associate of Associate still maintains

in any form and retain (and permit any such contractor, agent or associate to retain) no copies of such information or, if such return or destruction is not feasible, extend (and cause any such contractor, agent or associate to extend) the protections of this Agreement to such protected health information and limit further uses and disclosures thereof to those purposes that make the return or destruction of the information infeasible.

14. **Extended Responsibilities of Associate.** In addition to meeting its obligations under this Agreement, Associate shall ensure that its directors, shareholders, members, employees, contractors, subsidiaries, affiliates, successors and assigns comply fully with the terms and requirements of this Agreement as if such parties were themselves directly a party to this Agreement.

15. **Modification of Agreement.** This Agreement shall remain in full force and effect throughout the term hereof, and may not be modified except in a writing executed by both parties hereto. Notwithstanding the foregoing, however, in the event of any amendment or modification of the Privacy Standards, this Agreement shall be deemed modified to the extent required to ensure continued compliance with such amended or modified Privacy Standards.

[Remainder of Page is Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above by executing the Agreement in the space provided below.

COUNTY:
Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____

ASSOCIATE:
Commission on Accreditation of Ambulance Services

By: Michael W. McHugh

Title: Director of Accreditation

Date: 8/8/16

Address: 1926 Waukegan Road
Glennview, IL 60025

Commissioners Court - Regular Session

37.

Meeting Date: 09/13/2016

FEMA Project Number PA-06-TX-4223-PW01951 Project Title - WIL025C Damaged Roads

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL025C Damaged Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW01951-Project Title WIL025C Damaged Roads, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[WIL025C-PW01951 Subgrant Award Letter](#)

[Terms and Conditions](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 09/02/2016

Reviewed By

Wendy Coco

Date

09/02/2016 03:00 PM

Started On: 09/01/2016 11:58 AM

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

August 10, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01951
Project Title: WIL025C – Damaged Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW01951						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	8/8/2016	\$6,091.77	75%	\$4,568.83	25%	\$1,522.94

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
 3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

- www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
 7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
 8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
 9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
 10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- i. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §___.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session

38.

Meeting Date: 09/13/2016

FEMA Project Number PA-06-TX-4223-PW02091 Project Title - WIL034C Driveways

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL034C Driveways

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02091 - Project Title WIL034C Driveways, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[WIL034C-PW02091 Subgrant Award Letter](#)

[Terms and Conditions](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 09/02/2016

Reviewed By

Wendy Coco

Date

09/02/2016 03:00 PM

Started On: 09/01/2016 12:14 PM

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

August 1, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02091
Project Title: WIL034C – Driveways
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW02091						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	7/12/2016	\$ 9,089.36	75%	\$ 6,817.02	25%	\$ 2,272.34

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
 3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

- www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
 7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
 8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
 9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
 10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- i. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §___.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session

39.

Meeting Date: 09/13/2016

FEMA Project Number PA-06-TX-4223-PW02092 Project Title - WIL037C Driveways

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL037C Driveways

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02092 - Project Title WIL037C Driveways, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 09/02/2016

Reviewed By

Wendy Coco

Date

09/02/2016 03:00 PM

Started On: 09/01/2016 12:25 PM

Commissioners Court - Regular Session

40.

Meeting Date: 09/13/2016

Motorola Services Contract Renewal

Submitted By: Catherine Roberts, Radio
Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Fiscal Year 2017 Motorola Maintenance Services Contracts S00001018218; S00001025308; S00001018224; S000010118227 as per HGAC contract #RA05-15.

Background

Service contract S00001018218 - Asset Management CS360

Service contract S00001025308 - DAS Repair/Services for the following county buildings: ESOC; Juvenile Justice Center; WCSO Jail, & Justice Center

Service contract S00001018224 - WCEC 911 Radio Dispatch Maintenance

Service contract S00001018227 - Towers and site infrastructure

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Motorola Asset Mgmt](#)

[Motorola DAS Maintenance](#)

[Motorola Dispatch Services](#)

[Motorola Tower Services](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Catherine Roberts

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 10:37 AM

Started On: 09/08/2016 09:22 AM



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018218
 Contract Modifier: RN17-FEB-16 15:04:16

Date: 04/07/2016

Company Name: Williamson County
Attn:
Billing Address: 508 Holly St
City, State, Zip: Georgetown, TX, 78626
Customer Contact: Catherine Roberts
Phone: (512)943-3575

Required P.O.: Yes
 Customer #: 1035809592
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #: 158303

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0105A	***** Recurring Services ***** SP-ASSET MGMT CS-RECURRING NETWORK(S)	\$2,249.71	\$26,996.52
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$2,249.71
			Subtotal - One-Time Event Services	\$.00
			Total	\$2,249.71
			Taxes	-
			Grand Total	\$2,249.71
<p>The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$ 1349.83</p>			<p>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.</p>	
Subcontractor(s)			City	State
MCM TECHNOLOGY LLC			BIRMINGHAM	AL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE

CUSTOMER (PRINT NAME)


MOTOROLA REPRESENTATIVE(SIGNATURE)

CSM
TITLE

4/21/16
DATE

NICK CASSIOPPI
MOTOROLA REPRESENTATIVE(PRINT NAME)

815-543-6915
PHONE

Company Name: Williamson County
Contract Number: S00001018218
Contract Modifier: RN17-FEB-16 15:04:16
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, 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 Maintenance 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 Maintenance 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 Maintenance 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 that 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 this 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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 the 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 Customers 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.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that 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

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. 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 under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers 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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. 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 writings 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 Motorolas 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 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 governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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 Customers 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 Customers 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 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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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 Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-7174

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018218
Williamson County support Services on Asset Management Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**COUNTY ADDENDUM FOR
Motorola SOLUTIONS SERVICES CONTRACTS
(Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County 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 The County'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.

VI.

Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer 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. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the _____ day
of _____, 2016.

WILLIAMSON COUNTY:

Motorola:

Authorized Signature



Authorized Signature



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001025308
 Contract Modifier: RN14-APR-16 10:37:59

Date: 04/14/2016

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: No
 Customer #: 1035809592
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
2	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$0.00	\$0.00
2	SVC079AD	ASTRO25 REMOTE SITE		
	SVC922AG	DISPATCH SITE		
4	SVC01SVC2007C	SP-ONSITE INFRA RESP SITE(S)	\$212.49	\$2,549.88
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$212.49
			Subtotal - One-Time Event Services	\$.00
			Total	\$212.49
			Taxes	-
			Grand Total	\$212.49
<p>The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$ 127.49</p>			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.	
Subcontractor(s)			City	State
MOTOROLA-CITY OF AUSTIN DO314			SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066			SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

	CSM	4/21/16
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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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NICK CASSIOPPI	815-543-6915
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name: Williamson County
Contract Number: S00001025308
Contract Modifier: RN14-APR-16 10:37:59
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, 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 Maintenance 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 Maintenance 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 Maintenance 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 that 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 this 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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 the 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 Customers 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.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that 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

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. 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 under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers 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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. 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 writings 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 Motorolas 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 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 governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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 Customers 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 Customers 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 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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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 Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

Certificate Number:
2016-7175

Date Filed:
01/29/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:
1/29/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

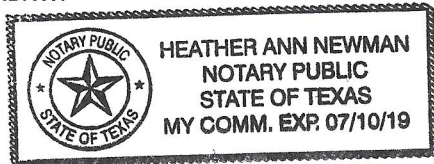
S00001025308
Maintenance Support for BDA/DAS sites.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicholas Cassioffi, this the 29 day of January, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Heather Newman

Printed name of officer administering oath

Universal Associate

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-7175

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
S00001025308
Maintenance Support for BDA/DAS sites.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**COUNTY ADDENDUM FOR
Motorola SOLUTIONS SERVICES CONTRACTS
(Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County 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 The County'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.

VI.

Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer 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. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

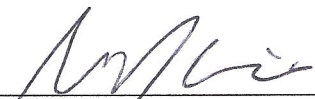
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Motorola:

Authorized Signature



Authorized Signature



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018224
 Contract Modifier: RN18-FEB-16 13:13:02

Date: 04/15/2016

Company Name:	Williamson County
Attn:	
Billing Address:	911 Tracy Chambers Ln
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: No
 Customer #: 1035809592
 Bill to Tag #: 0042
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0033A SVC828AE	SECURITY MONITORING DISPATCH SITE	\$254.56	\$3,054.72
2	SVC01SVC1102C SVC084AD	ASTRO DISPATCH SERVICE ASTRO25 DISPATCH SITE	\$330.19	\$3,962.28
2	SVC922AG	DISPATCH SITE		
1	SVC01SVC1103C SVC049AD	ASTRO NETWORK MONITORING ASTRO25 DISPATCH SITE	\$175.89	\$2,110.68
1	SVC088AH	DISPATCH SITE		
1	SVC160AD	ASTRO25 MOSCAD RTU		
2	SVC01SVC1104C SVC180AH	ASTRO TECHNICAL SUPPORT DISPATCH SITE	\$395.01	\$4,740.12
20	SVC01SVC1405C SVC128AD	NETWORK PREVENTATIVE MAINTENANCE A ASTRO25 OPERATOR POSITIONS	\$436.59	\$5,239.08
1	SVC149AH	DISPATCH SITE		
2	SVC01SVC1413C SVC115AD	ONSITE INFRASTRUCTURE RESPONSE-PREMIER ASTRO25 DISPATCH SITE	\$1,386.64	\$16,639.68
10	SVC117AD	ASTRO25 OPERATOR POSITIONS		
30	SVC589AG	ASTRO25 M1 OPERATOR POSITION		
3	SVC973AG	DISPATCH SITE		
15	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR MCC7500	\$1,590.24	\$19,082.88
1		SITE(S)		
1	SVC01SVC2008C	SP - NETWORK PREVENTATIVE MAINTENANCE SITE(S)	\$1,132.76	\$13,593.12
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES MCC7500	\$1,572.43	\$18,869.16
1		NETWORK(S)		
1		SITE(S)		
1	SVC02SVC0127A	NICE GOLD PACKAGE NICE IP OR MGEG LOGGER	\$5,455.12	\$65,461.44

1	SVC02SVC0201A	SITE(S) ASTRO SUA II UO IMPLEMENTATION SERVICES	\$1,783.38	\$21,400.56
1	SVC04SVC0016C	NETWORK(S) SECURITY UPDATE SERVICE	\$88.65	\$1,063.80
15	SVC335AH	WINDOWS CLIENT		
1	SVC336AH	DISPATCH SITE		
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$6,152.82	\$73,833.84
1	SVC032AG	SMA DISPATCH SITES		
22	SVC033AG	SMA CONSOLE OPS		
1	SVC034AG	SMA NICE LOGGERS		
1	SVC054AG	ARCHIVING INTERFACE SERVER		
586	SVC076AG	HARDWARE REFRESH		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services

\$20,754.28

\$249,051.36

Subtotal - One-Time Event
Services

\$.00

\$.00

Total

\$20,754.28

\$249,051.36

Taxes

-

-

Grand Total

\$20,754.28

\$249,051.36

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal
are valid only until

expiration of the current service contract. If
Customer does not provide

to MSI a valid, executed contract renewal within 30
days of contract

expiration a one-time administrative fee equal to
5% of the subsequent

years annual contract rate will be billed to the
Customer upon

reestablishment of the expired service contract.
Price with 5%

Administration fee once delinquent = \$ 12452.57

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA NIO SSA TEAM	SCHAUMBU RG	IL
MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBU RG	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
MSI- T6 SUA UPGRADE OPERATIONS (CB706)	AUSTIN	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX
NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



CSM

4/21/16

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

NICK CASSIOPPI

815-543-6915

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Williamson County
Contract Number: S00001018224
Contract Modifier: RN18-FEB-16 13:13:02
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

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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 the 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.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that 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

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. 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 under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. 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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. 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 writings 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 Motorolas 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 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 governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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 Customers 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 Customers 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 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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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 Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
 Austin, TX United States

Certificate Number:
 2016-7131

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Filed:
 01/29/2016

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018224
 Maintenance Contract services for Dispatch Center

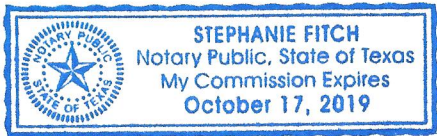
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Michael Duke
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Duke, this the 1 day of February, 2016, to certify which, witness my hand and seal of office.

Stephanie Fitch
 Signature of officer administering oath

Stephanie Fitch
 Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-7131

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
S00001018224
Maintenance Contract services for Dispatch Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**COUNTY ADDENDUM FOR
Motorola SOLUTIONS SERVICES CONTRACTS
(Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County 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 The County'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.

VI.

Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer 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. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the ____ day
of _____, 2016.

WILLIAMSON COUNTY:

Motorola:

Authorized Signature



Authorized Signature



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018227
 Contract Modifier: RN07-APR-16 10:30:34

Date: 04/13/2016

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: Yes
 Customer #: 1035809592
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #: 158303

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
4	SVC01SVC0032C SVC111AH	ASTRO NETWORK MONITORING-CTD REMOTE SITE	\$0.00	\$0.00
7	SVC153AD	ASTRO25 REMOTE SITE		
8	SVC158AD	ASTRO25 DISPATCH SITE		
1	SVC01SVC1101C SVC054AD	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ASTRO25 PRIME SITE	\$7,187.29	\$86,247.48
12	SVC055AD	ASTRO25 REMOTE SITE		
10	SVC058AH	REMOTE SITE		
13	SVC060AD	ASTRO25 DISPATCH SITE		
135	SVC061AD	ASTRO25 STATIONS		
1	SVC01SVC1102C SVC078AD	ASTRO DISPATCH SERVICE ASTRO25 PRIME SITE	\$347.20	\$4,166.40
6	SVC079AD	ASTRO25 REMOTE SITE		
5	SVC084AD	ASTRO25 DISPATCH SITE		
12	SVC921AG	REMOTE SITE		
4	SVC01SVC1103C SVC044AD	ASTRO NETWORK MONITORING ASTRO25 REMOTE SITE	\$927.41	\$11,128.92
5	SVC049AD	ASTRO25 DISPATCH SITE		
12	SVC087AH	REMOTE SITE		
2	SVC160AD	ASTRO25 MOSCAD RTU		
1	SVC01SVC1104C SVC034AD	ASTRO TECHNICAL SUPPORT ASTRO25 PRIME SITE	\$3,471.79	\$41,661.48
10	SVC035AD	ASTRO25 REMOTE SITE		
13	SVC040AD	ASTRO25 DISPATCH SITE		
14	SVC179AH	REMOTE SITE		
4	SVC01SVC1105C SVC099AH	ASTRO CUSTOMER TECHNICIAN DISPATCH REMOTE SITE	\$0.00	\$0.00
7	SVC132AD	ASTRO25 REMOTE SITE		
8	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$5,590.44	\$67,085.28

11	SVC121AD	ASTRO25 REMOTE SITE		
13	SVC126AD	ASTRO25 DISPATCH SITE		
15	SVC127AD	ASTRO25 STATIONS		
12	SVC148AH	REMOTE SITE		
60	SVC212AA	GROUND ACCESSIBLE STATION		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$18,046.01	\$216,552.12
1	SVC109AD	ASTRO25 PRIME SITE		
7	SVC110AD	ASTRO25 REMOTE SITE		
9	SVC115AD	ASTRO25 DISPATCH SITE		
135	SVC116AD	ASTRO25 STATIONS		
75	SVC219AC	STATIONS		
19	SVC972AG	REMOTE SITE		
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$3,749.28	\$44,991.36
6	SVC931AD	ASTRO25 REMOTE SITE		
8	SVC945AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	\$8,918.46	\$107,021.52
15		SITE(S)		
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$2,781.09	\$33,373.08
2		NETWORK(S)		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$236.23	\$2,834.76
1		NETWORK(S)		
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$5,335.89	\$64,030.68
8	SVC031AG	RF/SIMULCAST SITES		
10	SVC035AG	SMA MOSCAD NFM RTU		
105	SVC053AG	TRUNKING RF STATIONS		
1	SVC056AG	MOSCAD NFM CLIENTS		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$56,591.09	\$679,093.08
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$56,591.09	\$679,093.08
Taxes	-	-
Grand Total	\$56,591.09	\$679,093.08

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$ 33954.65

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA NIO SSA TEAM	SCHAUMBU RG	IL

MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
MOTOROLA UPGRADE OPS (UO-SSC) - DO169	SCHAUMBU RG	IL
MOTOROLA - T6 COST TRANSFER (DO419)	CARROLLT ON	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

Michael Duke *Services Director* *4/18/2016*
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

NICK CASSIOPPI 815-543-6915
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Williamson County
Contract Number: S00001018227
Contract Modifier: RN07-APR-16 10:30:34
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, 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 Maintenance 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 Maintenance 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 Maintenance 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 that 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 this 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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 the transmission medium.

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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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. 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 writings 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 Motorolas 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 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 governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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 Customers 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 Customers 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 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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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 Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

Certificate Number:
2016-7172

Date Filed:
01/29/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018227
Maintenance Contract for services on their tower Sites.

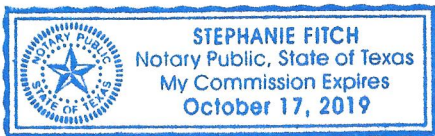
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Michael Duke

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Duke, this the 9 day of February, 20 16, to certify which, witness my hand and seal of office.

Stephanie Fitch

Signature of officer administering oath

Stephanie Fitch

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-7172

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018227
Maintenance Contract for services on their tower Sites.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**COUNTY ADDENDUM FOR
Motorola SOLUTIONS SERVICES CONTRACTS
(Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County 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 The County'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.

VI.

Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer 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. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the _____ day
of _____, 2016.

WILLIAMSON COUNTY:

Motorola:

Authorized Signature



Authorized Signature

Commissioners Court - Regular Session

41.

Meeting Date: 09/13/2016

Approval Auction Dates

Submitted For: Max Bricka

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Department to have any county-approved auction company hold on-line auctions for the sale of surplus county property on the following dates: November 9th-23rd in 2016, January 11th-25th in 2017, March 15th-29th in 2017, April 5th-19th in 2017, May 17th-31st in 2017, July 12th-26th in 2017 and September 13th-27th in 2017. All auctions closing by 5pm CST on these dates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 09:24 AM

Started On: 09/07/2016 09:43 AM

Commissioners Court - Regular Session

42.

Meeting Date: 09/13/2016

Annual Exemption for Vehicle and Equipment Repairs

Submitted For: Max Bricka

Submitted By: Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding annual request to exempt from competitive bidding/proposal requirements pursuant to Tex. Loc. Gov't Code §262.024(11) ("vehicle and equipment repairs") (i.e., those not covered by insurance coverage and that are paid for from county funds) for FY2016 / 2017 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Process has been reviewed by Purchasing, Legal, and Fleet Department and will remain in effect if re-approved. This exemption must be annually reviewed and re-approved prior to use in a new fiscal year. First approval was in Commissioners Court on 2/16/16 for FY 2015/2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vehicle and Equipment Exemption

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Max Bricka

Final Approval Date: 09/08/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

09/08/2016 11:01 AM

09/08/2016 11:39 AM

Started On: 09/07/2016 11:31 AM



Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

Vehicle and Equipment Repairs Exemption 2/1/16

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption.

1. Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:
 - a. **“PARTS”** is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
 - b. **“REPAIR SERVICES”** is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
 - c. **“VEHICLES”** is defined as “Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV’s. etc.)”
 - d. **“EQUIPMENT”** is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the \$50K bidding threshold. However, this **does not** negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure “best value” is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to commissioners court for approval.

2. What about these items? Do they qualify under the exemption?

a. Are the purchase of vehicles and equipment exempted?

No. This exemption is for the maintenance and repair of county vehicles and equipment and does not include either the original purchase; or installation of accessories.

b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

All of these would be included under this exemption, as they are “parts required to return Equipment or Vehicles to fully operational status”.

c. Oils, grease ,other lubricants and fluids:

All of these would be included under this exemption, as they are “parts required to return Equipment or Vehicles to fully operational status”.

d. Tires and tubes:

All of these would be included under this exemption, as they are “parts required to return Equipment or Vehicles to fully operational status”.

e. Towing (of vehicles and equipment back to Wilco or another repair yard):

This would qualify as a repair service under this exemption, since the service is needed “to return the Vehicles or Equipment back to its fully operational status”. This type of towing would be exempted to “get our equipment home” and does not include towing of a car to be impounded by the Sheriff’s Office since it is not property owned by the County OR being returned to fully operational status.

f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

Commissioners Court - Regular Session

43.

Meeting Date: 09/13/2016

award Risk Policies

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP#1606-096, Risk Policies, to the highest scoring proposer, Texas Association of Counties (TAC) for the following coverage lines: Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, and Public Officials Liability and rejecting General Liability and uninsured motorist coverage.

Background

After in depth evaluation and analysis the Evaluation Committee is recommending Texas Association of Counties (TAC), the highest scoring vendor out of 4 proposals received, to be awarded the contract for the following lines of insurance:

Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, and Public Official Liability, while rejecting General Liability and Uninsured Mmotorist coverage as they do not appear to be of great value to the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[score sheet](#)

[Analysis](#)

[Recommendation Letter Consultant](#)

[Recommendation Committee Chair](#)

[Property Insurance](#)

[Liability Lines](#)

[Sample Policy](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 11:39 AM

Started On: 09/08/2016 10:25 AM

Williamson County Evaluation Score Sheet

Risk Policies

RFP 1606-096

Wednesday, August 10, 2016 at 9:30AM

Minimum Requirements must be passed in order to be considered for scoring

Vendors	Texas Association of Counties	Carroll - Hartford	Wells Fargo - Gemini	RHSB - Travelers
Minimum Requirements	Pass	Pass	Pass	Pass
Respondents must include the carrier quotes and specimen policies including the endorsements that will be attached to the policy.	X	X	X	X
Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually.	X	X	X	X
The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail.	X	X	X	X
Self-Insurance Pools must complete and provide the requested information in the 'Self-Insurance Pools and Cooperatives' section.	X	X	X	X
Agents must be licensed to conduct business in the State of Texas and provide a copy of the license.	X	X	X	X
Agents must provide a certificate evidencing \$1,000,000 Per Occurrence for Errors and Omissions Insurance	X	X	X	X
A.M. Best ratings must be provided for all standard insurance company quotes.	X	X	X	X
Respondents must complete Respondent's References. This form must be filled out by the carrier supplying three Public Entity references.	X	X	X	X
Must provide all Texas Public Entity Property & Casualty Insurance Clients, with a population size of 25,000 or greater	X	X	X	X

Williamson County Evaluation Score Sheet
Risk Policies – Property/Boiler/Inland Marine/Crime
RFP 1606-096 - continued

Graded Evaluation Factors:

After grading all 4 firms, the highest scoring firms were asked to provide a Best and Final Offer which is reflected and included below

Evaluation Criteria	Total Points	Please select a Whole Number from the list provided for each question. (Do not score or update rating scores are not permitted)	FAMS Association of Knoxville	Carroll – Hartford	Wells Fargo – Zurich	RH&S – Travelers
1. Policy Limits	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	3	4	3
2. Policy Deductibles	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	3	2	2
3. Texas Property and Casualty Insurance Clients with a population size of 25,000 or greater	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	3	3
4. Completeness and Responsiveness to RFP Specifications	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	2	3	3
5. Carrier References	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	3	3
6. Price (RFP Cost Score): Lowest Respondent's proposal/Respondent's proposal x 10 (points)	10	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	9.99 (\$183,016)	10 (\$182,978)	7.80 (\$234,508)	7.25 (\$252,486)
Total before BAFO	35		26.99	25	22.80	21.25
Best and Final was requested from 2 highest scoring vendors			10 (\$183,016)	9.95 (\$183,953)		
Total after BAFO	35		27	24.95		

Risk Policies – GL/Cyber/LEL/POL/Auto

RFP 1606-095 - continued

Graded Evaluation Factors

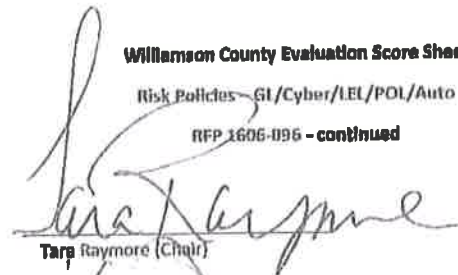
Evaluation Criteria	Total Points	Please select a Whole Number from the list provided for each question. (Decimal scoring or unranked rating scores are not permitted)	Texas Association of Counties	Carroll	Wells Fargo -- Geosid	RHSB -- Travelers
1. Policy Limits	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	N/A	2	1
2. Policy Deductibles	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	N/A	1	1
3. Texas Property and Casualty Insurance Clients with a population size of 25,000 or greater	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	N/A	3	3
4. Completeness and Responsiveness to RFP Specifications	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	N/A	3	3
5. Carrier References	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	N/A	3	3
6. Price (RFP Cost Score): Lowest Respondent's proposal/Respondent's proposal x 10 (points)	10	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	6.26 (\$572,015)	N/A	10 (\$358,093)	7.82 (\$457,755)
Total	35		23.26	N/A	22	18.82

Williamson County Evaluation Score Sheet

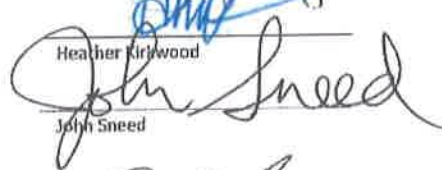
Risk Policies - GI/Cyber/LEL/POI/Auto

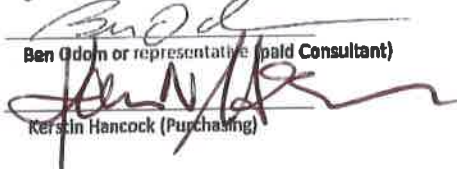
RFP 1606-096 - continued

Voting Committee Members:


Tara Raymore (Chair)


Holly Jung


Heather Kirkwood


John Sneed

Non-Voting Committee Members:


Ben Odom or representative (paid Consultant)

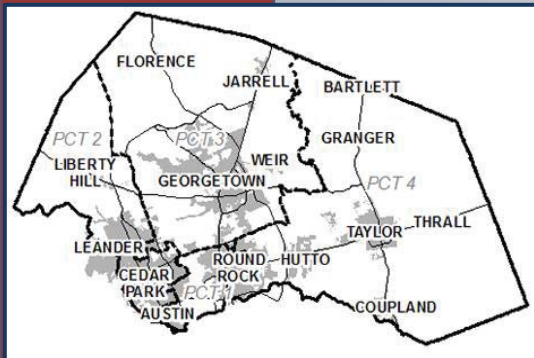

Kersin Hancock (Purchasing)



**WILLIAMSON
COUNTY**

1848

**Property and Casualty
Coverage Analysis
RFP NO. 1606-096**



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

818 Town & Country Blvd., Suite 500
Houston, Texas 77024-4549
(800) 877-1449
(713) 877-8975
www.mcgriff.com



Effective:

October 1, 2016 to October 1, 2017



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Section 7	Public Officials / Employment Practices Liability
Section 8	Automobile Liability and Physical Damage
Section 9	Casualty Premium Summary





Property / Boiler & Machinery Insurance

TAC		Hartford
Carriers:		
Term	10/01/2016-2017	10/01/2016-2017
Buildings & Personal Property	\$266,930,000	\$266,930,000
Mobile Equipment	\$5,926,425	\$5,926,425
Computer Hardware, Software & Media	\$5,000,000	\$5,000,000
Law Enforcement Animals	\$30,000	\$30,000
TIV	\$277,886,425	\$277,886,425
Perils	All Risk of Direct Physical Loss or Damage to covered property, including Flood and Earthquake, including Boiler & Machinery except as excluded within the policy.	All Risk of Direct Physical Loss or Damage to covered property, including Flood and Earthquake, including Boiler & Machinery except as excluded within the policy.
Sub-Limits	Blanket Real & Personal Property & EE/Gross Earnings	Blanket (except for Courthouse) Real & Personal Property & EE/Gross Earnings
Boiler & Machinery	\$25,000,000	\$100,000,000
Flood	Except SFHA - \$5,000,000 SFHA - \$2,500,000	Zone X & C - \$10,000,000 Zone B - \$5,000,000 Zone A & V - \$1,000,000
Earthquake – Annual Aggregate	\$5,000,000	\$10,000,000
Extra Expense/Gross Earnings	\$1,500,000	\$1,500,000
Demolition and Increased Cost of Construction	\$2,000,000	\$2,000,000
Newly Acquired Property – 90 Day Reporting Period, Incl. \$100,000 Any One Piece of Rental Mobile Equipment	\$2,500,000	\$2,500,000
Unnamed Locations	\$2,500,000	\$2,500,000
Debris Removal	Less of 25% of Loss or \$2,500,000	\$250,000 plus \$250,000 through Combined Additional Protection
Outdoor Property	Included	Included
Valuable Papers and Records	\$1,000,000	Included in Business Personal Property
Expediting Expense	\$500,000	\$25,000
Installation Floater	\$250,000 B&M Sublimit Included	\$50,000





TAC		Hartford
Carriers:		
Fungus, Mold and Mildew	Excluded	\$50,000
Unscheduled Outdoor Property	Included	\$2,000,000
Wind Driven Rain	Included	Included
Windstorm	Included	Included
Flood Zone determination in effect at the 10/01/16 inception date of the policy will apply throughout the entire policy term. If a location does not have a flood zone will be determined at time of loss.	Yes	Yes
Deductibles:		
Flood	Except SFHA - \$25,000 SFHA - \$500,000 excess NFIP	Zone X, C & B - \$50,000 Zone A & V - \$500,000
Earthquake	\$25,000	\$10,000
Boiler & Machinery	\$10,000	\$1,000
Mobile Equipment	\$1,000	\$2,500
Law Enforcement Animals	\$1,000	\$10,000
Wind & Hail	\$10,000	\$10,000
All Other Perils	\$10,000	\$10,000
Valuation:		
	Replacement Cost – Real Property, Personal Property, Personal Property of Others and Boiler & Machinery Actual Loss Sustained – Time Element	Replacement Cost – Real Property, Personal Property, Personal Property of Others and Boiler & Machinery Actual Loss Sustained – Time Element
Total Estimated Premium:		
	\$214,514	\$215,182
Terrorism (Optional):		
	Included	\$6,511

- Notes:
- 1) This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms & conditions within the actual insurance policies.
 - 2) TAC – For an additional premium of \$1,949, the Boiler & Machinery Limit can be increased to \$100,000,000.
 - 3) TAC – \$25,000 All Other Perils Deductible Option: \$183,016. (\$184,965 with \$100M of Boiler & Machinery)
 - 4) Hartford - \$25,000 All Other Perils Deductible Option: \$173,038. (Optional Terrorism: \$5,374)





Property / Boiler & Machinery Insurance

Carriers:		Zurich	Travelers
Term		10/01/2016-2017	10/01/2016-2017
Buildings & Personal Property		\$266,930,000	\$279,289,391
Mobile Equipment		\$5,926,425	\$5,926,425
Computer Hardware, Software & Media		\$5,000,000	\$5,000,000
Law Enforcement Animals		\$30,000	\$30,000
TIV		\$277,886,425	\$290,245,816
Perils		All Risk of Direct Physical Loss or Damage to covered property, including Flood and Earthquake, including Boiler & Machinery except as excluded within the policy.	All Risk of Direct Physical Loss or Damage to covered property, including Flood and Earthquake, including Boiler & Machinery except as excluded within the policy.
Sub-Limits		Blanket Real & Personal Property & EE/Gross Earnings	Blanket Real & Personal Property & BI/EE
Boiler & Machinery		\$50,000,000	\$25,000,000
Flood		Zone X&C - \$50,000,000 Zone B - \$10,000,000 Zone A&V - \$5,000,000	Excluding SFHA - \$10,000,000
Earthquake – Annual Aggregate		\$50,000,000	\$10,000,000
Extra Expense/Gross Earnings		Gross Earnings - \$500,000 Extra Expense - \$1,000,000	\$1,500,000
Demolition and Increased Cost of Construction		\$5,000,000	\$250,000
Newly Acquired Property – 90 Day Reporting Period, Incl. \$100,000 Any One Piece of Rental Mobile Equipment		\$1,000,000 Per Location – 30 Days	\$2,000,000 Per Location – 180 Days
Unnamed Locations		\$1,000,000	\$1,000,000
Debris Removal		\$5,000,000	\$250,000
Outdoor Property		Included	\$25,000
Valuable Papers and Records		\$2,500,000	\$50,000
Expediting Expense		\$500,000	\$25,000
Installation Floater		\$1,000,000	Excluded
Fungus, Mold and Mildew		\$100,000	\$25,000





Travelers

Zurich

Carriers:		Unscheduled Outdoor Property	Excluded	Covered within 1,000 ft of a scheduled building
	Wind Driven Rain		\$2,000,000	\$2,000,000
	Windstorm		Included	Included
	Flood Zone determination in effect at the 10/01/16 inception date of the policy will apply throughout the entire policy term. If a location does not have a flood zone will be determined at time of loss.	Yes		No
Deductibles:				
	Flood	\$50,000 – Zone X & C \$250,000 – Zone B \$500,000 – Zone A & V		\$100,000
	Earthquake	\$50,000		\$100,000
	Boiler & Machinery	\$10,000		\$10,000
	Mobile Equipment	\$1,000		\$1,000
	Law Enforcement Animals	\$1,000		\$1,000
	Wind & Hail	1% Per Location		1% - Minimum \$25,000
	All Other Perils	\$25,000		\$10,000
Valuation:				
		Replacement Cost – Real Property, Personal Property, Personal Property of Others and Boiler & Machinery		Replacement Cost – Real Property, Personal Property, Personal Property of Others and Boiler & Machinery
		Actual Loss Sustained – Time Element		Actual Loss Sustained – Time Element
Total Estimated Premium:		\$227,049		\$248,714
Terrorism (Optional):		\$5,263		\$7,461

- Notes: 1) This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.
 2) Zurich – Wind/Hail Deductible – 1% subject to a \$100,000 minimum
 3) Zurich – Provides Catastrophic Auto Physical Damage, \$25,000 deductible applicable





Crime Insurance

Carriers:		TAC Expiring	TAC	Zurich	Travelers	Hartford
Limits of Liability:						
\$100,000	Public Employee Dishonesty	Yes	Yes	Yes	Yes	Yes
\$100,000	Faithful Performance	Yes	Yes	Yes	Yes	Yes
\$100,000	Money & Securities (Inside/Outside)	Yes	Yes	Yes	Inside Only	Yes
\$100,000	Forgery & Alteration	Yes	Yes	Yes	Yes	Yes
\$100,000	Robbery or Safe Burglary (Inside/Outside)	Yes	Yes	Yes	Yes	Yes
\$100,000	Computer Fraud	Yes	Yes	Yes	Yes	Yes
\$100,000	Funds Transfer Fraud	Yes	Yes	Yes	Yes	Yes
\$100,000	Money Orders and Counterfeit Paper Currency	Yes	Yes	Yes	Yes	Yes
	Deductible	\$1,000	\$1,000	\$25,000	\$1,000	\$5,000

Terms & Conditions:		TAC Expiring	TAC	Zurich	Travelers	Hartford
Coverage includes loss of funds of others in the custody of the County		Yes	Yes	Yes	Yes	Yes
Public Employees bond coverage applies to all employers and appointed or elected officials?		No	No	Yes	Yes	Yes
Punitive Damages		No	No	No	No	No
Terminated Employees covered for ninety (90) days after termination of service		No	No	Yes	No	Yes
Treasurer, Tax Collector and Tax Office are Included		Yes	Yes	No	Yes	Yes

Total Estimated Premium:		TAC Expiring	TAC	Zurich	Travelers	Hartford
	Included In Property	Included In Property	Included in Property	\$2,196	\$3,772	\$5,671

Notes: Travelers –For an annual premium of \$7,664, the limits can be increased to \$1,000,000
Hartford – to increase the Crime limits to \$1,000,000 the annual premium is \$10,743





Property Premium Summary

Coverage	TAC Expiring	TAC \$10K AOP	TAC \$25K AOP	Zurich	Travelers	Hartford \$10K AOP	Hartford \$25K AOP
Property / Boiler	\$214,514	\$214,514	\$183,016	\$227,049	\$248,714	\$215,182	\$173,038
Crime	Included	Included	Included	\$2,196	\$3,772	Included	\$5,671
Total Premium	\$214,514	\$214,514	\$183,016	\$229,245	\$252,486	\$215,182	\$178,709
Optional Terrorism	Included	Included	Included	\$5,263	\$7,461	\$6,511	\$5,244

Notes: TAC - \$25,000 Deductible, \$100,000,000 B&M, annual premium is \$184,965
 TAC - \$10,000 Deductible, \$100,000,000 B&M, annual premium is \$216,463





General Liability Insurance

Carriers: Limits of Liability:	TAC		Gemini		Travelers
	TAC Expiring	TAC	Gemini	Gemini	
\$100,000	Bodily Injury Per Person	Not Purchased	Yes	\$2,000,000 Each Occ.	\$1,000,000 Each Occ.
\$300,000	Bodily Injury Per Accident		Yes	\$2,000,000 Aggregate	\$2,000,000 Aggregate
\$100,000	Property Damage		Yes	Included	Included
\$100,000	Personal Advertising Injury, Per Claim		Yes	Included	\$1,000,000
\$300,000	Personal Advertising Injury Aggregate		Yes	Included	\$2,000,000
\$50,000	Damage to Premises		\$50,000	\$300,000	\$50,000
\$100,000	Employee Benefits Liability Each Wrongful Act		\$500,000	Included in Public Officials/EPL Coverage	\$1,000,000
\$300,000	Employee Benefits Total Limit		\$500,000	Included in Public Officials/EPL Coverage	\$3,000,000
	Deductible		\$25,000 – GL \$1,000 – EBL	\$50,000 SIR	\$25,000 – GL \$1,000 – EBL

Terms & Conditions:	TAC		Gemini		Travelers
	TAC Expiring	TAC	Gemini	Gemini	
Premises Operations		Yes	Yes	Yes	Yes
Products and Completed Operations		Yes	Yes	Yes	Yes
Contractual Liability – Host Liquor		Yes	Yes	Yes	Yes
Incidental Medical Malpractice		Yes	Yes	Yes	Available for Additional Premium
Watercraft (Explain Length Limitation)		Less Than 26 Ft.	Less Than 51 Ft.	Owned - Less Than 25 Ft. Non-Owed – Less Than 50 Ft.	
Defense Cost Outside Limits		Yes	Yes	Yes	Yes
Blanket Waiver of Subrogation where required by contract		Not Available	Yes	Yes	Yes
Blanket Additional Insured where required by contract		Blanket Not Available	Yes	Yes	Yes





Terms & Conditions:		TAC Expiring	TAC	Gemini	Travelers
Abuse and Molestation Coverage			No	\$1,000,000 Each Claim/Aggregate Retro Date: 10-1-16 Claims Expenses Insured SIR / Inside Limit	No – Excluded May be Added
Care, Custody and Control			No	Yes	Yes
Employees as Insureds			Yes	Yes	Yes
Volunteers Included as Insureds			Yes	Yes	Yes
Mobile Equipment Liability			Yes	Yes	Yes
Punitive Damages			No	Silent	No
Pollution Liability			Yes – Limited	No	No
Suits from Parks and Recreational Activities			Yes	Yes	Yes

Total Estimated Premium:		TAC Expiring	TAC	Gemini	Travelers
		Not Purchased	\$32,352	\$103,846.05	\$29,805

- Notes:
- 1) TAC – \$10K Deductible Option: \$43,810
 - 2) TAC – Includes Garagekeepers Legal Liability, \$50,000 Limit, \$1,000 Deductible
 - 3) GEMINI – For an additional premium of \$4,667.25 Terrorism Coverage can be added
 - 4) GEMINI – Premium is for GL & LEL
 - 4) GEMINI – Requires a TPA to process claims. First annual fee of \$12,000 subject to year- end audit based on the following:
 - \$2,500 Annual Administration Fee (monthly reports, system access and banking)
 - \$595 per Premise GL Claim
 - \$675 per Auto Bodily Injury Claim
 - \$395 per Auto Property Damage Only Claim
 - \$1,200 per Professional Liability Claim





Cyber/Data Breach Liability

Carriers:		TAC	TAC	Gemini	Travelers
Limits of Liability:		Expiring			
\$1,000,000	Security & Privacy Liability	\$500,000	\$500,000	Not Quoted	Yes
\$1,000,000	Regulatory Action	\$250,000 Penalties & Claims Expenses	\$250,000 Penalties & Claims Expenses		No
\$1,000,000	Event Management	Yes, Cyber Security	Yes, Cyber Security		\$100,000
\$1,000,000	Cyber Extortion	Excluded	Excluded		\$25,000 Sublimit
	Deductible Each Wrongful Act	\$25,000	\$25,000		\$50,000

Terms & Conditions:		TAC	TAC	Gemini	Travelers
		Expiring			
	Notice, Credit Monitoring, Forensics Investigations and Public Relations Included?	Yes	Yes		Yes
	Claims Made Form	Yes	Yes		Yes
	PCI-DSS Assessment Coverage Endorsement – Sublimit	No	No		No
	Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)	No	No		No
	Economic Sanctions Endorsement	No	No		No
	Criminal Reward Coverage Extension	No	No		No
	Amended Notice of Cancellation to 90 Days; Nonpayment Remains at 10 Days	No	No		Yes
	Cyber Terrorism Included	Yes	Yes		Yes
	Confidential Information to Include Third Party Company Data	Yes	Yes		No
	No Encryption Exclusion	No	No		No
	Data Restoration to be included in the definition of a loss	Yes	Yes		Yes –3 rd Party Coverage Only

Total Estimated Premium:		TAC	TAC	Gemini	Travelers
		Expiring			
		Incl. in Public Officials	Incl. in Public Officials	Not Quoted	\$16,526

Notes: 1) TAC – Cyber/Data Breach Liability is included in Public Officials/Employment Practices coverage





Law Enforcement Liability Insurance

Carriers:		TAC	TAC	Gemini	Travelers
Limits of Liability:		Expiring			
\$2,000,000	Aggregate	Not Purchased	Yes	Yes	Not Quoted
\$2,000,000	Per Wrongful Act		Yes	Yes	
\$25,000	Deductible		Yes	\$50,000 SIR	

Terms & Conditions:		TAC	TAC	Gemini	Travelers
		Expiring			
Insured Includes: Williamson County & County Law Enforcement, Employees, Elected/Appointed Officials, Volunteers, Williamson County Boards			Yes	Yes	
Occurrence Form			Claims Made Retro Date: 10/1/16	Yes	
Pay on Behalf of Basis			Yes	Yes	
Defense Costs in Addition to the Limit			Yes	Yes	
Right and Duty to Defend			Yes	Yes	
Libel, Slander, Wrongful Entry, False Arrest, Discrimination, Violation of Civil Rights, Bodily Injury, Invasion of Privacy, False Imprisonment, Unlawful Prosecution, Humiliation			Yes	Yes	
Assisting Other Political Subdivisions			Yes	Yes	
Intentional Acts			Yes	Yes, unless a Willful Violation	
Sexual Abuse & Molestation			No	Yes	
Punitive Damages			Yes	Silent	
Moonlighting			Yes	Yes	
Commandeered Vehicles			No – Included in Auto	Yes	
Criminal Acts			Limited Defense Only	No	
Negligence, Errors or Omissions, Breach of Contract			Yes, but Breach of Contract Excluded	Yes	
Terrorism Coverage Included			Yes	Can be added	

Total Estimated Premium:		TAC	TAC	Gemini	Travelers
		Expiring			
		Not Purchased	\$188,816	Included in GL Premium	Not Quoted

Notes: 1) TAC – \$50,000 Deductible Option: \$156,894
 2) TAC – \$100,000 Deductible Option: \$120,897



Public Officials/Employment Practices Liability

Carriers:		TAC	Gemini	Travelers
Limits of Liability:		Expiring		
\$2,000,000	Aggregate	Yes	Yes	Yes
\$2,000,000	Per Wrongful Act	Yes	Yes	Yes
\$2,000,000	EPL – Aggregate	Yes, Shared Limit	Yes, Shared Limit	Yes
\$2,000,000	EPL – Per Wrongful Act	Yes, Shared Limit	Yes, Shared Limit	Yes
9/1/2013	Retro Active Date	Yes	Yes	Yes
	Deductible Each Occurrence	\$25,000	\$50,000	\$25,000
Terms & Conditions:		TAC	Gemini	Travelers
Insured Includes: Williamson County, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards		Expiring		
Pay on Behalf of Basis		Yes	Yes	Yes
Defense Costs in Addition to the Limits		Yes	No	Inside for EPL
Coverage for Punitive Damages		Yes	Silent	No
Back Wages		\$50,000 Per Claim; \$100,000 Aggregate	Yes	Yes, if awarded
Future Wages		No	Yes	Yes, if awarded
Violation of Civil Rights		Yes	Yes	Yes
Right and Duty to Defend		Yes	Yes	Yes
Sexual Misconduct, Discrimination & Mental Injury		Yes	Yes - \$1M/\$1M Retro Date: 10/1/2016	Yes
Administrative Hearings		Yes	Yes	Duty to Defend
Intentional Acts		Yes	Yes, willful violation	Yes, Non-Guilty party
Defense for Non-Monetary Damages		No	Yes, \$150,000 Sublimit	No
Personal Injury including Employees		No	Yes – EPL violation only	No
Employee Discrimination / Harassment		Yes	Yes	Yes
Wrongful Termination		Yes	Yes	Yes
Retaliation		Yes	Yes	Yes
Bodily Injury, Libel, Slander, Defamation		Excluded except, BI Covered under GL, Defamation Included	Yes – EPL violation only	No, BI not included
Negligence, Errors or Omissions, Breach of Contract		Yes	Yes, \$150,000 Sublimit for Breach of Contract	Yes, but no Breach of Contract
Interest on Judgments		Yes	Yes	No
Total Estimated Premium:		TAC	Gemini	Travelers
		Expiring		
		\$224,512	\$110,922	\$135,780





Automobile Liability and Physical Damage

Carriers:		TAC	TAC	Gemini	Travelers
Limits of Liability:		Expiring			
\$100,000	Per Person Bodily Injury	Yes	Yes	\$400,000 CSL	\$1,000,000 CSL
\$300,000	Bodily Injury	Yes	Yes	\$400,000 CSL	\$1,000,000 CSL
\$100,000	Property Damage	Yes	Yes	\$400,000 CSL	\$1,000,000 CSL
\$100,000	Uninsured/Underinsured Motorists	Yes	Yes	Excluded	Excluded
\$300,000					
\$100,000	Deductible	\$1,000	\$1,000	\$50,000 SIR	\$5,000
Hired Car Physical Damage					
\$50,000	Maximum per vehicle	No	No	Yes	No
\$2,500	Comprehensive Deductible	No	No	Not Covered	No
\$2,500	Collision Deductible	No	No	\$5,000 SIR	\$2,500
Physical Damage to Owned Units					
\$2,500	Comprehensive Deductible	Yes	Yes	Not Covered	Yes
\$2,500	Collision Deductible	Yes	Yes	\$5,000 SIR	\$2,500
Garagekeepers					
\$30,000	Maximum per vehicle	Included in GL	Included in GL	Yes	Yes
\$2,500	Comprehensive Deductible	Included in GL	Included in GL	Not Covered	\$500/\$2,500
\$2,500	Collision Deductible	\$1,000	\$1,000	\$5,000 SIR	\$1,000

Terms & Conditions:		TAC	TAC	Gemini	Travelers
		Expiring			
Hired & Non-Owned Automobile Liability		Yes	Yes	Yes	Yes
90 Day Notice of Cancellation, except 10 days for non-payment of premium		No	No	Yes	Yes
Symbol "1" Liability and PD		No - Scheduled	No - Scheduled	Yes	Yes
Broad Named Insured		No	No	Yes	Yes
Inadvertent Errors & Omissions		Yes	Yes	Yes	No
Hired Autos Specified as Covered Autos You Own		Yes	Yes	Yes	Yes
Garage Keepers Liability		Included in GL	Included in GL	Yes	Yes
Terrorism Coverage Included		Yes	Yes	Yes	Yes
Does your carrier/pool exclude or limit Liability Insurance coverage for permissive use of County-Owned		No	No	No	No





Terms & Conditions:	TAC Expiring	TAC	Gemini	Travelers
Vehicles by third party vendors / contractors?				
Coverage applies automatically to vehicles acquired during policy term and premium for deletions and additions determined at end of year audit?	No	No	Yes	Yes
Blanket Additional Insured where required by contract	No	No	Yes	Yes
Blanket Waiver of Subrogation where required by contract	No	No	Yes	Yes
Deletion of contractual liability exclusion for the hired car exposure?	No	No	Yes	No
Coverage applies to mobile equipment being transported by a covered vehicle?	No	No	Yes	Yes
Electronic Equipment Coverage if permanently attached to vehicle?	Yes	Yes	Yes	Yes
Punitive Damages	No	No	Silent	No

Total Estimated Premium:	TAC Expiring	TAC	Gemini	Travelers
	\$103,107 Liability \$12,028 UM/UIM \$88,935 PD \$204,070 TOTAL	\$102,591 Liability \$20,553 UM/UIM \$102,820 PD \$225,964 TOTAL	\$105,000 Liability \$15,750 PD \$120,750 TOTAL	\$205,809 Liability \$69,835 PD \$275,644 TOTAL

- Notes:
- 1) TAC – For an annual premium of \$84,042, the Liability deductible can be increased to \$5,000
 - 2) TAC - # of autos quoted for AL 694, # of autos quoted for APD 397. OCN - \$21,183,200
 - 3) Gemini – Auto PD limit is \$500,000, \$1,000,000 Aggregate – Over the Road coverage Only
 - 4) Gemini - # of autos quote for AL 694, # of autos quoted for APD 401. OCN - \$20,438,654
 - 5) Travelers – For an annual premium of \$302,184, the Liability deductible can be decreased to \$1,000
 - 6) Travelers - # of autos for AL 626 autos, 68 trailers, # of autos quoted for APD 558. OCN - \$25,093,192
 - 7) Travelers – Physical Damage coverage only applies to all owned auto except model year 2006 and older





Casualty Premium Summary

Coverage	TAC		Gemini	Travelers
	Expiring	TAC		
General Liability	Not Purchased	\$32,352	\$103,846	\$29,805
Cyber Liability	Included in POL	Included in POL	Not Quoted	\$16,526
Law Enforcement Liability	Not Purchased	\$188,816	Included in GL	Not Quoted
Public Officials and Employment Practices Liability	\$224,512	\$195,907	\$110,922	\$135,780
Automobile Liability and Physical Damage	\$204,070	\$225,964	\$120,750	\$275,644
Total Premium	\$428,582	\$643,039	\$335,518	\$457,755

Notes: 1) GEMINI – Requires a TPA to process claims. First annual fee of \$12,000 subject to year- end audit based on the following:
 \$2,500 Annual Administration Fee (monthly reports, system access and banking)
 \$595 per Premise GL Claim
 \$675 per Auto Bodily Injury Claim
 \$395 per Auto Property Damage Only Claim
 \$1,200 per Professional Liability Claim





McGriff, Seibels & Williams of Texas, Inc.

818 Town & Country Blvd., Suite 500 • Houston, Texas 77024-4549 • TEL – (713) 877-8975 • Fax – (713) 877-8974

To: Williamson County Commissioner’s Court

Re: RFP #1609-096 -- Risk Policies for Williamson County

Williamson County has conducted a competitive solicitation process for Property, Auto, Liability and other insurance policies over the past several months. The fundamental objective of the RFP process is to identify the best overall value to the County in terms of insurance products and services. An important by-product of this exercise is the identification of additional insurance coverages that are of interest to the County, as well as aligning insurance policy effective dates.

McGriff, Seibels & Williams (MSW) was engaged to assist with this process by performing Insurance and Risk Management Consulting services. On June 26, 2016, Commissioner’s Court approved advertisement of an RFP for the County’s Risk Policies. County administration and MSW begin gathering underwriting information, completing carrier applications and preparing RFP solicitation specifications. Once the solicitation was advertised, the County responded to vendor inquiries, supplied additional underwriting applications and facilitated risk control inspections within several County facilities.

The County received proposals from four (4) vendors, which included quotations from five (5) insurance carriers. After the vendor responses were received, the proposals were carefully reviewed and clarifying questions were sent to each vendor. After each vendor provided answers, all RFP responses were input into a comparative analysis per coverage line. Two finalists were identified and a “Best & Final Offer” process was conducted. The Williamson County Risk Committee convened throughout this process in order to evaluate the offer most suitable to the County’s needs.

After thoughtful consideration and analysis, the Williamson County Risk Committee recommends the proposal submitted by the Texas Association of Counties (TAC). Per the attached program analysis, the Risk Committee gave the TAC proposal the highest score among the proposals received. The premium comparison below illustrates the premium reduction resulting from this process (\$58,762) relative to the expiring program:

Line of Coverage	Expiring Premium	Expiring Deductible	Renewal Premium	Renewal Deductible
Property Insurance	\$214,514	\$10,000	\$183,016	\$25,000
Public Officials Liability	\$224,512	\$25,000	\$195,907	\$25,000
Auto Liability	\$115,135	\$1,000	\$102,591	\$1,000
Auto Physical Damage	\$88,935	\$2,500	\$102,820	\$2,500
	\$643,096		\$584,334	

The Williamson County Risk Committee also recommends that the County purchase Law Enforcement Liability from TAC for a premium of \$188,816 with a \$25,000 deductible. The total premium for all recommended policies is \$773,150 for the 10/1/2016 – 10/1/2017 policy period.

Kerstin Hancock

From: Kerstin Hancock
Sent: Thursday, September 08, 2016 10:44 AM
To: Kerstin Hancock
Subject: FW: Follow up

From: Tara Raymore
Sent: Thursday, September 01, 2016 1:44 PM
To: Kerstin Hancock <khancock@wilco.org>; Holly Jung <hjung@wilco.org>; Heather Kirkwood <heather.kirkwood@wilco.org>; John Sneed <jsneed@wilco.org>
Subject: RE: Follow up

Please see my answers below:

Per our conversation, can you please confirm with the committee the following so we best know how to verify binding terms/conditions with TAC prior to submitting the recommendation to Commissioner's Court:

- General Liability – The committee's decision to purchase or not to purchase. [I do not recommend this as the benefit does not appear to be of great value](#)
- Property – The committee's decision to elect the \$10K Deductible or the \$25k Deductible. [I think we should elect the \\$25k deductible as this is a low risk line of coverage](#)
- Uninsured/Underinsured Motorist – The committee's decision to purchase or reject this coverage. [I agree that we should reject uninsured motorist](#)
- Law Enforcement – The committee's decision to elect the \$25k Deductible, \$50k Deductible or \$100k Deductible. – [I think we should elect the 25k deductible.](#)

Please let me know if any of you have any other recommendations as we can discuss it further if necessary. Thank you.

Tara Raymore, MBA, SPHR
Sr. Director of Human Resources
Williamson County
Ph: 512-943-1533



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations- Proposal

Member: Williamson County

Coverage Period: October 1, 2016 through October 1, 2017

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution	Select Coverage
Property Limits	TOTAL COVERED VALUE			
All Other Perils- any other covered loss except those addressed with separate deductibles	\$266,930,000	\$25,000	\$174,277	<input type="checkbox"/>
Coverage with Increased Limits	Sublimits			
Gross Earnings and Extra Expense	\$1,500,000	\$25,000	\$1,403	<input type="checkbox"/>
Coverage with Separate Deductibles				
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	\$2,500,000	\$500,000	Included	
Flood- Except Special Hazard Zones	\$5,000,000	\$25,000	Included	
Earthquake	\$5,000,000 Annual Aggregate	\$25,000	Included	
Equipment Breakdown	\$25,000,000	\$25,000	Included	
Law Enforcement Animals	\$30,000	\$1,000	Included	
Crime	\$100,000	\$1,000	Included	
Optional Coverage				
Mobile Equipment	As Scheduled	\$1,000	\$7,336	<input type="checkbox"/>
PROPERTY CONTRIBUTION			\$183,016	

TOTAL CONTRIBUTION

\$183,016

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

COVERAGE ACCEPTANCE

Acceptance is not valid unless received by Texas Association of Counties Risk Management Pool not later than 60 days from the proposal date, unless extension is granted by the Pool.

Coverage is subject to receipt of the signed Interlocal Participation Agreement and completed Proposal. Failure to disclose to the Pool known, past, present and potential claims, may result in termination of coverage.

<u><i>Racy A. Seiler</i></u>	<u>08/22/2016</u>	<u></u>	<u></u>
Authorized signature	Date	Signature of County Judge	Date



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Proposal

Member: Williamson County

Coverage Period: October 1, 2016 through October 1, 2017

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$102,591	<input type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
Included Coverage				
Personal Injury Protection	\$5,000	No deductible	Included	
AUTO LIABILITY CONTRIBUTION			\$102,591	

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Select Coverage
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$102,820	<input type="checkbox"/>
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500		
AUTO PHYSICAL DAMAGE CONTRIBUTION			\$102,820	

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability	10/01/2016	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$185,114	<input type="checkbox"/>
Optional Coverage					
District Judge	10/01/2016	Per Endorsement		\$3,702	<input type="checkbox"/>
Covered Law Enforcement Departments or Agency					
Williamson County Attorney's Office Williamson County Constable's Offices Williamson County Employees Of The District Attorney's Office Williamson County Sheriff's Office					
LAW ENFORCEMENT LIABILITY CONTRIBUTION				\$188,816	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	9/1/2013	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$181,911	<input type="checkbox"/>
<i>Optional Coverage</i>					
District Judge	09/01/2013	Per endorsement		\$3,638	<input type="checkbox"/>
District Attorney- Malicious Prosecution	09/01/2013	Per endorsement		\$3,638	<input type="checkbox"/>
<i>Coverage with Separate Deductibles</i>					
County Clerk	01/01/2014		\$1,000	\$3,360	<input type="checkbox"/>
District Clerk	01/30/2014		\$1,000	\$3,360	<input type="checkbox"/>
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$195,907	

TOTAL CONTRIBUTIONS	\$590,134
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Nancy A. Seiler
Authorized signature

09/02/2016
Date

Signature of County Judge Date
(or presiding official)

Auto Schedule - Proposal

Member: Williamson County
Coverage Period: October 1, 2016 to October 1, 2017

Personal Injury Protection
 Uninsured / Underinsured Motorist

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		FOV	EQUIP
								Coll	Comp		
29	2008	Dodge	DURANGO	1D8HB48N88F133328			X				
221	2004	Ford	F350 CLUB	1FTWW33P64E C87355			X				
230	2012	Freightliner	M2	1FVACXBS7CHBJ9020		\$900,000	X	X			
292	2003	Chevrolet	1500	1GCEC19V93Z267946			X				
498	2000	Other	Wells Cargo EW222	1WC200J27Y2040601			X				
648	2012	Dodge	3500 CREW CAB	3C63D3HL6CG109376		\$25,000	X	X			
688	2012	Other	TXWEWT81TTA3	5NHUWT729CY014782		\$4,000	X	X			
770	2016	Ford	EXPLORER	1FM5K8AR1GGB89153		\$30,389	X	X			
Department: 911 Coordinator											
189	2007	Ford	F150 CREW CAB	1FTPW12V77KC29785			X				
Department: Adult Probation											
167	2015	Ford	TRANSIT VAN	1FTNE9ZMXFKB00623		\$22,665	X	X			
296	2007	Chevrolet	G2500	1GCGG25V471128711			X				
Department: Animal Control											
106	2015	Ford	EXPLORER	1FM5K7B85FGC27224		\$25,591	X	X			
107	2015	Ford	EXPLORER	1FM5K7B87FGC27225		\$25,211	X	X			
114	2008	Ford	ESCAPE	1FMCU02Z68KC97915			X				
119	2011	Ford	ESCAPE	1FMCU0D71BKA99357			X				
121	2014	Ford	ESCAPE	1FMCU0F74EUC00980		\$19,717	X	X			
122	2014	Ford	ESCAPE	1FMCU0F76EUC00981		\$19,704	X	X			
123	2014	Ford	ESCAPE	1FMCU0F78EUC00979		\$19,732	X	X			
124	2014	Ford	ESCAPE	1FMCU0F78EUC00982		\$19,705	X	X			
125	2014	Ford	ESCAPE	1FMCU0F7XEU00983		\$19,707	X	X			
133	2002	Ford	EXPLORER	1FMZU62E62ZB03277			X				
623	2004	Ford	F150 XCAB	2FTRX17W04CA42332			X				
Department: Computer / Information Systems											
111	2014	Ford	EXPLORER POLICE	1FM5K8AR3EGB54465		\$25,877	X	X			
Total Number of Vehicles: 8											
Total Number of Vehicles: 1											
Total Number of Vehicles: 2											
Total Number of Vehicles: 11											

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
505	2010	Dodge	CHARGER	2B3AA4CTXAH161615			X				
635	2006	Chevrolet	IMPALA	2G1WB58K269143627			X				
643	2004	Chevrolet	IMPALA	2G1WF55K849428662			X				
773	2016	Ford	EXPLORER	1FM5K8AR1GGB97446		\$27,400	X	X	X		
Department: County Attorney											
42	2013	Ford	POLICE INTERCEP	1FAHP2M87DG188822		\$24,215	X	X	X		
511	2007	Dodge	CHARGER	2B3KA43R07H714418			X				
528	2015	Dodge	CHARGER	2C3CDXAG4FH730122		\$22,760	X	X	X		
529	2015	Dodge	CHARGER	2C3CDXAG6FH730123		\$22,760	X	X	X		
531	2014	Dodge	CHARGER	2C3CDXAT6EH190963		\$24,860	X	X	X		
594	2004	Ford	CROWN VICTORIA	2FAFP71W64X122117			X				
791	2016	Ford	EXPLORER	1FM5K8AR6GGC26360		\$28,408	X	X	X		
Department: District Attorney											
265	2008	Chevrolet	G3500	1GBHG31C181227877			X				
309	2010	Chevrolet	G1500	1GCUGAD46A1108666		\$42,000	X	X	X		
Department: Elections											
494	2007	Other	RF6122	1W4200E2172058483			X				
598	2005	Ford	CROWN VICTORIA	2FAFP71W75X123598			X				
713	2013	Chevrolet	2500 Crew Cab Pickup Truck	1GC1KVCG0DF218530		\$25,537	X	X	X		
Department: Emergency Management											
513	2007	Dodge	CHARGER	2B3KA43R37H714414			X				
Department: Emergency Medical											
14	2014	Other	BIG	16VAX1218E2057655			X				
64	2014	Ford	F450 AMBULANCE	1FDUF4GT3EEEB80832		\$242,400	X	X	X		
67	2013	Ford	F450 AMB	1FDUF4GT0DEA93632		\$210,600	X	X	X		
69	2013	Ford	F450 AMB	1FDUF4GT1DEA81179		\$210,600	X	X	X		
72	2013	Ford	F450 AMB	1FDUF4GT2DEB89228		\$210,600	X	X	X		
77	2013	Ford	F450 AMBULANCE	1FDUF4GT5DEA51960		\$210,600	X	X	X		
78	2014	Ford	AMBULANCE	1FDUF4GT5EEEB80833		\$242,400	X	X	X		
79	2014	Other	AMBULANCE	1FDUF4GT5FEA77610		\$242,000	X	X	X		
81	2012	Ford	F450 AMB	1FDUF4GT6CEA60696		\$181,150	X	X	X		
82	2012	Ford	F450 AMB	1FDUF4GT6CEA72069		\$181,150	X	X	X		
83	2013	Ford	F450 AMBULANCE	1FDUF4GT7DEA51961		\$210,600	X	X	X		
84	2014	Ford	F450 AMB	1FDUF4GT7EEEB80834		\$242,400	X	X	X		
85	2014	Other	AMBULANCE	1FDUF4GT7FEA77608		\$242,400	X	X	X		
86	2012	Ford	F450 AMB	1FDUF4GT8CEA13282		\$181,150	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
87	2012	Ford	F450 AMB	1FDUF4GT8CEA60697		\$181,150	X	X	X		
88	2013	Ford	F450 AMBULANCE	1FDUF4GT8DEA81177		\$210,600	X	X	X		
89	2014	Ford	F450 AMB	1FDUF4GT8EEA93346		\$242,400	X	X	X		
90	2011	Ford	F450 AMB	1FDUF4GT9BEA87034		\$153,200	X	X	X		
91	2013	Ford	F450 AMBULANCE	1FDUF4GT9DEA93631		\$210,600	X	X	X		
92	2015	Other	AMBULANCE	1FDUF4GT9FEA77609		\$276,000	X	X	X		
93	2013	Ford	F450 AMB	1FDUF4GTXDEA81178		\$210,600	X	X	X		
94	2014	Ford	F450 AMB	1FDUF4GTXEEA93347		\$242,400	X	X	X		
129	2006	Ford	EXPEDITION	1FMPU16566LA75588			X				
131	2004	Ford	EXCURSION	1FMSU41P14EC84842			X				
132	2002	Ford	EXPLORER	1FMZU62E42UC41588			X				
223	2015	Ford	PICKUP TRUCK	1FTYR1CG7FKA59566		\$26,000	X	X	X		
260	2000	Chevrolet	G3500	1GAHG39RXY1146048			X				
315	2012	Chevrolet	TAHOE	1GNLC2E00CR205429		\$78,000	X	X	X		
323	2012	Chevrolet	TAHOE	1GNLC2E01CR301070		\$32,000	X	X	X		
331	2013	Chevrolet	TAHOE	1GNLC2E02DR242421		\$38,700	X	X	X		
347	2012	Chevrolet	TAHOE	1GNLC2E04CR204834		\$78,000	X	X	X		
357	2014	Chevrolet	TAHOE	1GNLC2E05ER194463		\$45,700	X	X	X		
374	2012	Chevrolet	TAHOE	1GNLC2E08CR302281		\$78,000	X	X	X		
392	2011	Chevrolet	TAHOE	1GNLC2E0XBR226111		\$25,600	X	X	X		
393	2012	Chevrolet	TAHOE	1GNLC2E0XCR204014		\$78,000	X	X	X		
424	2010	Chevrolet	TAHOE	1GNMCAE0XAR134056			X				
568	2008	Ford	CROWN VICTORIA	2FAFP71V18X103861			X				
676	2008	Farber	WFF38S	5B4MPA7G273424199		\$159,190	X	X	X		
700	2015	Ford	F450 Ambulance	1FDUF4GT1FEC83345		\$276,000	X	X	X		
701	2015	Ford	F450 Ambulance	1FDUF4GT2FEC73052	540	\$276,000	X	X	X		
702	2015	Ford	F450 Ambulance	1FDUF4GT3FEC99658	540	\$276,000	X	X	X		
703	2015	Ford	F450 Ambulance	1FDUF4GT6FEC57744	540	\$276,000	X	X	X		
704	2015	Ford	F450 Ambulance	1FDUF4GT6FEC99654		\$276,000	X	X	X		
705	2015	Ford	F450 Ambulance	1FDUF4GT7CEA98518		\$181,150	X	X	X		
706	2015	Ford	F450 Ambulance	1FDUF4GT8FEC99655	540	\$276,000	X	X	X		
746	2015	Ford	F450 AMB	1FDUF4GT1FEC99657		\$106,845	X	X	X		
747	2015	Ford	F450 AMB	1FDUF4GTXFEC99656		\$106,845	X	X	X		
748	2006	Ford	CROWN VICTORIA	2FAFP71W16X142584			X				
782	2016	Chevrolet	MALIBU	1G11A5SA1GU130451		\$18,970	X	X	X		
783	2016	Chevrolet	MALIBU	1G11A5SA2GU129843		\$18,970	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
784	2016	Chevrolet	MALIBU	1G11A5SA4GU130749		\$18,970	X	X	X		
809	2008	Other	MAGNUM TRAILER	1V5BA122281135630			X				
Department: EMS											
213	2008	Ford	F250 CLUB	1FTSW20558ED17592			X				
281	2009	Chevrolet	1500 XCAB	1GCEC19019Z298301			X				
792	2016	Chevrolet	SUBURBAN	1GNSCKEC1GR301954		\$41,611	X	X	X		
Department: Extension Office											
780	2016	Ford	TRANSIT VAN	1FTYR1DG3GKA01535		\$26,072	X	X	X		
Department: Facilities & Wireless Communication											
290	2002	Chevrolet	1500 XCAB	1GCEC19V42Z272793			X				
460	1997	International	4700 4X2	1HTSCABR8VH488370			X				
Department: Fleet Services											
103	2008	Ford	F450 CLUB	1FDXW47R98EA09606			X				
140	2011	Ford	F250 CLUB	1FT7W2A65BEB90444		\$30,000	X	X	X		
215	2006	Ford	F250 CLUB	1FTSW215X6ED43035			X				
220	2004	Ford	F350 CLUB	1FTWW33P44EC87354			X				
499	1998	Other	CW202-102	1WC200J28W2035484			X				
500	2003	Other	CW2424-102	1WC200L2832048969			X				
501	2005	Other	UD	1WC200R2752054417			X				
502	2011	Other	CVGT3627	1WC200R27B2065932			X				
649	2009	Dodge	3500 CREW CAB	3D7ML48L19G532211		\$39,222	X	X	X		
749	2015	Ford	F-150 CREW CAB PICKUP TRUCK	1FTEW1EF1FFA75884		\$37,785	X	X	X		
750	2015	Other	WELLS CARGO TRAILER CVGT3627	575200R29FT298830		\$47,546	X	X	X		
Department: Hazmat											
298	2014	Chevrolet	1500	1GCNCP6E6EZ251869		\$15,051	X	X	X		
299	2013	Chevrolet	1500	1GCNCP6E7DZ383092		\$16,718	X	X	X		
479	2008	Nissan	FRONTIER	1N6BD06T18C426401			X				
481	2007	Nissan	FRONTIER	1N6BD06T57C400088			X				
482	2006	Nissan	FRONTIER	1N6BD06T66C408764			X				
485	2004	Nissan	FRONTIER	1N6DD26TX4C477698			X				
692	2015	Chevrolet	MALIBU	1G11B5SL0FF271853		\$19,487	X	X	X		
769	2016	Chevrolet	MALIBU	1G11B5SA0GF133021		\$20,572	X	X	X		
770	2016	Chevrolet	MALIBU	1G11A5SA3GU124179		\$22,123	X	X	X		
799	2016	Chevrolet	MALIBU	1G11B5SA3GF141114		\$25,091	X	X	X		
800	2016	Chevrolet	SILVERADO PICKUP TRUCK	1GCNCEH7GZ211680		\$17,531	X	X	X		
801	2016	Chevrolet	SILVERADO PICKUP TRUCK	1GCNCEH0GZ210161		\$21,031	X	X	X		

				Department: Health Services			Total Number of Vehicles: 12			
37	2004	Ford	TAURUS	1FAFP52U34A203084				X		
135	2003	Ford	EXPLORER	1FMZU62K43ZA39540				X		
				Department: Infrastructure			Total Number of Vehicles: 2			
774	2016	Ford	F250 PICKUP TRUCK	1FT7X2A60GEB96950		\$24,745		X	X	
798	2016	Ford	EXPLORER	1FM5K7B82GGC60926		\$26,148		X	X	
				Department: IT			Total Number of Vehicles: 2			
13	2010	Other	35LS-12BK	16VAX1210A2A53273				X		
45	1997	Ford	E350	1FBJS31L4VHB61036				X		
47	2006	Ford	E350	1FBSS31L56HA58567				X		
192	2006	Ford	F150 XCAB	1FTRX12W16KC90224				X		
207	2007	Ford	F150 XCAB	1FTRX12WX7KC26443				X		
210	2009	Ford	E350	1FTSS34L89DA67184				X		
428	2010	Chevrolet	EXP. 1500	1GNUGBD41A1138333				X		
429	2010	Chevrolet	EXP. 1500	1GNUGBD49A1137673				X		
539	2011	Ford	CROWN VICTORIA	2FABP7BV2BX182445		\$30,000		X	X	
542	2011	Ford	CROWN VICTORIA	2FABP7BV3BX182471		\$30,000		X	X	
552	2011	Ford	CROWN VICTORIA	2FABP7BV5BX182472		\$30,000		X	X	
563	2011	Ford	CROWN VICTORIA	2FABP7BV9BX182443		\$30,000		X	X	
564	2011	Ford	CROWN VICTORIA	2FABP7BV9BX182460		\$30,000		X	X	
565	2011	Ford	CROWN VICTORIA	2FABP7BV9BX182474		\$30,000		X	X	
632	2014	Chevrolet	IMPALA	2G1WA5E39E1145923		\$19,445		X	X	
726	2014	Dodge	Grand Caravan	2C4RDGBG8ER292198	574	\$21,827		X	X	
727	2014	Dodge	Grand Caravan	2C4RDGBGXER292199	574	\$21,827		X	X	
				Department: Jail			Total Number of Vehicles: 17			
48	2005	Ford	E350	1FBSS31L75HA82982				X		
130	2000	Ford	E150	1FMRE1123YHA44632				X		
198	2007	Ford	F150 XCAB	1FTRX12W27NA37929				X		
237	2009	Chevrolet	MALIBU HYBRID	1G1ZF57509F171144				X		
238	2009	Chevrolet	MALIBU HYBRID	1G1ZF57509F186467				X		
239	2009	Chevrolet	MALIBU HYBRID	1G1ZF57509F215062				X		
240	2009	Chevrolet	MALIBU HYBRID	1G1ZF57539F170604				X		
241	2009	Chevrolet	MALIBU HYBRID	1G1ZF57539F187404				X		
242	2009	Chevrolet	MALIBU HYBRID	1G1ZF57539F188410				X		
243	2009	Chevrolet	MALIBU HYBRID	1G1ZF57549F185547				X		
244	2009	Chevrolet	MALIBU HYBRID	1G1ZF57549F187539				X		
245	2009	Chevrolet	MALIBU HYBRID	1G1ZF57559F181491				X		
246	2009	Chevrolet	MALIBU HYBRID	1G1ZF57559F189235				X		
247	2009	Chevrolet	MALIBU HYBRID	1G1ZF57589F182022				X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
248	2009	Chevrolet	MALIBU HYBRID	1G1ZF57599F188136			X				
249	2009	Chevrolet	MALIBU HYBRID	1G1ZF575X9F185911			X				
250	2009	Chevrolet	MALIBU HYBRID	1G1ZF575X9F188789			X				
253	2008	Chevrolet	MALIBU	1G1ZS58N08F108473			X				
256	2008	Chevrolet	MALIBU	1G1ZS58N48F109111			X				
257	2008	Chevrolet	MALIBU	1G1ZS58N78F105750			X				
258	2008	Chevrolet	MALIBU	1G1ZS58N88F107491			X				
259	2009	Chevrolet	EXP. 3500	1GAHG39K991135661			X				
514	2007	Dodge	CHARGER	2B3KA43R57H714415			X				
515	2007	Dodge	CHARGER	2B3KA43R77H714416			X				
516	2007	Dodge	CHARGER	2B3KA43R97H714417			X				
517	2007	Dodge	CHARGER	2B3KA43R97H714420			X				
642	2003	Chevrolet	IMPALA	2G1WF55K539279111			X				
660	2009	Saturn	VUE HYBRID	3GSCL93Z09S624636			X				
674	2002	Other	UTILITY TRAILER	4YXBA20172H007753			X				
684	2002	Other	DRD-LT	5H7CS08192C004595			X				

Department: Juvenile Department

Department: Juvenile Department											Total Number of Vehicles: 30
57	2012	Ford	F250 RCAB	1FDBF2A61CEB08474		\$25,000	X	X	X		
58	2015	Ford	F250 PICKUP TRUCK	1FDBF2A62FEA35300		\$25,465	X	X	X		
59	2015	Ford	F250 PICKUP TRUCK	1FDBF2A64FEA35301		\$25,453	X	X	X		
60	2015	Ford	F250 PICKUP TRUCK	1FDBF2A66FEA35302		\$25,431	X	X	X		
65	2006	Ford	F250 RCAB	1FDNF20516ED40356			X				
105	2014	Ford	EXPEDITION	1FM5K7B82EGC26465		\$25,021	X	X	X		
158	2011	Ford	F-150 XCAB	1FTEX1CM8BFB05343			X				
164	2014	Ford	PICKUP TRUCK	1FTMF1CM4EKG35450		\$17,344	X	X	X		
165	2000	Ford	E250	1FTNE24L0YHA71316			X				
166	2005	Ford	E250	1FTNE24L95HB12120			X				
173	2008	Ford	F250 RCAB	1FTNF20538EC99428			X				
176	2008	Ford	F250 RCAB	1FTNF20558EC99429			X				
181	2008	Ford	F250 RCAB	1FTNF205X8EA08679			X				
193	2007	Ford	F-150 XCAB	1FTRX12W17FB00352			X				
203	2005	Ford	F-150 XCAB	1FTRX12W65KD56488			X				
206	2007	Ford	F-150 XCAB	1FTRX12WX7FB00351			X				
222	2010	Ford	F350 CLUB	1FTWW3A55AEB43342		\$33,177	X	X	X		
224	2000	Ford	F-150 XCAB	1FTZX1726YKA78007			X				
279	2004	Chevrolet	1500	1GCEC14V84Z237362			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
295	2003	Chevrolet	2500 RCAB	1GCGC24U73Z263276			X				
709	2015	Ford	F150 Crew Cab Pickup Truck	1FTEW1CF8FKD70085		\$25,663	X	X	X		
743	2016	Ford	F250 PICKUP TRUCK	1FDBF2A61GEA29442		\$27,090	X	X	X		
744	2016	Ford	f250 PICKUP TRUCK	1FDBF2A63GEA29443		\$27,090	X	X	X		
775	2016	Ford	TRANSIT	1FTYR1DG5GKA01536		\$26,169	X	X	X		
785	2000	Other	UTILITY TRAILER	XX-22733237114094			X				
Department: Maintenance											
										Total Number of Vehicles: 25	
251	2007	Chevrolet	MALIBU	1G1ZS58N07F304363			X				
252	2007	Chevrolet	MALIBU	1G1ZS58N07F304492			X				
254	2007	Chevrolet	MALIBU	1G1ZS58N27F304851			X				
255	2007	Chevrolet	MALIBU	1G1ZS58N27F314151			X				
363	2014	Chevrolet	TAHOE	1GNLC2E06ER203090		\$25,726	X	X	X		
373	2012	Chevrolet	TAHOE	1GNLC2E08CR297082		\$40,000	X	X	X		
634	2008	Chevrolet	IMPALA	2G1WB58K089241459			X				
636	2014	Chevrolet	IMPALA	2G1WD5E33E1153247		\$21,518	X	X	X		
637	2014	Chevrolet	IMPALA	2G1WD5E34E1153533		\$21,140	X	X	X		
638	2010	Chevrolet	IMPALA	2G1WD5EM3A1169726			X				
639	2010	Chevrolet	IMPALA	2G1WD5EM8A1170273			X				
Department: Mobile Outreach											
										Total Number of Vehicles: 11	
729	1998	International	3800 Truck	1HVBABLXWH581902			X				
Department: NULL											
										Total Number of Vehicles: 1	
3	2005	Other	UTILITY TRAILER	101914350000000000			X				
5	1994	Other	UNK	00000000TR205853			X				
6	2006	Other	UNK	00000000WCS000098			X				
15	2006	Other	120A-20	16VFX202662338488			X				
139	2011	Ford	F250 CLUB	1FT7W2A64BEB81234			X				
142	2015	Ford	PICKUP TRUCK	1FT7X2A60FEC46695		\$24,040	X	X	X		
147	2015	Ford	PICKUP TRUCK	1FTBF2A65FEC46687		\$22,207	X	X	X		
168	2005	Ford	F250 RCAB	1FTNF20505ED37077			X				
491	2004	Other	20X83.5HD	1V5BA202441134949			X				
670	2010	Other	D7142	4P5D71425A1139587			X				
672	2015	Other	TRAILER	4R7BU1622FT142341			X				
673	2003	Other	UTILITY TRAILER	4XKFS08193A002087			X				
699	2015	Ford	F 350 Crew Cab Pickup Truck	1FD8W3GT6FEA88661		\$43,758	X	X	X		
779	2016	Ford	F250 PICKUP TRUCK	1FT7X2A64GEB96949		\$25,678	X	X	X		
Department: Parks and Recreation											
										Total Number of Vehicles: 14	

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
356	2014	Chevrolet	TAHOE	1GNLC2E05ER167215		\$28,316	X	X	X		
362	2014	Chevrolet	TAHOE	1GNLC2E06ER170415		\$29,166	X	X	X		
375	2013	Chevrolet	TAHOE	1GNLC2E08DR251446		\$42,359	X	X	X		
391	2011	Chevrolet	TAHOE	1GNLC2E0XBR209499		\$41,000	X	X	X		
410	2015	Chevrolet	TAHOE	1GNLC2EC6FR563780		\$50,521	X	X	X		
419	2010	Chevrolet	TAHOE	1GNMCAE01AR139470		\$29,496	X	X	X		
422	2010	Chevrolet	TAHOE	1GNMCAE07AR136475		\$34,559	X	X	X		
423	2010	Chevrolet	TAHOE	1GNMCAE07AR139487		\$33,683	X	X	X		
519	2009	Dodge	CHARGER	2B3KA43V29H597845			X				
724	2015	Dodge	Chargers	2C3CDXAT9FH748404		\$24,850	X	X	X		
Department: Precinct 1, Constable											
											Total Number of Vehicles: 10
312	2009	Chevrolet	TAHOE	1GNEC03079R158022			X				
348	2012	Chevrolet	TAHOE	1GNLC2E04CR288279		\$42,000	X	X	X		
350	2011	Chevrolet	TAHOE	1GNLC2E05BR275152		\$41,000	X	X	X		
351	2011	Chevrolet	TAHOE	1GNLC2E05BR275541		\$41,000	X	X	X		
403	2015	Chevrolet	TAHOE	1GNLC2EC4FR253059		\$31,373	X	X	X		
404	2015	Chevrolet	TAHOE	1GNLC2EC4FR253952		\$32,348	X	X	X		
409	2015	Chevrolet	TAHOE	1GNLC2EC5FR251823		\$31,373	X	X	X		
421	2010	Chevrolet	TAHOE	1GNMCAE06AR132885		\$34,383	X	X	X		
595	2005	Ford	CROWN VICTORIA	2FAFP71W65X123611			X				
600	2005	Ford	CROWN VICTORIA	2FAFP71W85X123612			X				
603	2005	Ford	CROWN VICTORIA	2FAFP71WX5X123613			X				
658	2012	Chevrolet	1500	3GCPCE04CG263327		\$26,000	X	X	X		
Department: Precinct 2, Constable											
											Total Number of Vehicles: 12
41	2013	Ford	POLICE INTERCEP	1FAHP2M87DG116938		\$32,000	X	X	X		
112	2013	Ford	EXPLORER POLICE	1FM5K8AR8DGA18346		\$42,824	X	X	X		
325	2014	Chevrolet	TAHOE	1GNLC2E01ER171259		\$27,919	X	X	X		
336	2014	Chevrolet	TAHOE	1GNLC2E02ER167981		\$27,916	X	X	X		
339	2011	Chevrolet	TAHOE	1GNLC2E03BR235068		\$25,000	X	X	X		
384	2011	Chevrolet	TAHOE	1GNLC2E09BR234460		\$25,000	X	X	X		
385	2011	Chevrolet	TAHOE	1GNLC2E09BR235513		\$41,000	X	X	X		
400	2015	Chevrolet	TAHOE	1GNLC2EC3FR563090		\$30,058	X	X	X		
415	2015	Chevrolet	TAHOE	1GNLC2ECXFR563247		\$30,058	X	X	X		
420	2010	Chevrolet	TAHOE	1GNMCAE01AR172369		\$34,389	X	X	X		
425	2011	Chevrolet	TAHOE	1GNSK2E02BR234685		\$41,000	X	X	X		
427	2015	Chevrolet	TAHOE	1GNSK3EC8FR563803		\$31,373	X	X	X		

Department: Precinct 3, Constable										Total Number of Vehicles: 12	
314	2012	Chevrolet	TAHOE	1GNLC2E00CR169158		\$42,000	X	X	X		
322	2012	Chevrolet	TAHOE	1GNLC2E01CR169136		\$42,000	X	X	X		
345	2011	Chevrolet	TAHOE	1GNLC2E04BR234382		\$41,000	X	X	X		
346	2011	Chevrolet	TAHOE	1GNLC2E04BR234415		\$41,000	X	X	X		
352	2012	Chevrolet	TAHOE	1GNLC2E05CR169110		\$42,000	X	X	X		
414	2015	Chevrolet	TAHOE	1GNLC2EC9FR583604		\$45,670	X	X	X		
416	2015	Chevrolet	TAHOE	1GNLC2ECXFR583756		\$46,278	X	X	X		
418	2010	Chevrolet	TAHOE	1GNMCAE00AR172766		\$40,000	X	X	X		
571	2008	Ford	CROWN VICTORIA	2FAFP71V28X161221			X				
601	2006	Ford	CROWN VICTORIA	2FAFP71W96X149315			X				
751	2014	Chevrolet	TAHOE	1GNSK2E0XER168911	\$30,137		X	X	X		
793	2016	Chevrolet	TAHOE	1GNLCDEC9GR295501	\$52,909		X	X	X	X	
794	2016	Chevrolet	TAHOE	1GNLCDEC1GR295511	\$54,685		X	X	X		
795	2016	Chevrolet	TAHOE	1GNLCDEC5GR337730	\$33,322		X	X	X	X	
797	2016	Dodge	RAM 1500 PICKUP TRUCK	1C6RR7X77GS291690	\$29,851		X	X	X		
Department: Precinct 4, Constable										Total Number of Vehicles: 15	
96	2008	Ford	E350	1FDWE35L88DA85072			X				
288	2002	Chevrolet	1500 XCAB	1GCEC19V22Z280519			X				
741	2016	Ford	F250 PICKUP TRUCK	1FDBF2B64GEA16229	\$30,644		X	X	X		
754	2016	Ford	F250 PICKUP TRUCK	1FT7X2B66GEA72891	\$27,214		X	X	X		
Department: RCS Wireless Communication										Total Number of Vehicles: 4	
188	2005	Ford	F150 CREW CAB	1FTPW12535FA37463			X				
Department: Record Management										Total Number of Vehicles: 1	
8	2009	Other	20XPT	112H8V3269L074382			X				
9	2013	Other	20XPT	112H8V345DL078126	\$21,922		X	X	X		
10	2003	Other	UTILITY TRAILER	11WEC12273W271724			X				
11	2012	Other	LA7712	13ZLA1224C1001787			X				
12	1990	Other	UTILITY TRAILER	168FS1629L T00804			X				
16	1995	Other	UTILITY TRAILER	17XFH1624S1950892			X				
17	2001	Other	NURSE TANK	1A9TS14251K347018			X				
21	2010	Other	230 DHR	1C92M152XAM119160			X				
22	2005	CTS	HRD32	1C93432215S770120			X				
32	2002	Other	TE30T26	1DA12TL152P015852			X				
33	2003	Other	PRTN55ETD3-PS	1E92824473E111081			X				
34	1997	Other	UTILITY TRAILER	1E9FU1622JUE162010			X				
35	1997	Other	UTILITY TRAILER	1E9FU1624JUE162011			X				
36	1997	Other	UTILITY TRAILER	1E9FU1626JUE162012			X				
44	1997	Ford	E350	1FBJS31L1VHB61043			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
46	2001	Ford	E350	1FBNE31FX1HA87330			X				
49	2014	Ford	E350	1FBSS3BL1EDA71563		\$26,179	X	X	X		
51	2012	Ford	F450	1FD0W4GYXCEB23518		\$45,000	X	X	X		
52	2009	Ford	F450	1FDAF46Y69EA28453			X				
61	2014	Ford	F350 RCAB	1FDBF3A68EEB47295		\$31,763	X	X	X		
62	2013	Ford	F350	1FDBF3E63DEA99293		\$30,513	X	X	X		
63	2015	Ford	F350 PICKUP TRUCK	1FDBF3E69FEC56134		\$32,626	X	X	X		
66	2014	Ford	F350	1FDRF3G62EEB47296		\$49,882	X	X	X		
95	2011	Ford	F550	1FDUF5GY6BEB75900		\$40,000	X	X	X		
98	2008	Ford	F350 RCAB	1FDWF36588ED04894			X				
101	2003	Ford	F450	1DXF46PX3EB99408			X				
102	1997	Ford	F800	1DXF80C5WVA08379			X				
137	2015	Ford	F250 PICKUP TRUCK	1FT7W2A60FEC56033		\$27,478	X	X	X		
138	2015	Ford	F250 Crew Cab	1FT7W2A62FEC56034		\$26,119	X	X	X		
141	2014	Ford	F250 CLUB	1FT7W2B63EEB47191		\$26,162	X	X	X		
143	2014	Ford	F250 RCAB	1FTBF2A60EEB47189		\$20,245	X	X	X		
144	2015	Ford	PICKUP TRUCK	1FTBF2A60FEC46693		\$23,260	X	X	X		
145	2013	Ford	F250 RCAB	1FTBF2A61DEA99247		\$20,075	X	X	X		
146	2015	Ford	F250 PICKUP TRUCK	1FTBF2A62FEC46694		\$23,587	X	X	X		
148	2015	Ford	PICKUP TRUCK	1FTBF2A65FEC46690		\$23,260	X	X	X		
149	2014	Ford	F250 RCAB	1FTBF2A67EEB47187		\$24,575	X	X	X		
150	2014	Ford	F250 RCAB	1FTBF2A67EEB47190		\$20,916	X	X	X		
151	2015	Ford	F250 RCAB	1FTBF2A67FEC46688		\$24,728	X	X	X		
152	2015	Ford	PICKUP TRUCK	1FTBF2A67FEC46691		\$23,260	X	X	X		
153	2014	Ford	F250 RCAB	1FTBF2A69EEB47188		\$22,484	X	X	X		
154	2015	Ford	F250 RCAB	1FTBF2A69FEC46689		\$24,513	X	X	X		
155	2015	Ford	PICKUP TRUCK	1FTBF2A69FEC46692		\$23,412	X	X	X		
156	2015	Ford	PICKUP TRUCK	1FTEW1CF3FFA60743		\$27,546	X	X	X		
157	2015	Ford	F150 PICKUP TRUCK	1FTEX1CF4FFA90296		\$25,391	X	X	X		
159	2014	Ford	F150 CREW CAB	1FTFW1CF2EKD94305		\$24,991	X	X	X		
160	2014	Ford	F150 CREW CAB	1FTFW1CF6EKD82948		\$25,948	X	X	X		
162	2013	Ford	F150 XCAB	1FTFX1CF6DKE52394		\$19,928	X	X	X		
163	2013	Ford	F150 XCAB	1FTFX1CF8DKE52395		\$25,000	X	X	X		
171	2009	Ford	F250 RCAB	1FTNF20519EA24058		\$17,127	X				
174	2009	Ford	F250 RCAB	1FTNF20539EA24059		\$17,127	X				
175	2006	Ford	F250 RCAB	1FTNF20556EC67657			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
182	2008	Ford	F250 RCAB	1FTNF205X8EA55033			X				
183	2009	Ford	F250 RCAB	1FTNF205X9EA24057		\$17,127	X				
186	2010	Ford	F250 RCAB	1FTNF2A53AEA90114		\$25,000	X	X	X		
187	2010	Ford	F250 RCAB	1FTNF2A5XAEA90112		\$25,000	X	X	X		
190	2006	Ford	F150 XCAB	1FTRX12W06KC37143			X				
194	2007	Ford	F150 XCAB	1FTRX12W17NA54690			X				
195	2008	Ford	F150 XCAB	1FTRX12W18KC73717			X				
199	2007	Ford	F150 XCAB	1FTRX12W37FB00353			X				
201	2008	Ford	F150 XCAB	1FTRX12W48FB05370			X				
204	2005	Ford	F150 XCAB	1FTRX12W85KD56489			X				
208	2008	Ford	F150 XCAB	1FTRX12WX8KC73716			X				
212	2009	Ford	F250 CLUB	1FTSW20549EA24056			X				
219	2005	Ford	F350 RCAB	1FTWF32P75EC28785			X				
225	2003	Freightliner	FL70 4X2	1FVABUAK13DM10362			X				
226	2003	Freightliner	FL70 4X2	1FVABUAK33DM10363			X				
227	2003	Freightliner	FL70 4X2	1FVABUAK53DM10364			X				
228	2003	Freightliner	FL70 4X2	1FVABUAK93DM10366			X				
229	2011	Freightliner	M2	1FVAC2BS2BDBC5294		\$45,000	X	X	X		
231	2013	Freightliner	108SD	1FVAG0BS2DHFA8995		\$161,671	X	X	X		
232	2014	Freightliner	108SD	1FVAG0T8EHFT0043		\$160,488	X	X	X		
233	2014	Freightliner	M2112	1FVHC5DV1EHFM9977		\$120,340	X	X	X		
234	2014	Freightliner	M2112	1FVHC5DV3EHFM9978		\$120,340	X	X	X		
235	2015	Freightliner	TRACTOR TRUCK	1FVHC5DV7FHGM2178		\$19,814	X	X	X		
261	2011	Chevrolet	3500 RCAB	1GB3CZCG2BF116211		\$32,000	X	X	X		
262	2011	Chevrolet	3500 RCAB	1GB3CZCG5BF168111			X				
264	2002	Chevrolet	2500 RCAB	1GBGC24U52Z254398			X				
266	2009	Chevrolet	3500 RCAB	1GBJC74K39F164311			X				
267	2009	Chevrolet	3500 RCAB	1GBJC74K89F164319			X				
268	2004	Chevrolet	C7500	1GBP7C1384F512553			X				
270	2006	Chevrolet	C8500 6X4	1GBT8C4336F423435			X				
272	2011	Chevrolet	2500 RCAB	1GC0CVCG0BF171294			X				
276	2012	Chevrolet	3500 CREW CAB	1GC4CZCG0CF149631		\$32,000	X	X	X		
277	2012	Chevrolet	3500 CREW CAB	1GC4CZCG1CF148147		\$32,000	X	X	X		
278	2012	Chevrolet	3500 CREW CAB	1GC4CZCG9CF149837		\$32,000	X	X	X		
280	2009	Chevrolet	1500 XCAB	1GCEC19019Z296743			X				
282	2009	Chevrolet	1500 XCAB	1GCEC19029Z296170			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
285	2009	Chevrolet	1500 XCAB	1GCEC19C09Z153342			X				
286	2009	Chevrolet	1500 XCAB	1GCEC19C29Z157764			X				
287	2009	Chevrolet	1500 XCAB	1GCEC19C39Z171611			X				
289	2002	Chevrolet	1500 XCAB	1GCEC19V42Z271384			X				
310	2002	GMC	8500	1GDP7H1C72J511473			X				
441	2009	International	7600 SFA 6X4	1HSWXSHR09J184956			X				
442	2009	International	7600 SFA 6X4	1HSWXSHR29J184957			X				
443	2009	International	7600 SFA 6X4	1HSWXSHR49J184958			X				
444	2009	International	7600 SFA 6X4	1HSWXSHR69J184962			X				
445	2010	International	7600 SFA 6X4	1HSWXSHR6AJ277775		\$88,219	X	X	X		
447	1999	International	4700 4X2	1HTSCABN1XH649027			X				
448	2001	International	4700 4X2	1HTSCABN21H404082			X				
449	2001	International	4700 4X2	1HTSCABN51H314893			X				
450	2002	International	4700 4X2	1HTSCABR02H545088			X				
451	2002	International	4700 4X2	1HTSCABR02H545091			X				
452	2000	International	4700 4X2	1HTSCABR1YH328089			X				
453	2002	International	4700 4X2	1HTSCABR22H545089			X				
454	2002	International	4700 4X2	1HTSCABR22H545092			X				
455	2001	International	4700 4X2	1HTSCABR51H404080			X				
456	1999	International	4700 4X2	1HTSCABR5XH675990			X				
457	1999	International	4700 4X2	1HTSCABR6YH233060			X				
458	2001	International	4700 4X2	1HTSCABR71H404081			X				
459	2002	International	4700 4X2	1HTSCABR72H545086			X				
461	2001	International	4700 4X2	1HTSCABR91H404079			X				
462	2002	International	4700 4X2	1HTSCABR92H545087			X				
463	2002	International	4700 4X2	1HTSCABR92H545090			X				
464	2000	International	4700 4X2	1HTSCABRXYH328091			X				
465	2009	International	7400 SFA 6X4	1HTWHAAR19J184915			X				
466	2005	International	7400 SFA 6X4	1HTWHAAR25J179314			X				
467	2009	International	7400 SFA 6X4	1HTWHAAR39J184916			X				
468	2005	International	7400 SFA 6X4	1HTWHAAR45J179315			X				
469	2009	International	7400 SFA 6X4	1HTWHAAR59J184917			X				
470	2009	International	7400 SFA 6X4	1HTWHAARX9J184914			X				
471	2008	International	7300 SBA 4X2	1HTZZAAR28J038712			X				
472	2008	International	7300 SBA 4X2	1HTZZAAR28J558408			X				
473	2008	International	7300 SBA 4X2	1HTZZAAR48J038713			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
474	2008	International	7300 SBA 4X2	1HTZZAAR48J558409			X				
475	2009	International	7300 SBA 4X2	1HTZZAAR99J184901			X				
478	1998	Other	24DTA	1JKDTA243WA000949			X				
486	2008	Other	SAM	1P91510138G301150			X				
487	1999	Other	TK54BDU	1TKS04024XM027358			X				
488	1999	Other	TK54BDU	1TKS04026XM027359			X				
490	2000	Other	18X82.5HD	1V5BA182XY1133518			X				
492	1994	Other	TRAILER	1V5BA202XR1131254			X				
624	2004	Ford	F150 XCAB	2FTRX17W64CA42335			X				
626	2004	Ford	F150 XCAB	2FTRX17W94CA42331			X				
647	2015	Freightliner	TRACTOR TRUCK	3AKNGND1XFDGL1674		\$128,646	X	X			
650	2000	Ford	F750	3FDXF75H7YMA54839			X				
651	2004	Ford	F650	3FRNF65JX4V685875			X				
652	2006	Ford	F750	3FRXF75E16V376283			X				
653	1997	Ford	F350 RCAB	3FTHF35H7VMA58922			X				
667	2001	Other	50LA-16	4K8NX162X11C72242			X				
668	2000	Other	UTILITY TRAILER	4K8PX1826Y1363991			X				
669	2003	Other	70TV	4K8UX142631E99915			X				
671	2014	Other	TRAILER	4R7BU1221ET137412		\$1,535	X	X			
675	2001	CPS	SBD-240	4Z41116261P003543			X				
677	2012	Other	WTSP	5F11S1016C1000255		\$4,000	X	X			
678	2012	Other	WTSP	5F11S1018C1000256		\$4,000	X	X			
679	2012	Other	WVTM	5F12S1218C1000257		\$4,000	X	X			
680	2012	Other	WVTM	5F12S121XC1000258		\$4,000	X	X			
681	2013	Other	WTLMB-SLL	5F12S1618D1001162		\$14,989	X	X			
682	2010	Other	WSDT-S	5F15S0914A1001142			X				
683	2010	Other	WSDT-S	5F15S0916A1001143			X				
685	2004	CPS	SBD-240	5MC1116204P004837			X				
686	2008	CPS	LWBD-240	5MC1116278P008194			X				
687	2011	CPS	LWBD-240	5MC114022BP012588			X				
693	2013	Other	TK110SA-483	ITKA04834DM041717		\$95,014	X	X			
711	2012	Freightliner	M2112	1FUJCS5DV4CDBV5741		\$96,397	X	X			
712	2012	Freightliner	M2112	1FUJCS5DV6CDBV5742		\$96,329	X	X			
722	2002	Chevrolet	1500 XCab Pickup Truck	1GCEC19VX2Z272393			X				
723	2012	International	4300 Truck	1HTJTSKN1CJ536666		\$188,161	X	X			
728	2009	Dodge	Grand Caravan	1HVBABLXWH581902			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
730	1998	International	3800 Truck	1HVBBABM2WH573804			X				
742	2016	Freightliner	TRACTOR TRUCK	1FVHC5DV7GHHHD1939		\$129,737	X	X	X		
755	2016	Ford	F250 XCAB PICKUP TRUCK	1FT7X2A63GEA84367		\$25,261	X	X	X		
756	2016	Ford	F250 XCAB	1FT7X2A65GEA84368		\$24,470	X	X	X		
757	2016	Ford	F250 XCAB	1FT7X2A61GEA84366		\$24,470	X	X	X		
758	2016	Ford	F250 XCAB	1FT7X2A6XGEA84365		\$24,880	X	X	X		
759	2016	Ford	F250 XCAB	1FT7X2A66GEA84363		\$24,470	X	X	X		
760	2016	Ford	F250 XCAB	1FT7X2A68GEA84364		\$24,470	X	X	X		
761	2016	Ford	F250 XCAB PICKUP TRUCK	1FT7X2A67GEA84369		\$0	X				
763	2007	Other	CIMLINE TRAILER	1C92M25267M119200			X				
764	2007	Other	CIMLINE 230 DH TRAILER	1C92M25267M11920			X				
765	2005	Other	PIPEHUNTER TRAILER	1T9P718245P394083			X				
766	2015	Etnyre	TRACTOR TRUCK	1E9V19773FE111356		\$81,412	X	X	X		
767	2015	Etnyre	TRACTOR TRUCK	1E9V19784FE111357		\$81,450	X	X	X		
768	2016	Ford	PICKUP TRUCK	1FTX2A6XGEA84365		\$24,470	X	X	X		
788	2016	Ford	F150 PICKUP TRUCK	1FTEX1CF9GKD82132		\$24,094	X	X	X		
Department: Road & Bridge											
7	2008	Other	TRITON RESCUE ONE	00000TJZ138K6K708			X				
18	2000	Dodge	CARAVAN	1B4GP44G5YB806552			X				
19	2015	Jeep	GRAND CHEROKEE	IC4RJEAG8FC763663		\$27,345	X	X	X		
20	2015	Dodge	PICKUP TRUCK	1C4SDHFT7FC741203		\$30,266	X	X	X		
24	2009	Dodge	DAKOTA	1D7HE38K39S806868			X				
25	2009	Dodge	DAKOTA	1D7HE38K49S749063			X				
26	2009	Dodge	DAKOTA	1D7HE38K59S806869			X				
38	2006	Ford	TAURUS	1FAP53U46A213978			X				
40	2013	Ford	POLICE INTERCEP	1FAHP2M80DG105800		\$38,127	X	X	X		
43	2013	Ford	POLICE INTERCEP	1FAHP2M88DG105799		\$38,127	X	X	X		
50	2008	Ford	E450 WALKIN VAN	1FCLE49L98DA37409			X				
56	2010	Ford	F550	1FDAF5HR2AEB36780		\$269,776	X	X	X		
104	2013	Ford	EXPLORER	1FM5K7B81DGA14638		\$43,000	X	X	X		
108	2014	Ford	EXPLORER	1FM5K7D88EGA80845		\$25,400	X	X	X		
109	2013	Ford	EXPLORER POLICE	1FM5K8AR0DGA09060		\$41,168	X	X	X		
115	2009	Ford	ESCAPE	1FMCU03G09KB19643			X				
116	2009	Ford	ESCAPE	1FMCU03G29KB19644			X				
117	2009	Ford	ESCAPE	1FMCU03G49KB19645			X				
118	2009	Ford	ESCAPE	1FMCU03G99KB19642			X				
Total Number of Vehicles: 175											

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
120	2010	Ford	ESCAPE	1FMCU0DG6AKC22309			X				
127	2008	Ford	EXPLORER	1FMEU63E38UA90751			X				
161	2013	Ford	F150 XCAB	1FTFX1CF5DFB23825		\$21,035	X	X	X		
216	2006	Ford	F250 XCAB	1FTSX21536ED10245			X				
218	2007	Ford	F150 XCAB	1FTVX12557NA54701			X				
236	2012	Chevrolet	MALIBU	1G1ZA5EU6CF261754		\$31,000	X	X	X		
263	2007	Chevrolet	UPLANDER	1GBDV13W17D172876			X				
273	2011	Chevrolet	2500 CREW CAB	1GC1KVCG1BF156536		\$26,000	X	X	X		
283	2007	Chevrolet	1500 XCAB	1GCEC19047Z588013			X				
294	2002	Chevrolet	2500 VAN	1GCFG25MX21234124			X				
300	2011	Chevrolet	1500 XCAB	1GCRPE00BZ287306		\$25,000	X	X	X		
301	2012	Chevrolet	1500	1GCRPE05CZ216104		\$26,000	X	X	X		
302	2012	Chevrolet	1500	1GCRPE06CZ211154		\$26,000	X	X	X		
303	2011	Chevrolet	1500 XCAB	1GCRPE08BZ291670		\$25,000	X	X	X		
304	2013	Chevrolet	1500	1GCRPEA1DZ281414		\$40,000	X	X	X		
305	2013	Chevrolet	1500	1GCRPEA4DZ282699		\$40,000	X	X	X		
306	2013	Chevrolet	1500	1GCRPEA4DZ282816		\$40,000	X	X	X		
307	2013	Chevrolet	1500	1GCRPEAXDZ281413		\$40,000	X	X	X		
308	2012	Chevrolet	1500	1GCRPEA6CZ217539		\$26,000	X	X	X		
316	2013	Chevrolet	TAHOE	1GNLC2E00DR259816		\$50,000	X	X	X		
317	2013	Chevrolet	TAHOE	1GNLC2E00DR260576		\$50,000	X	X	X		
318	2013	Chevrolet	TAHOE	1GNLC2E00DR262361		\$50,000	X	X	X		
319	2014	Chevrolet	TAHOE	1GNLC2E00ER213534		\$37,093	X	X	X		
320	2014	Chevrolet	TAHOE	1GNLC2E00ER213758		\$32,740	X	X	X		
321	2014	Chevrolet	TAHOE	1GNLC2E00ER216000		\$30,924	X	X	X		
324	2013	Chevrolet	TAHOE	1GNLC2E01DR259890		\$50,000	X	X	X		
326	2014	Chevrolet	TAHOE	1GNLC2E01ER212179		\$37,093	X	X	X		
327	2014	Chevrolet	TAHOE	1GNLC2E01ER212201		\$31,452	X	X	X		
328	2014	Chevrolet	TAHOE	1GNLC2E01ER212795		\$39,093	X	X	X		
329	2014	Chevrolet	TAHOE	1GNLC2E01ER213834		\$37,093	X	X	X		
330	2014	Chevrolet	TAHOE	1GNLC2E01ER215776		\$37,093	X	X	X		
333	2013	Chevrolet	TAHOE	1GNLC2E02DR262314		\$50,000	X	X	X		
334	2013	Chevrolet	TAHOE	1GNLC2E02DR262345		\$50,000	X	X	X		
335	2014	Chevrolet	TAHOE	1GNLC2E02ER148489		\$45,620	X	X	X		
337	2014	Chevrolet	TAHOE	1GNLC2E02ER210716		\$37,093	X	X	X		
338	2014	Chevrolet	TAHOE	1GNLC2E02ER213566		\$37,093	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
340	2013	Chevrolet	TAHOE	1GNLC2E03DR258532		\$50,000	X	X	X		
341	2013	Chevrolet	TAHOE	1GNLC2E03DR259521		\$50,000	X	X	X		
342	2013	Chevrolet	TAHOE	1GNLC2E03DR261611		\$50,000	X	X	X		
343	2014	Chevrolet	TAHOE	1GNLC2E03ER213611		\$37,093	X	X	X		
344	2014	Chevrolet	TAHOE	1GNLC2E03ER214354		\$37,093	X	X	X		
349	2013	Chevrolet	TAHOE	1GNLC2E04DR259558		\$50,000	X	X	X		
353	2013	Chevrolet	TAHOE	1GNLC2E05DR260315		\$50,000	X	X	X		
354	2013	Chevrolet	TAHOE	1GNLC2E05DR260332		\$50,000	X	X	X		
355	2013	Chevrolet	TAHOE	1GNLC2E05DR261318		\$50,000	X	X	X		
358	2014	Chevrolet	TAHOE	1GNLC2E05ER210788		\$37,093	X	X	X		
359	2014	Chevrolet	TAHOE	1GNLC2E05ER213528		\$37,093	X	X	X		
360	2012	Chevrolet	TAHOE	1GNLC2E06CR238564		\$42,000	X	X	X		
361	2013	Chevrolet	TAHOE	1GNLC2E06DR261330		\$50,000	X	X	X		
364	2014	Chevrolet	TAHOE	1GNLC2E06ER212159		\$37,093	X	X	X		
365	2014	Chevrolet	TAHOE	1GNLC2E06ER215949		\$37,093	X	X	X		
366	2014	Chevrolet	TAHOE	1GNLC2E06ER216096		\$32,375	X	X	X		
367	2014	Chevrolet	TAHOE	1GNLC2E07ER210629		\$37,093	X	X	X		
368	2014	Chevrolet	TAHOE	1GNLC2E07ER212221		\$37,093	X	X	X		
369	2014	Chevrolet	TAHOE	1GNLC2E07ER214096		\$37,093	X	X	X		
370	2014	Chevrolet	TAHOE	1GNLC2E07ER214955		\$37,284	X	X	X		
372	2012	Chevrolet	TAHOE	1GNLC2E08CR238243		\$42,000	X	X	X		
376	2013	Chevrolet	TAHOE	1GNLC2E08DR261538		\$50,000	X	X	X		
377	2013	Chevrolet	TAHOE	1GNLC2E08DR262351		\$50,000	X	X	X		
378	2013	Chevrolet	TAHOE	1GNLC2E08DR262690		\$50,000	X	X	X		
380	2014	Chevrolet	TAHOE	1GNLC2E08ER210834		\$37,093	X	X	X		
381	2014	Chevrolet	TAHOE	1GNLC2E08ER214124		\$37,093	X	X	X		
382	2014	Chevrolet	TAHOE	1GNLC2E08ER214771		\$37,093	X	X	X		
383	2014	Chevrolet	TAHOE	1GNLC2E08ER214964		\$50,000	X	X	X		
386	2013	Chevrolet	TAHOE	1GNLC2E09DR260401		\$50,000	X	X	X		
387	2014	Chevrolet	TAHOE	1GNLC2E09ER210860		\$37,093	X	X	X		
388	2014	Chevrolet	TAHOE	1GNLC2E09ER214343		\$30,924	X	X	X		
389	2014	Chevrolet	TAHOE	1GNLC2E09ER214410		\$32,131	X	X	X		
390	2014	Chevrolet	TAHOE	1GNLC2E09ER215931		\$37,093	X	X	X		
394	2013	Chevrolet	TAHOE	1GNLC2E0XDR261010		\$50,000	X	X	X		
395	2014	Chevrolet	TAHOE	1GNLC2E0XER210642		\$37,093	X	X	X		
396	2014	Chevrolet	TAHOE	1GNLC2E0XER212147		\$37,093	X	X	X		

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								Coll	Comp		
397	2014	Chevrolet	TAHOE	1GNLC2EOXER214738		\$31,052	X	X	X		
398	2015	Chevrolet	TAHOE	1GNLC2EC0FR625349	1218167	\$42,662	X	X	X		
399	2015	Chevrolet	TAHOE	1GNLC2EC1FR624940	1218195	\$42,662	X	X	X		
401	2015	Chevrolet	TAHOE	1GNLC2EC3FR623398	1218196	\$42,662	X	X	X		
402	2015	Chevrolet	TAHOE	1GNLC2EC3FR626379		\$37,489	X	X	X		
405	2015	Chevrolet	TAHOE	1GNLC2EC4FR546458	1218288	\$36,800	X	X	X		
406	2015	Chevrolet	TAHOE	1GNLC2EC4FR623569	FZW0138	\$37,489	X	X	X		
407	2015	Chevrolet	TAHOE	1GNLC2EC4FR623586	1218291	\$42,662	X	X	X		
408	2015	Chevrolet	TAHOE	1GNLC2EC4FR627041	FZW0139	\$37,419	X	X	X		
411	2015	Chevrolet	TAHOE	1GNLC2EC6FR626358	1218168	\$42,662	X	X	X		
412	2015	Chevrolet	TAHOE	1GNLC2EC7FR624909	1218290	\$42,662	X	X	X		
413	2015	Chevrolet	TAHOE	1GNLC2EC7FR627941	1218289	\$42,662	X	X	X		
417	2015	Chevrolet	TAHOE	1GNLC2ECXFR623818	1218166	\$42,662	X	X	X		
426	2015	Chevrolet	TAHOE	1GNSK2EC2FR602489		\$41,507	X	X	X		
430	2015	Other	MOTORCYCLE	1HD1FMM13FB626067		\$20,046	X	X	X		
433	2015	Hartley Davidson	FLHPT Motorcycle	1HD1FMM17FB626119		\$23,587	X	X	X		
434	2015	Other	MOTORCYCLE	1HD1FMM17FB628257		\$20,046	X	X	X		
437	2015	Other	MOTORCYCLE	1HD1FMM19FB626185		\$20,046	X	X	X		
489	2005	Other	TRAILER	1V5AA151351115817			X				
496	1994	Other	TW141M	1WC200F13R2024008			X				
503	2006	Ford	MUSTANG	1ZVFT80N965172953			X				
506	2007	Dodge	CHARGER	2B3KA43G27H714581			X				
508	2008	Dodge	CHARGER	2B3KA43G48H199200			X				
509	2007	Dodge	CHARGER	2B3KA43G67H714583			X				
510	2008	Dodge	CHARGER	2B3KA43G68H199201			X				
518	2009	Dodge	CHARGER	2B3KA43V19H578445			X				
521	2009	Dodge	CHARGER	2B3KA43V49H578441			X				
522	2009	Dodge	CHARGER	2B3KA43V69H578442			X				
523	2009	Dodge	CHARGER	2B3KA43V89H578443			X				
524	2009	Dodge	CHARGER	2B3KA43VX9H578444			X				
526	2008	Dodge	CHARGER	2B3LA43G48H185852			X				
527	2008	Dodge	CHARGER	2B3LA43H18H185851			X				
532	2011	Ford	CROWN VICTORIA	2FABP7BV0BX137665		\$30,000	X	X	X		
534	2011	Ford	CROWN VICTORIA	2FABP7BV1BX137660		\$30,000	X	X	X		
537	2011	Ford	CROWN VICTORIA	2FABP7BV2BX107857		\$30,000	X	X	X		
538	2011	Ford	CROWN VICTORIA	2FABP7BV2BX137666		\$30,000	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
541	2011	Ford	CROWN VICTORIA	2FABP7BV3BX137661		\$30,000	X	X	X		
545	2011	Ford	CROWN VICTORIA	2FABP7BV4BX182446		\$30,000	X	X	X		
546	2011	Ford	CROWN VICTORIA	2FABP7BV4BX182480		\$30,000	X	X	X		
548	2010	Ford	CROWN VICTORIA	2FABP7BV5AX124330		\$29,500	X	X	X		
549	2011	Ford	CROWN VICTORIA	2FABP7BV5BX137659		\$30,000	X	X	X		
550	2011	Ford	CROWN VICTORIA	2FABP7BV5BX137662		\$30,000	X	X	X		
551	2011	Ford	CROWN VICTORIA	2FABP7BV5BX182441		\$30,000	X	X	X		
555	2010	Ford	CROWN VICTORIA	2FABP7BV7AX124328		\$29,500	X	X	X		
556	2010	Ford	CROWN VICTORIA	2FABP7BV7AX124331		\$29,543	X	X	X		
558	2011	Ford	CROWN VICTORIA	2FABP7BV7BX182442		\$30,000	X	X	X		
559	2011	Ford	CROWN VICTORIA	2FABP7BV8BX137669		\$30,000	X	X	X		
560	2010	Ford	CROWN VICTORIA	2FABP7BV9AX124329		\$29,500	X	X	X		
562	2011	Ford	CROWN VICTORIA	2FABP7BV9BX137664		\$30,000	X	X	X		
566	2010	Ford	CROWN VICTORIA	2FABP7BVXAX124324		\$29,500	X	X	X		
567	2011	Ford	CROWN VICTORIA	2FABP7BVXBX182483		\$30,000	X	X	X		
588	2007	Ford	CROWN VICTORIA	2FAFP71W27X160352			X				
597	2007	Ford	CROWN VICTORIA	2FAFP71W67X105533			X				
605	2006	Ford	CROWN VICTORIA	2FAFP71WX6X142597			X				
614	2009	Ford	CROWN VICTORIA	2FAHP71V59X117871			X				
615	2009	Ford	CROWN VICTORIA	2FAHP71V59X129115			X				
616	2009	Ford	CROWN VICTORIA	2FAHP71V79X129116			X				
617	2009	Ford	CROWN VICTORIA	2FAHP71V89X118657			X				
619	2009	Ford	CROWN VICTORIA	2FAHP71V89X129111			X				
620	2009	Ford	CROWN VICTORIA	2FAHP71V99X118666			X				
621	2009	Ford	CROWN VICTORIA	2FAHP71V99X129117			X				
627	2014	Chevrolet	IMPALA	2G1WA5E30E1145521		\$19,445	X	X	X		
628	2014	Chevrolet	IMPALA	2G1WA5E31E1145785		\$19,445	X	X	X		
629	2015	Chevrolet	IMPALA	2G1WA5E32F1129919		\$18,207	X	X	X		
630	2014	Chevrolet	IMPALA	2G1WA5E35E1144543		\$19,445	X	X	X		
631	2014	Chevrolet	IMPALA	2G1WA5E38E1145704		\$19,445	X	X	X		
633	2014	Chevrolet	IMPALA	2G1WA5E3XE1145915		\$19,445	X	X	X		
640	2004	Chevrolet	IMPALA	2G1WF52K049311128			X				
641	2004	Chevrolet	IMPALA	2G1WF52K849307456			X				
644	2013	Chevrolet	IMPALA	2G1WF5E31D1216824		\$40,000	X	X	X		
645	2006	Chevrolet	IMPALA	2G1WS551869420454			X				
646	2007	Chevrolet	IMPALA	2G1WS55R879415360			X				

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
654	2011	Chevrolet	1500	3GCPPE00BG210975		\$25,000	X	X	X		
655	2011	Chevrolet	1500	3GCPPE08BG265626			X				
656	2011	Chevrolet	1500	3GCPPE09BG210201		\$25,000	X	X	X		
657	2012	Chevrolet	1500	3GCPSE01CG218507		\$26,000	X	X	X		
659	2001	Chevrolet	SUBURBAN	3GNEC16T81G167490			X				
661	2001	Pace American	WS612SHD	47ZFB12171X015575			X				
662	2003	Other	BRUSH BUSTER	49TSG162831061439			X				
663	2002	Other	TRAILER	4D6EB12142C004123			X				
664	2004	Other	TRAILER	4D6EB12144C006571			X				
666	2008	Other	RCS-1	4J2BDMR1881095477			X				
689	2007	Toyota	AVALON	5TEKU72N07Z387867			X				
690	2009	Toyota	TACOMA	5TETX22N19Z651907			X				
691	2012	Other	CLASSIC	5VNBU1228CT101222		\$4,000	X	X	X		
695	2008	Toyota	HIGHLANDER	JTEDS42A482065485			X				
707	2015	Ford	Explorer	1FM5K7B83FGB75415		\$24,675	X	X	X		
708	2009	Ford	Sport Trac	1FMEU33E19UA20049			X				
714	2014	Chevrolet	Tahoe	1GNLC2E00ER210164		\$37,093	X	X	X		
715	2014	Chevrolet	Tahoe	1GNLC2E02ER216533		\$37,093	X	X	X		
716	2014	Chevrolet	Tahoe	1GNLC2E06ER210671		\$37,093	X	X	X		
717	2014	Chevrolet	Tahoe	1GNLC2E09ER213516		\$37,093	X	X	X		
718	2015	Chevrolet	Tahoe	1GNLC2EC7FR623727		\$37,419	X	X	X		
719	2015	Chevrolet	Tahoe	1GNLC2EC7FR627910		\$42,662	X	X	X		
720	2015	Chevrolet	Tahoe	1GNLC2EC9FR624961		\$37,419	X	X	X		
721	2015	Chevrolet	Tahoe	1GNLC2ECXFR623740		\$42,662	X	X	X		
731	2008	Honda	Ridgeline	2HJYK16278H539018			X				
732	2015	Dodge	1500 Pickup Truc	3C6RR6KT3FG584820		\$23,990	X	X	X		
733	2015	Dodge	1500 Pickup Truck	3C6RR6KT7FG584819		\$21,590	X	X	X		
737	2015	Chevrolet	TAHOE	1GNLC2EC2FR626616		\$42,650	X	X	X	X	X
738	2015	Chevrolet	TAHOE	1GNLC2EC7FR623419		\$37,260	X	X	X	X	X
739	2015	Chevrolet	TAHOE	1GNLC2ECFR626642		\$43,316	X	X	X	X	X
740	2015	Chevrolet	1500 PICKUP TRUCK	3GCPPE00FG345745		\$27,858	X	X	X	X	X
745	2016	Chevrolet	2500 PICKUP TRUCK	1GC1KUEG4FF616527		\$36,813	X	X	X	X	X
752	2014	Chevrolet	LARK TRAILER	571BE2026EM003302		\$5,536	X	X	X	X	X
787	2015	Jeep	CHEROKEE	1C4RJEAG7FC31224		\$27,930	X	X	X	X	X
796	2016	Dodge	RAM 1500 PICKUP TRUCK	1C6RR6FT4GS293036		\$21,293	X	X	X	X	X
802	2016	Chevrolet	IMPALA	2G1WD5E30G1159090		\$18,856	X	X	X	X	X

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
803	2016	Chevrolet	TAHOE	1GNLCDEC6GR301898		\$33,095	X	X	X		X
804	2016	Chevrolet	TAHOE	1GNLCDEC2GR307259		\$33,095	X	X	X		X
806	2016	Chevrolet	TAHOE	1GNLCDEC2GR304491		\$33,095	X	X	X		X
807	2016	Chevrolet	TAHOE	1GNLCDEC0GR303632		\$33,095	X	X	X		X
808	2017	Ford	ESCAPE	1FMCU0F76HUA25216		\$19,224	X	X	X		
810	2016	Chevrolet	TAHOE	1GNLCDEC6GR304896		\$33,095	X	X	X		
811	2016	Chevrolet	TAHOE	1GNLCDEC1GR302926		\$33,095	X	X	X		
812	2016	Chevrolet	TAHOE	1GNLCDEC0GR306711		\$33,095	X	X	X		
813	2016	Chevrolet	TAHOE	1GNLCDEC4GR302953		\$33,095	X	X	X		X
814	2016	Chevrolet	TAHOE	1GNLCDEC0GR302416		\$33,095	X	X	X		
816	2016	Harley Davidson	MOTOR CYCLE	1HD1FMM19GB656482		\$19,518	X	X	X		
817	2016	Harley Davidson	MOTORCYCLE	1HD1FMM1XGB656040		\$19,518	X	X	X		
818	2016	Harley Davidson	MOTORCYCLE	1HD1FMM14GB656082		\$19,518	X	X	X		
819	2016	Chevrolet	TAHOE	1GNLCDEC5GR306302		\$33,095	X	X	X		
820	2016	Chevrolet	TAHOE	1GNLCDECXGR306005		\$33,095	X	X	X		
821	2016	Chevrolet	TAHOE	1GNLCDEC4GR304301		\$33,095	X	X	X		
822	2016	Chevrolet	TAHOE	1GNLCDEC9GR305203		\$33,095	X	X	X		
823	2016	Chevrolet	TAHOE	1GNLCDEC3GR303818		\$33,095	X	X	X		X
824	2016	Chevrolet	TAHOE	1GNLCDEC1GR306734		\$33,095	X	X	X		
825	2016	Chevrolet	TAHOE	1GNLCDEC0GR308216		\$33,095	X	X	X		X
826	2016	Chevrolet	TAHOE	1GNLCDEC9GR419184		\$33,095	X	X	X		
827	2016	Chevrolet	TAHOE	1GNLCDEC1GR301825		\$33,095	X	X	X		
828	2016	Chevrolet	TAHOE	1GNLCDEC6GR306602		\$33,095	X	X	X		
829	2016	Chevrolet	TAHOE	1GNLCDEC9GR306397		\$33,095	X	X	X		X
839	2000	Other	BRAGG TRAILER	TR198629			X				
840	2011	Other	MAGNUM TRAILER	1V5AA1613B1117576			X				
841	2016	Chevrolet	TAHOE	1GNLCDEC3GR303026		\$33,095	X	X	X		
Department: Sheriff											
805	2016	Chevrolet	TAHOE	1GNLCDEC1GR307530		\$33,095	X	X	X		X
Department: Unassigned Department											
Total Number of Vehicles: 1											
446	2011	International	4300	1HTMMAAN4BH364600		\$65,000	X	X	X		
734	1975	Other	Wilson Trailer	0000000TR181077			X				
776	2016	Ford	F250 PICKUP TRUCK	1FTBF2A67GEB55325		\$23,050	X	X	X		
777	2016	Ford	F250 PICKUP TRUCK	1FTBF2A69GEB55326		\$22,718	X	X	X		
778	2016	Ford	F250 PICKUP TRUCK	1FTBF2A60GEB55327		\$22,963	X	X	X		
815	2017	Freightliner	M2106 TRUCL	1FVACXD77HJA7147		\$96,679	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
830	2017	Freightliner	M2112 TRUCK	1FVHC5DV7HHJA2860		\$122,352	X	X	X		
831	2016	Ford	F450 TRUCK	1FD0W4GT0GEC73289		\$55,593	X	X	X		
832	2017	Freightliner	1FVHC5DV0HHJA2859	1FVHC5DV0HHJA2859		\$123,242	X	X	X		
833	2017	Freightliner	TRACTOR TRUCK	1FVMG3DV5HHJA4288		\$259,434	X	X	X		
834	2016	Other	WANCO SIGN TRAILER	5F12S1210G1006706		\$14,357	X	X	X		X
835	2016	Other	WANCO TRAILER	5F12S1212G1007114		\$14,357	X	X	X		X
836	2016	Ford	F550 TRUCK	1FDUF5GY6GEA50516		\$93,193	X	X	X		
837	2016	International	TRACTOR TRUCK	1HTMMAAN5GH74395 3		\$216,152	X	X	X		
838	2016	International	TRACTRO TRUCK	1FVHC5DV3GHHHD1940		\$129,349	X	X	X		
Department: URS											Total Number of Vehicles: 15

Totals Total Number of Vehicles
Auto Liability 694
Auto Physical Damage, Collision 397
Auto Physical Damage, Comprehensive 397



PROPERTY

The TAC Risk Management Pool’s Property coverage provides Members with *blanket replacement* coverage for physical damage to county-owned buildings and contents such as fire, lightning, flood, and hail damage.

Benefits:

- Blanket Limit Coverage
- Replacement Cost Value
- Property Appraisals – No cost to the County
- No Co-insurance Penalty
- No Separate Windstorm/Hail deductible
- No additional contributions for mid-year additions/deletions



Optional Increased Limits:

- Accounts Receivables
- Valuable Papers, Records
- Gross Earnings and Extra Expense
- Loss of Rents
- Property in the Course of Construction
- Equipment Breakdown
- Crime

Property Program Highlights:

- **All Risk coverage** is provided, subject to exclusions and conditions.
- **Unmanned Aircraft (Drones)** coverage can be endorsed per scheduled unmanned aircraft at actual cash value – Replacement Cost if less than two years old. *Coverage Available 7/1/2016*
- **Mobile Equipment** coverage – at actual cash value – Replacement Cost if less than two years old.



- **EDP (Electronic Data Processing)** Equipment and Mobile Voting EDP Equipment coverage.
- **Personal Property** (Contents) is covered anywhere within the Coverage Document Territory.
- **Values** reported for covered property must be at 100 percent replacement cost.
- **Flood and Earthquake** coverage is automatically included – at no additional cost. Please refer to the sample Coverage Document for applicable sub-limits, terms and conditions, including specific Deductible terms and limitations for property located in Special Hazard Zones for Flood.
- **Equipment Breakdown** coverage (formerly known as Boiler and Machinery) is automatically included – at no additional cost. State required Boiler Inspection Certificates are provided as a service. Limit of Liability for all loss or damage to covered property from any 'One Breakdown' is \$25,000,000 - please refer to the sample Coverage Document for applicable sub-limits within this limit, as well as applicable terms and conditions.
- **Crime** coverage includes a sub-limit of \$100,000 per occurrence and carries a \$1,000 deductible for Public Employee Dishonesty, Forgery, Theft, Disappearance and Destruction, Robbery and Safe Burglary, Counterfeit Currency, Computer Fraud and Funds Transfer Fraud. Increased Limits are available.
- **Watercraft** 27' or less in length are automatically included – at no additional cost. Limit \$250,000 for any one watercraft; \$1,500,000 aggregate any one occurrence.
- **Animal Mortality and Theft** and for Loss of Use is automatically included – at no additional cost. Limit is \$30,000 per animal. No scheduling is required. Coverage applies to dogs and horses owned by the Member and used in the service of a Law Enforcement Agency or Department of the Member. Coverage ceases at the age of eight years.
- Other **Additional Coverage** is included. Please refer to the sample Contract Declaration for applicable sub-limits and the sample Coverage Document for coverage provided.

PROPERTY APPRAISAL SERVICES

Through its property appraisal program, TAC RMP is helping Members to ensure they are adequately covered at 100 percent of replacement cost. TAC RMP has partnered with American Appraisal Associates, Inc. for its property and contents valuation services. American Appraisal is a leader in the valuation field and offers industry expertise, extensive experience serving large public entities and advanced online technology.



Accurate and current building values are an extremely important component of a property program and ensure that all Members are contributing based on the same valuation method. Inflated insurable values can result in excessive contributions, while having inadequate coverage can be disastrous if a loss occurs. Accurate building values facilitate appropriate allocation of contributions and can serve as a basis of proof-of-loss, if required.

Property coverage benefits include a comprehensive property appraisal for all first year property Members. Building values are then updated annually with physical inspections conducted every four years. This invaluable service is made available at no cost to Members in the Property Program. A full-scope appraisal provides the most accurate data and involves on-site inspection of each building including:

- Construction, Occupancy, Protection and Exposure (COPE) data
- Square footage, building shape and perimeter
- Components of construction (structure, walls, roof, etc.)
- Major mechanical systems (electrical, plumbing, HVAC, security, etc.)
- Additional building features and site-specific factors
- Quality of construction
- Photographic building documentation
- Major components of construction

HISTORICAL VALUATION

In many communities, the county courthouse is a treasured historical icon. The cost to reproduce a historic county buildings with similar, quality materials and original construction methods is substantially higher than replacement cost. TAC RMP offers Property Members the option of having historic buildings appraised for historical-reproduction costs.





GENERAL LIABILITY

General Liability coverage through TAC Risk Management Pool provides liability coverage for bodily injury or property damages arising out of a negligent act committed by a TAC RMP Member, on Member premises or during Member operations. This coverage would provide protection to the county for things such as slips and falls, improper road maintenance or a county maintainer hitting a fence.

Limits of Liability:

Bodily Injury	\$100,000 per person
	\$300,000 per occurrence
Property Damage	\$100,000 per occurrence

Optional increased Limits of Liability:

- \$250,000 / \$500,000 / \$250,000
- \$500,000
- \$1,000,000
- \$2,000,000

Included Coverage:

- Limited Contractual Liability
- Advertising Injury Liability
- Personal Injury coverage including false arrest (protection-excludes claims arising out of law enforcement activities)
- Medical Payments coverage
- Host Liquor Liability coverage
- Damage to Premises Rented to Named Member
- Products & Completed operations
- Medical Services Liability (coverage does not apply to claims arising out of any hospital or nursing home)
- Watercraft Liability coverage (under 26 feet long)
- Employee Benefit Liability (affords protection for claims arising out of errors in the administration of employee benefit programs)
- Garage Keeper’s Legal Liability

Optional Endorsements: Law Enforcement Watercraft Liability coverage





AUTO LIABILITY

Members of the Auto Liability Program are covered for bodily injury and property damage caused by the negligent use of a covered auto. This coverage includes options for Hired/Non-owned, Personally Owned Vehicles for Law Enforcement, Personal Injury Protection and Uninsured/Under-insured Motorist Protection. State tort limits are standard and increased limits are available.

Limits of Liability:

Bodily Injury	\$100,000 per person \$300,000 per occurrence
Property Damage	\$100,000 per occurrence

Optional increased Limits of Liability:

- \$250,000 / \$500,000 / \$250,000
- \$500,000
- \$1,000,000

Included Coverage:

Personal Injury Protection	\$5,000 per passenger
Out of State	\$1,000,000 Combined Single Limit
Limited Mexico Coverage	Up to 25 miles from the boundary of the United States
Sudden and Accidental Death Benefit	\$10,000 limit
Hired and Non-owned	Within Auto Liability Limit

Optional Endorsements:

- Personally Owned Vehicle – Law Enforcement
- Uninsured Motorists / Underinsured Motorists





AUTO PHYSICAL DAMAGE

Auto Physical Damage coverage provides protection for covered TAC RMP Member vehicles for Comprehensive Coverage and Collision Coverage involved in an auto accident. This coverage helps repair and/or replace county vehicles when involved in an accident with another vehicle, a rollover, hail damage or simply backing into a pole. Auto Physical Damage coverage is provided to autos described in the schedule of vehicles.

Summary of Coverage:

- As scheduled
- No additional contribution for mid-year additions/deletions

Limits:

- Actual Cash Value





PUBLIC OFFICIALS LIABILITY

Public Officials Liability coverage is for elected officials, employees, volunteers and others in the case of a claims arising from a wrongful act while performing official Member duties. This includes defense costs and covers acts such as wrongful termination, harassment and discrimination.

Limits of Liability:

\$2,000,000 per claim

\$2,000,000 aggregate

Included Coverage:

Cyber Liability

Back Wages

County Attorney

County Clerk

Criminal & Malicious Acts and Omissions

District Clerk

Punitive Damages

Takings

Limit:

\$1,000,000 per claim/aggregate

\$50,000 per claim/\$100,000 aggregate

\$500,000 per claim

Statutory*

\$50,000 per claim

Statutory*

\$1,000,000 sub-limit

\$50,000 per claim

**County and District Clerk limits shall not exceed the statutory requirement or \$1,000,000*

Optional Endorsements:

- District Judge
- District Attorney
- Additional Punitive Damages





CYBER LIABILITY

Preventing data breaches is not totally preventable but counties can plan for how they would respond to one with the help of the TAC RMP. Cyber Liability is included coverage at no additional charge to TAC RMP Public Officials Liability program participants.

Summary of Coverage:

- Credit monitoring – Monitoring use of the data breached, such as individuals’ Social Security Numbers, to prevent identify theft or other crimes.
- Forensic investigations – Investigation into the cause of the data breach.
- Public relations – Help communicating with those affected and to the public about the data breach and the county’s response.
- Legal fees – Attorneys’, court, and other legal fees incurred following the data breach.
- Regulatory proceedings and penalties – Coverage for regulatory proceedings and penalties incurred.

Total Aggregate Limit \$1,000,000

Sub-limits:

Privacy Response Expenses	\$500,000 aggregate
Regulatory Penalties	\$50,000 aggregate
Regulatory Proceedings	\$100,000





LAW ENFORCEMENT LIABILITY

The TAC Risk Management Pool’s Law Enforcement Liability provides coverage for law enforcement officers, employees, volunteers and others in the case of a claim arising from a wrongful act while performing official Member duties. This includes defense costs and covers acts such as excessive force, civil rights violations and other allegations stemming from law enforcement operations.



Limits of Liability:

\$2,000,000 per claim
\$2,000,000 aggregate

Included Coverage:

Criminal & Malicious Acts and Omissions
Punitive Damages

Limit:

\$50,000 per claim
\$1,000,000 sub-limit

Optional Endorsements:

- District Judge
- Additional Punitive Damages



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

***AUTO LIABILITY
COVERAGE DOCUMENT***

AUTO LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability claims. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION V-DEFINITIONS

SECTION I — LIABILITY COVERAGE

A. WHO IS COVERED

The following are Covered Persons:

1. The Named Member.
2. Anyone while using an Auto the Named Member owns, hires borrows, or temporarily uses as a substitute for an Auto the Named Member has removed from use due to its breakdown, repair, service, Loss or destruction, but only if that person is using the vehicle with the Named Member's permission; the use of the vehicle is within the scope of the Named Member's permission; except that the following are not Covered Persons:
 - a. The owner of an Auto the Named Member hires or borrows from one of the Named Member's Officials, employees, or Volunteers, or a member of his or her household.

- b. Anyone using an Auto while he or she is working in a business of selling, servicing, repairing, storing or parking Autos unless that business is the Named Member's.
 - c. The owner or lessee of whom the Named Member is a sub lessee of a Hired Auto or the owner of a Non-Owned Auto or any agent or employee of any such owner or lessee.
 - d. Anyone other than the Named Member's Officials, employees, or Volunteers, while moving property to or from an Auto.
3. Anyone liable for the conduct of a Covered Person described above, but only to the extent of that liability. However, the owner or anyone else from whom the Named Member hires or borrows an Auto is a Covered Person only if that Auto is a trailer connected to an Auto the Named Member owns.

To the extent that the Named Member's Officials, employees or Volunteers qualify as Covered Persons for a covered Accident, the coverage afforded by this Coverage Document applies to the individual liability of those persons, without regard to their, or the Named Member's, immunity from liability or Suit for that Accident.

B. COVERAGE EXTENSIONS

1. Supplementary Payments.

In addition to the Limits of Liability, the Pool will pay for the Covered Person:

- a. All expenses the Pool incurs.
- b. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an Accident the Pool covers. The Pool does not have to furnish these bonds.
- c. The cost of bonds to release attachments in any Suit the Pool defends, but only for bond amounts within the Pool's Limits of Liability.
- d. Reasonable expenses incurred by the Covered Person at the Pool's request in assisting the investigation or defense of a claim or Suit, including actual Loss of earnings up to \$100 a day because of time off from work.

- e. All costs taxed against the Covered Person in any Suit the Pool defends.
 - f. Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment in any Suit the Pool defends; but the Pool's duty to pay interest ends when the Pool has paid, offered to pay or deposited in court the part of the judgment that is within the Pool's Limits of Liability.
 - h. Expenses incurred by a Covered Person for first aid to others at the time of an Accident, for Bodily Injury to which this Coverage Document applies.
2. Hired and Non-owned
- a. Hired Auto Liability- The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the maintenance or use of a Hired Auto by Named Member or a Covered Person in the course of Named Member's business.
 - b. Non-owned Auto Liability- The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the use of any Non-owned Auto by Named Member or a Covered Person in the course of Named Member's business.
 - c. When the Auto Liability section of the CCD refers only to Hired and Non-owned Liability, the limits of liability are excess as provided by Section IV, Conditions, R.
3. Supplemental Death and Benefit
- a. The Pool will pay to a Covered Person's Beneficiary a Supplementary Death Benefit in the amount of \$10,000 unless otherwise stated on the CCD because of death to the Covered Person:
 - (1) Caused by an Auto Accident; and

- (2) Sustained by a Covered Person while wearing a Seat Belt or protected by an Airbag.
 - b. The Pool will pay the benefit, if such death occurs within three years of the date of such Accident.
 - c. This Supplementary Death Benefit shall not be reduced by any other amounts paid or payable under this Coverage Document or other coverage or insurance for the Accident.
 - d. The Beneficiary must furnish the Pool with proof of death of the Covered Person, accompanied by a police report or other verifiable proof that the Covered Person was wearing a Seat Belt or protected by an Airbag at the time the Accident occurred.
 - e. No deductible applies.
- 4. Out of State Coverage
 - a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring out of State if:
 - (1) A Covered Person is using an Auto within the Coverage Territory described in Condition S., below, but outside of the State of Texas, and
 - (2) The laws of that state, territory, or province require the Covered Person to maintain insurance with respect to the operation or use of that Auto within its borders, and
 - (3) The coverage provided by this Coverage Document differs in form, kind or amount from that required by said laws;
 - b. The Pool will:
 - (1) Increase the Limits of Liability specified in the CCD for this Out of State Coverage to the greater of either:
 - (a) The minimum limits specified by the law of the state, territory or province where the Auto is being used, or
 - (b) A combined single limit of liability of one million dollars (\$1,000,000.00) for all Damages because of Bodily Injury and Property Damage resulting from any one Accident, regardless of the number of Covered Persons under this Coverage Document, the number

of persons or organizations who sustain Bodily Injury or Property Damage, or the number of Autos to which this Coverage Document applies.

- (2) Provide the minimum forms or kinds of coverages, such as no-fault, as may be required and set forth by the laws by that state, territory or province, but only to the extent required by such laws.
 - c. The increased amount of out of State coverage will be in excess of any other valid and collectible insurance or coverage that may be available to the Covered Person.
 - d. The Pool will not pay anyone more than once for the same elements of Loss because of these extensions.
5. Mexico Coverage
- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring in Mexico if:
 - (1) A Covered Person is using an Auto owned by the Named Member;
 - (2) The Auto is included in the schedule of vehicles attached to this Coverage Document;
 - (3) The Accident occurs within 25 miles of the United States border;
 - (4) The Auto is garaged in the United States; and
 - (5) The Auto is used for infrequent trips that do not exceed ten days for any single trip.

SECTION II — EXCLUSIONS

The coverage afforded by this Coverage Document does not apply to any of the following:

A. EXPECTED OR INTENDED INJURY

Bodily Injury or Property Damage expected or intended from the standpoint of a Covered Person.

B. CONTRACTUAL LIABILITY

Liability assumed under any contract or agreement, but this exclusion does not apply to liability for Damages that the Covered Person would have in the absence of the contract or agreement.

C. WORKERS' COMPENSATION

Any obligation for which the Covered Person or the Covered Person's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

D. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily Injury to:

1. An employee of a Covered Person arising out of and in the course of employment by the Covered Person; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph A. above.

This exclusion applies:

1. Whether the Covered Person may be liable as an employer or in any other capacity; and
2. To any obligation to share Damages with or repay someone else who must pay Damages because of the injury.

E. EMPLOYEE CAUSES INJURY TO FELLOW EMPLOYEE

Bodily Injury to an employee of a Named Member caused by a fellow employee of the Named Member and arising out of and in the course of the fellow employee's employment.

F. CARE, CUSTODY OR CONTROL

Property Damage to property owned or transported by a Covered Person or in a Covered Person's care, custody or control.

G. CYBER LIABILITY AND EXPENSE COVERAGE

1. This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Cyber Security Event.

2. For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Named Member or Covered Person; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Cyber Security Event means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Personal Information means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

H. EMERGENCY MEDICAL SERVICE

With respect to Damages resulting from the ownership, maintenance or use of emergency medical service vehicles because of:

1. Bodily Injury resulting from the providing of or failure to provide medical services or other professional services;
2. Bodily Injury resulting from the furnishing of or failure to furnish food or drink in connection with such services; or
3. Bodily Injury or Property Damage resulting from the handling of corpses.

I. HANDLING OF PROPERTY

Bodily Injury or Property Damage resulting from the handling of the property:

1. Before it is moved from the place where it is accepted by a Covered Person for movement into or onto an Auto; or
2. After it is moved from an Auto to the place where it is finally delivered by a Covered Person.

J. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

Bodily Injury or Property Damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to an Auto.

K. OPERATIONS

Bodily Injury or Property Damage arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of Mobile Equipment.

L. POLLUTION

Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, any watercourse or

body of water; but this exclusion does not apply if such discharge, dispersal, release, or escape is sudden and Accidental. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, fuels, lubricants, chemicals, pesticides and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. NUCLEAR ENERGY

1. Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or
2. The explosion of any weapon employing atomic fission or fusion.

N. WAR

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

O. STATE RESPONSIBILITY

To any claim, liability, Loss or Accident, for which the State of Texas:

1. Has the responsibility to pay or indemnify; or
2. Asserts a right to defend; or
3. Asserts a right to adjust, handle or settle.

SECTION III— LIMITS OF LIABILITY

A. WHAT THE POOL WILL PAY

Regardless of the number of Autos, Covered Persons, or vehicles involved in the Accident the Limits of Liability payable under this Coverage Document are as follows:

1. The Pool will pay all sums, up to the Pool's Limits of Liability as set forth in the CCD, a Covered Person legally must pay as Damages because of Bodily Injury or Property Damage to which this coverage applies, caused by an Accident and resulting from the ownership; maintenance or use of an Auto.

2. The maximum limits per person and per Accident as stated in the CCD is the maximum amount the Pool will pay for all claims arising out of an Accident.
3. The Pool has the right and duty to defend any Suit asking for such Damages. However, the Pool has no duty to defend Suits for Bodily Injury or Property Damage not covered by this Coverage Document. The Pool may investigate and settle any claim or Suit as the Pool considers appropriate. The Pool's duty to defend or settle ends when the applicable Limits of Liability has been exhausted by payment of judgments or settlements. The Pool's right to defend includes the right to select counsel to defend covered claims or Suits.

B. DEDUCTIBLE

The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident.

SECTION IV — CONDITIONS

Unless otherwise indicated, this Auto Liability Coverage Document and all other forms and endorsements forming a part of this Coverage Document, are subject to the following Conditions:

A. APPLICATION AND AGREEMENTS

By acceptance of this Coverage Document, the Named Member agrees that the statements in the Application and Agreements are the Named Member's agreements and representations, that this Coverage Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Named Member and the Pool or any of the Pool's agents relating to this Coverage Document.

B. UNINTENTIONAL FAILURE TO DISCLOSE

It is agreed that the Named Member's failure to disclose all hazards existing as of the inception date of this Coverage Document shall not prejudice a Covered Person with respect to the coverage afforded by this Coverage Document, if such failure or omission was not intentional.

C. COMPLIANCE WITH CONDITIONS

If any Covered Person breaches any condition or warranty of this Coverage Document, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Accident or action in connection with the breach.

D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

E. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions,

such notice must be given not less than sixty (60) days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.
3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768

4. The Pool may cancel or non-renew this Coverage Document:
 - a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
 - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;
 - c. For fraud in the obtaining of coverage;
 - d. If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
 - e. If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
 - f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
 - g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member

F. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

G. CHANGES

This Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived orally. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

H. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

I. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and/or facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

J. CONTRIBUTIONS

1. All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
2. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.
3. The Named Member will be the payee for any return contributions or other payments the Pool pays.
4. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

K. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

1. The Named Member's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.
2. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

L. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

1. In the event of Accident, claim, Suit, or Loss, the Named Member and any Covered Person involved must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:
 - a. How, when and where the Accident or loss occurred;
 - b. The name and address of all Covered Persons involved; and
 - c. To the extent possible, the names and addresses of any injured persons and witnesses.

If the Pool shows that failure to provide notice prejudices the Pool's defense, there is no liability coverage for any Covered Person under this Coverage Document.

2. Additionally, the Named Member and any other Covered Person involved must:
 - a. Assume no obligation, make no payment or incur no expense without the Pool's consent, except at the Covered Person's own cost.
 - b. Immediately send the Pool copies of any demand, notice, summons or legal paper received concerning the claim or Suit.
 - c. Cooperate with the Pool in the investigation, settlement or defense of the claim or Suit.
3. No Covered Person will, without the Pool's written consent:
 - a. Assume or admit any liability; or

- b. Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document.
4. In connection with any investigation the Pool may make regarding the applicability of this coverage for any claim or Suit under this Coverage Document, or the nature or extent of a claim or Suit payable under this Coverage Document, the Covered Person agrees to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

M. LEGAL ACTION AGAINST THE POOL

No one may bring a legal action against the Pool under this Coverage Document until:

1. There has been full compliance with all the terms of this Coverage Document; and
2. The amount of the Covered Person's liability has been determined by a fully adversarial trial, or by a written agreement between the Covered Person, the claimant, and the Pool.
3. No one has the right under this Coverage Document to bring the Pool into an action to determine a Covered Person's liability.

N. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover Damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Accident or loss to impair them.

O. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

P. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Document is void in any case of fraud by a Covered Person relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning:

1. This coverage;
2. Any Auto;
3. The Named Member's interest in an Auto; or
4. A claim under this Coverage Document.

Q. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional contribution charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

R. OTHER COVERAGE OR INSURANCE

1. For any Auto the Named Member owns, this Coverage Document provides primary liability coverage. For any Hired Auto or Non-owned Auto used by the Named Member, the coverage provided by this Coverage Document is excess over any other collectible insurance. However, while an Auto which is a trailer is connected to another vehicle, the liability coverage this Coverage Document provides for the trailer is:
 - a. Excess while it is connected to a motor vehicle the Named Member does not own.
 - b. Primary while it is connected to a covered Auto the Named Member owns.
2. When this Coverage Document and any other coverage document or policy provide coverage on the same basis, either excess or primary the Pool will pay only the Pool's share which is the proportion that the Limits of Liability of this Coverage Document bears to the total of the limits of all the coverage forms and policies.

S. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

T. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and losses occurring:

1. During the Coverage Period shown in the CCD; and
2. Within the coverage territory.

The coverage territory is:

1. The United States of America;
2. The territories and possessions of the United States of America;
3. Puerto Rico;
4. Canada; and
5. Mexico, within 25 miles of the United States border subject to the Limits of Liability set forth in the CCD and Section III of this Coverage Document.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

V. NO BENEFIT TO BAILEE-PHYSICAL DAMAGE COVERAGE

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

W. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements

and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member. Claims Expenses shall not be deducted from the Limits of Liability.

2. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.
3. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
4. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
5. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
6. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims,

or if there are multiple or competing Claims against one or more Members , the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust the Limits of Liability shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.

SECTION V — DEFINITIONS

The following definitions shall apply wherever used in this Coverage Document.

- A. **Accident** means any event or series of events resulting in direct and accidental loss or damage including continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.
- B. **Airbag** means a functioning Airbag designed to protect the occupant of a seat in an Automobile.
- C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include Mobile Equipment.
- D. **Beneficiary** means (in order of priority of payment):
1. The surviving spouse if a resident in the same household as the deceased Covered Person at the time of the Accident, or
 2. If the deceased Covered Person is an unmarried minor, either of the surviving parents who had legal custody at the time of the Accident, or
 3. The estate of the deceased Covered Person.
- E. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person including death resulting from any of these.
- F. **Claims Expenses** means:
1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
 3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool.
- G. **Covered Person** means any person or organization qualifying as a Covered Person in Section I, A. Who Is Covered provision of this Coverage Document. Except with respect to the Limits of Liability, the coverage afforded applies separately to each Covered Person who is seeking coverage or against whom a claim or suit is brought.
- H. **Contributions and Coverage Declarations (CCD)** means the document that sets forth the specific indication of coverage, limits, and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- I. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements
- J. **Damages** means any amount, within the limits of liability, a Covered Person is legally obligated to pay. This includes settlements, judgements, related court costs, and interest on any judgement unless otherwise excluded in this Coverage Document.
- K. **Hired Auto** means any Auto not owned by Named Member or a Covered Person which is rented under contract to the Named Member or Covered Person for 14 days or less and used to conduct Named Member's business. This does not include any Auto Named Member or a Covered Person leases, hires or borrows from any of Named Member's employees or members of the employees' households.
- L. **Loss** means direct and Accidental loss or damage.
- M. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes the following:
1. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises other than roads or streets, the Named Member owns or hires. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or hired by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member.
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in paragraphs 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered Autos:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- N. **Named Member** means a county or other political subdivision so designated in the CCD.
- O. **Non-owned Auto** means any Auto Named Member borrows which is used in connection with Named Member's business. A borrowed Auto means an Auto owned by a Covered Person and used to conduct Named Member's business with Named Member's permission.
- P. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.
- Q. **Property Damage** means physical damage to or Loss of use of tangible property.
- R. **Seat Belt** means manual or automatic safety belts or seat and shoulder restraints.
- S. **Suit** means a civil judicial proceeding in which Damages are alleged due to personal injury or Property Damage. Suit includes arbitration proceedings and any other dispute resolution proceedings in which personal injury or Property Damage is alleged and in which the Covered Person participates with the Pool's consent.
- T. **Volunteer** means a person who is neither an Official nor an employee of the Named Member, who is performing some act or service on behalf of the Named Member, at the Named Member's request. Volunteer does not include independent contractors.

AUTO LIABILITY

PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

This endorsement provides coverage in addition to that provided under the Auto Liability Coverage Document. This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document.

SCHEDULE		
Coverage	Limits of Liability	Deductible
Personal Injury Protection	\$5,000 each Person	No deductible unless otherwise specified on CCD
Description of Covered Autos: See H.1 <u>Additional Definitions</u> Below		

A. COVERAGE AGREEMENT

The Pool will pay Personal Injury Protection benefits because of Bodily Injury:

1. Resulting from a motor vehicle Accident; and
2. Sustained by a Covered Person.

The Pool's payment will only be for Losses or expenses incurred within three years from the date of Accident.

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. Eighty percent of a Covered Person's Loss of Income from employment. These benefits apply only if, at the time of the Accident, the Covered Person:
 - a. Was an income producer; and
 - b. Was in an occupational status.

These benefits do not apply to any Loss after the Covered Person dies.

3. Reasonable expenses incurred for obtaining services. These services must replace those a Covered Person would normally have performed:
 - a. Without pay;
 - b. During a period of disability; and
 - c. For the care and maintenance of the family or household.

These benefits would apply if, at the time of the Accident, the Covered Person:

- a. Was not an income producer; and
- b. Was not in an occupational status.

These benefits will not apply to any Loss after the Covered Person dies.

B. EXCLUSIONS

The Pool does not provide Personal Injury Protection Coverage for any Person for Bodily Injury sustained:

1. In an Accident caused intentionally by that Person.
2. By that Person while in the commission of a felony.
3. By that Person while attempting to elude arrest by a law enforcement official.
4. To any employee of the Named Member, who is injured in the course and scope of his or her employment.

C. WHO IS A COVERED PERSON

For purposes of this Personal Injury Protection Coverage, Covered Person shall mean:

1. The Named Member's Officials, employees, Volunteers and any of their family members, while Occupying or when struck by a Covered Auto.
2. Anyone else Occupying a Covered Auto with the Named Member's permission and within the scope of that permission.

D. LIMITS OF LIABILITY

Regardless of the number of owned Covered Autos, Covered Persons, contributions paid, claims made or vehicles involved in the Accident, the most the Pool will pay for Bodily Injury for each Covered Person in any one Accident is the Limit of Liability shown in the Auto Liability Coverage Document or CCD.

If a Person receiving payment under this Personal Injury Protection Coverage Endorsement is also making a claim against the Named Member or another Covered Person under the Bodily Injury provisions of the Auto Liability Coverage Document, or against the Pool under the Bodily Injury provisions of the Uninsured/Underinsured Motorists Coverage Endorsement of the Auto Liability Coverage Document, such Named Member, other Covered Person and the Pool shall be entitled to an offset, credit or deduction against any award made under the Auto Liability Coverage Document or the Uninsured/Motorists Coverage Endorsement to such recipient in an amount equal to the amount paid to such recipient under this Personal Injury Protection Coverage Endorsement. The Auto Liability Coverage Document and the Uninsured/Underinsured Motorists Coverage Endorsement of – the Auto Liability Coverage Document are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Pool.

E. CONDITIONS

The CONDITIONS found in the Auto Liability Coverage Document are changed for Personal Injury Protection as follows:

1. Condition L.2, DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS is changed by adding the following:

- d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the Accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.
 - e. At the Pool's request, submit to examination under oath by any Person selected by the Pool, as often as may be reasonably required.
 - f. Provide or authorize the Pool to obtain medical records or pertinent information.
 - g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.
2. Condition N., TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL does not apply.
 3. Condition R., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

If there is other Personal Injury Protection insurance, the Pool will pay only its share. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides with respect to a vehicle the Named Member does not own shall be excess over any other collectible Personal Injury Protection coverage.

F. PAYMENT PROVISION

Benefits payable under this coverage, including those for Loss of Income, are only payable within 30 days after satisfactory proof thereof is received by the Pool. Subject to such proof of claim:

1. Accrued Medical Expenses and benefits for Loss of Income are payable not more frequently than every two weeks;

2. Any benefits for a period of less than two weeks for which the company is liable are payable at termination of the disability period.

Payments will be made to the Person who is disabled or, if the disabled Person is an unemancipated minor, to the parent or guardian who has custody of such minor within 30 days after satisfactory proof of parentage or guardianship is received by the Pool.

G. ASSIGNMENT OF BENEFITS

Payments for medical benefits will be paid directly to a physician or other health care provider if the Pool receives a written assignment signed by the Covered Person to whom such benefits are payable.

H. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for Personal Injury Protection.

1. **Covered Auto** means an Auto which is:
 - a. Owned or leased by the Named Member; or
 - b. Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

Liability coverage under this Coverage Document must apply to the Covered Auto.

Covered Auto shall not include:

- a. Any Auto while used as a livery or public conveyance, unless, prior to the Accident, such use is specifically declared and described in the CCD or otherwise approved in writing by the Pool;
- b. Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.

2. **Loss of Income** is the difference between:
 - a. Income which would have been earned had the Covered Person not been injured; and
 - b. The amount of income actually received from employment during the disability.

If the income being earned as of the date of Accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the Accident shall be used.

3. **Medical Expenses** means expenses for necessary medical, surgical, x-ray, and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
4. **Occupying** means in, upon, getting in, on, out or off.
5. **Person** means a natural Person and not a corporation, partnership, association, organization or business name.

AUTO LIABILITY

UNINSURED/UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT

This endorsement provides coverage in addition to that provided under the Auto Liability Coverage Document. This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document.

SCHEDULE

Coverage	Limits of Liability
Bodily Injury	\$ _____ each person \$ _____ each accident
Property Damage	\$ _____ each accident
Description of Covered Autos: See, F.1. Additional Definitions below	

A. COVERAGE AGREEMENT

1. The Pool will pay damages which a Covered Person is legally entitled to recover from the owner or operator of an Uninsured Motor Vehicle because of Bodily Injury or Property Damage sustained by the Covered Person caused by an Accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the Uninsured Motor Vehicle.
2. Any judgment for damages arising out of a Suit brought without the Pool's consent is not binding on the Pool.
3. If the Pool and the Named Member do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on the Pool.

B. EXCLUSIONS

1. The Pool does not provide Uninsured/Underinsured Motorists Coverage for any person:
 - a. For Bodily Injury sustained while Occupying, or when struck by, any motor vehicle or a trailer of any type owned by the Named Member, any of its Officials, employees or Volunteers, or any of their Family Members, which is not a Covered Auto under this endorsement.

- b. If that person or the legal representative settles the claim without the Pool's consent.
 - c. For the first \$250 of the amount of damage to the property of that person as the result of any one accident.
 - d. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to the Named Member.
 - e. For Bodily Injury or Property Damage resulting from the intentional acts of that person.
2. This coverage shall not apply directly or indirectly to benefit:
- a. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law; or
 - b. Any insurer of property.

C. WHO IS A COVERED PERSON

For purposes of this Uninsured/Underinsured Motorists Coverage, Covered Person shall mean:

- 1. The Named Member,
- 2. Officials, employees and Volunteers while Occupying a Covered Auto.
- 3. Any person or organization for damages that person or organization is entitled to recover because of Bodily Injury sustained by a person described in 1. or 2. above.

D. LIMITS OF LIABILITY

The Limits of Liability shown in the schedule for Bodily Injury each person is the most the Pool will pay for all damages for Bodily Injury sustained by any one person in any one Auto Accident. Subject to this limit for each person, the Limits of Liability indicated for Bodily Injury, each Accident is the most the Pool will pay for all damages for Bodily Injury resulting from any one Accident, regardless of the number of persons injured. The Limits of Liability shown in the schedule for Property Damage, each Accident is the most the Pool will pay for all damages for Property Damage resulting from any one Accident, regardless of the number of persons claiming such damages.

These limits are the most the Pool will pay regardless of the number of Covered Persons, Claims made, Policies or bonds applicable, Covered Autos, or Vehicles involved.

Subject to this maximum, the Pool's Limits of Liability will be the lesser of:

1. The difference between the amount of a Covered Person's damages for Bodily Injury or Property Damage and the amount paid or payable to that Covered Person for such damages, by or on behalf of persons or organizations who may be legally responsible; and
2. The applicable Limits of Liability for this coverage.

In order to avoid benefit payments in excess of actual damages sustained, subject only to the limits set out in the schedule or in the CCD and other applicable provisions of this coverage, the Pool will pay all covered damages not paid or payable under any workers' compensation law, disability benefits law, any similar law, auto medical expense coverage or Personal Injury Protection Coverage.

Any payment under this coverage to or for a Covered Person will reduce any amount that Covered Person is entitled to recover for the same damages under the liability coverage of this policy.

SPECIAL PROVISION FOR PROPERTY DAMAGE

If a Covered Person sustains Property Damage Loss, to which the physical or Property Damage coverage of another policy and this coverage both apply, the Named Member may choose the coverage from which damages will be paid. The Named Member may recover under both coverages, but only if:

1. Neither one by itself is sufficient to cover the Loss;
2. The Named Member pays the higher deductible amount (but the Named Member does not have to pay both deductibles); and
3. The Named Member will not recover more than the actual damages.

E. CONDITIONS

The Conditions found in the Auto Liability Coverage Document are changed for Uninsured/Underinsured Motorists Coverage as follows:

1. Condition L.2., DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, or LOSS is changed by adding the following:
 - d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.
 - e. At the Pool's request, submit to examination under oath by any person selected by the Pool, as often as may be reasonably required.
 - f. Provide or authorize the Pool to obtain medical records or pertinent information.
 - g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.
 - h. Promptly notify the police if a hit-and-run driver is involved.
 - i. Promptly send the Pool copies of the legal papers if a Suit is brought.
 - j. Take reasonable steps after Loss to protect the Covered Auto and its equipment from further Loss. The Pool will pay reasonable expenses incurred to do this.
 - k. Permit the Pool to inspect and appraise the damaged property before its repair or disposal.

2. Condition N., TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL is changed by adding the following:

If the Pool makes a payment and the Covered Person recovers from another party, the Covered Person shall hold the proceeds in trust for the Pool and reimburse the Pool to the extent of the Pool's payment. However, the Pool may not claim the amount recovered from an insurer of any underinsured motor vehicle

3. Condition R., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

If there is other applicable similar coverage or insurance the Pool will pay only its share of the Loss. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides, with respect to a vehicle the Named Member does not own, shall be excess over any other collectible coverage or insurance.

4. The following Condition is added:

V. PAYMENT OF LOSS BY THE POOL

Any amount due under this Uninsured/Underinsured Motorists Coverage is payable:

1. To the Covered Person, or
2. If the Covered Person is a minor, to his parent or guardian, or
3. If the Covered Person is deceased, to his surviving spouse, otherwise to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;
4. To a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the Pool may at its option pay any amount due hereunder in accordance with subparagraph V. 4., above.

F. ADDITIONAL DEFINITIONS

The DEFINITIONS of the Coverage Document are changed or supplemented for UNINSURED/UNDERINSURED MOTORIST COVERAGE as follows:

1. **Covered Auto** means:
 - a. Any Auto which is:
 - (1) Owned or leased by the Named Member; or

- (2) Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

Liability coverage under this Coverage Document must apply to the Covered Auto.

b. Covered Auto shall not include:

- (1) Any Auto while used as a livery or public conveyance, unless, prior to the accident, such use is specifically declared and described in the Declarations or otherwise approved in writing by the Pool;
- (2) Any auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.

2. **Family Member** means a person related to a Named Member, its Officials, employees or Volunteers by blood, marriage or adoption, who is a resident of their respective households, including a ward or foster child.
3. **Occupying** means in, upon, getting in, on, out or off.
4. **Property Damage** means injury to or Loss of use of or destruction of:
 - a. A Covered Auto;
 - b. Property owned by the Named Member, its Officials, employees or Volunteers, while contained in a Covered Auto; and
 - c. Property owned by any other person Occupying the Covered Auto while contained in the Covered Auto.
5. **Uninsured Motor Vehicle** means a land motor vehicle or trailer of any type:
 - a. To which no liability bond or policy applies at the time of the Accident.
 - b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit a Covered Person, a Covered Auto or a vehicle a Covered Person is Occupying.

- c. To which a liability bond or policy applies at the time of the Accident, but the bonding or insuring company denies coverage or is or becomes insolvent.
- d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident but its Limit of Liability either:
 - (1) Is not enough to pay the full amount the Covered Person is legally entitled to recover as damages; or
 - (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the Covered Person is legally entitled to recover as damages.

However, Uninsured Motor Vehicle does not include any vehicle or equipment:

- a. Owned by or furnished or available for the regular use of the Named Member, its Officials, employees or Volunteers, or any Family Member of any of them;
- b. Owned or operated by a self-insurer under any applicable motor vehicle law;
- c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of Bodily Injury or Property Damage on the governmental body for an amount not less than the Limits of Liability for this coverage;
- d. Operated on rails or crawler treads;
- e. Designed mainly for use off public roads while not on public roads; or
- f. While located for use as a residence or premises.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

**AUTO PHYSICAL DAMAGE
COVERAGE DOCUMENT**

AUTOMOBILE PHYSICAL DAMAGE COVERAGE

Words and phrases that appear in bold face have special meaning. Refer to SECTION IV-DEFINITIONS

SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTOS

Upon renewal, the autos described in the schedule of vehicles for which a contribution charge is shown are covered by this Coverage Document.

B. AUTOS ACQUIRED AFTER THE COVERAGE DOCUMENT BEGINS

An auto acquired after the Coverage Document begins will be a covered auto for the coverage(s) shown on the CCD, only if:

1. The Pool already covers all autos owned by the Named Member for that coverage or if it replaces an auto previously owned that had that coverage; and
2. The Named Member notifies the Pool in writing within 30 days after the Named Member acquires the auto of its desire to cover it for that coverage.

SECTION II - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. The Pool will pay for loss to a covered auto or its equipment under:

a. Comprehensive Coverage. From any cause except:

- (1) The covered auto's collision with another object; or
- (2) The covered auto's overturn.

b. Collision Coverage. Caused by:

- (1) The covered auto's collision with another object; or
- (2) The covered auto's overturn.

2. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles
The Pool will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. Loss caused by hitting a bird or animal; and
- c. Loss caused by falling objects or missiles.

However, the Named Member has the option of having glass breakage caused by a collision to be reimbursed under the auto's Collision Coverage.

3. Coverage Extension. The Pool will also pay up to \$20 per day to a maximum of \$600 for transportation expense incurred by the Named Member because of the total theft of a covered auto of the private passenger type. The Pool will pay only for those covered autos for which the Named Member carries Comprehensive Coverage. The Pool will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending when the covered auto is returned to use or the Pool has paid for its loss.
4. Rental Reimbursement. The Pool will reimburse Named Member in the event of loss to a covered auto for expenses incurred for the rental, not including any mileage or gasoline

charges, of a substitute auto of like kind and quality to the covered auto where the covered auto is unusable due to a covered loss. We will pay only for those expenses incurred during the coverage period beginning 24 hours after the loss and ending, regardless of the coverage period's expirations, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered auto; or
- b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or
- b. \$2,500.00

This coverage does not apply while there are spare or reserve autos of like kind and quality to the covered auto available to Named Member for its operations.

- 5. Unattached Equipment. For losses to unattached equipment, the Pool will pay the lesser of \$10,000 or the actual cash value of the unattached equipment as of the time of the loss if the unattached equipment was:
 - a. used in the usual course and scope of the Named Member's business at the time of loss; and
 - b. unusable due to a covered loss to a covered auto.

B. EXCLUSIONS

- 1. The Pool will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. Nuclear Hazard
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action
 - (1) War or Military Action
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. Other Exclusions
 - a. The Pool will not pay for loss to equipment or custom furnishings permanently installed in or to a covered auto unless the equipment or custom furnishing was:
 - (1) used in the usual course and scope of Named Member's business; and
 - (2) the value of the equipment or custom furnishing was reported to the Pool prior to the loss and included in the contribution of this coverage.
 - b. The Pool will not pay for loss caused by or resulting from any of the following unless

caused by other loss that is covered:

- (1) Wear and tear, freezing, mechanical or electrical breakdown;
- (2) Blowouts, punctures or other road damage to tires.

C. LIMITS OF LIABILITY

The Pool's maximum Limits of Liability from any one accident will not exceed the lesser of the Actual Cash Value of the covered auto at the time of loss or the cost of repairing or replacing the covered auto with one of like kind and quality.

D. DEDUCTIBLE

For each covered auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the CCD, except, the applicable deductible will be waived if Named Member elects to repair rather than replace damaged glass.

SECTION III - BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If the Named Member and the Pool disagree on the amount of loss, either may demand an appraisal of the loss. In this event each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If the Pool submits to an appraisal, the Pool will still retain its right to deny this claim.

2. DUTIES IN THE EVENT OF ACCIDENT OR LOSS

- a. In the event of accident or loss, the Named Member must give the Pool or the Pool's authorized representative prompt notice of the accident or loss. Include:

- (1) How, when and where the accident or loss occurred;
- (2) The Named Member's name and address; and
- (3) To the extent possible, the names and addresses of any witnesses.

- b. Additionally, the Named Member must:

- (1) Assume no obligation, make no payments or incur no expense without the Pool's consent, except at the Named Member's own cost.
- (2) Cooperate with the Pool in the investigation or settlement of the claim.

- c. If there is loss to a covered auto or its equipment, the Named Member must also do the following:

- (1) Promptly notify the police if the covered auto or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered auto from further damage. Also keep a record of expenses for consideration in the settlement of the claim.
- (3) Permit the Pool to inspect the covered auto and records proving the loss before its repair or disposition.

- (4) Agree to examination under oath at the Pool's request and give the Pool a signed statement of the Named Member's answers.
3. **LEGAL ACTION AGAINST THE POOL**
No one may bring a legal action against the Pool under this Coverage Document until there has been full compliance with all the terms of this Coverage Document.
4. **LOSS PAYMENT — PHYSICAL DAMAGE COVERAGES**
At the Pool's option, the Pool may:
 - a. Pay for, repair or replace damaged or stolen property.
 - b. Return the stolen property at the Pool's expense. The Pool will pay for any damage that results to the auto from the theft; or
 - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
5. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE POOL**
If any person or organization to or for whom the Pool makes payment under this Coverage Document has rights to recover damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after accident or loss to impair them.

B. GENERAL CONDITIONS

1. **CONCEALMENT, MISREPRESENTATION OR FRAUD**
This Coverage Document is void in any case of fraud by the Named Member relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning:
 - a. This Coverage Document;
 - b. The covered Auto; or
 - c. The Named Member's interest in the covered Auto.
2. **LIBERALIZATION**
If the Pool revises this Coverage Document to provide more coverage without additional contribution charge, the Named Member's Coverage Document will automatically provide the additional coverage as of the day the revision is effective.
3. **NO BENEFIT TO BAILEE-PHYSICAL DAMAGE COVERAGES**
The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.
4. **OTHER INSURANCE**
When this Coverage Document and any other Coverage Document or policy covers on the same basis, either excess or primary, the Pool will pay only the Pool's share. The Pool's share is the proportion that the Limit of Insurance of the Pool's Coverage Document bears to the total of the limits of all the Coverage Documents and policies covering on the same basis.
5. **COVERAGE PERIOD, COVERAGE TERRITORY**
Under this Coverage Document, the Pool covers accidents and losses occurring:
 - a. During the coverage period shown in the CCD; and
 - b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Mexico — not to exceed 25 miles from the U.S. border.

The Pool also covers loss to, or accidents involving, a covered auto while being transported between any of these places.

6. REPORTING PROVISION

The Named Member agrees to furnish the Pool with an updated vehicle schedule. The schedule shall include a current listing of autos which are to be covered under the Coverage Document. The vehicle schedule shall be the basis for coverage for the upcoming coverage period and shall become a part of the Coverage Document. Additionally, the contribution for the upcoming coverage period shall be calculated using the updated vehicle schedule and rates in effect at the beginning of the coverage period.

7. CANCELLATION

The Named Member may cancel this Agreement by notice to the Pool; upon surrender of the Coverage Document the Pool shall refund short rate unearned paid contributions. The Pool may cancel this Agreement by giving the Named Member sixty days written notice; such notice shall state the pro rata unearned paid contribution, and if not tendered, will be refunded on demand.

SECTION IV — DEFINITIONS

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in a loss or damage.
- B. **Actual Cash Value** means the amount it would cost to repair or replace the Named Member's property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. Actual Cash Value is computed by subtracting the depreciation of the lost or damaged covered Auto from the actual replacement cost, using material of like kind and quality, of the covered Auto at the time of Loss.
- C. **Agreement** means the Interlocal Participation Agreement executed between the Pool and the Named Member, designating those coverages and deductibles elected by the Named Member, and incorporating the various Coverage Documents, the Declarations of Coverage, and any amendments to said Interlocal Participation Agreement.
- D. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include mobile equipment.
- E. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.
- F. **Contributions and Coverage Declarations (CCD)** means the document that specifies the Named Member's coverage, limits of liability, deductibles and contributions and certain other conditions.
- G. **Course and Scope** means activity related to the furtherance of the affairs or business of the Named Member.

- H. **Coverage Document** means this Texas Association of Counties Risk Management Pool Automobile Physical Damage Program Coverage Document that sets forth in detail the exact coverage provided under the Agreement and which may be incorporated therein by reference, as amended from time to time.
- I. **Loss** means direct and accidental loss or damage.
- J. **Named Member** means the political subdivision or other member shown in the CCD.
- K. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designated for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraph 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in paragraph 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:
 - a. Equipment designed primarily for:
 - 1) Snow removal;
 - 2) Road maintenance, but not construction or resurfacing; or
 - 3) Street cleaning.
- L. **Pool** means the Texas Association of Counties Risk Management Pool.
- M. **Unattached Equipment** means equipment that is not permanently attached to your scheduled auto. This includes items used in the usual course and scope of Named Member's business such as but not limited to laptops, firearms, and medical equipment.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

**GENERAL LIABILITY
COVERAGE DOCUMENT**

GENERAL LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability Claims. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverage may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION V-DEFINITIONS

SECTION I – COVERAGE

COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. COVERAGE AGREEMENT

- a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Bodily Injury or Property Damage to which this coverage applies. The Pool will have the right and duty to defend the Covered Person against any Suit seeking those damages. However, the Pool will have no duty to defend the Covered Person against any Suit seeking damages for Bodily Injury or Property Damage to which this coverage does not apply. The Pool may, at the Pool's discretion, investigate any Occurrence and settle any Claim or Suit that may result.
But:

- (1) The amount the Pool will pay for damages is limited as described in Section III - Limits of Liability; and
- (2) The Pool's right and duty to defend ends when the Pool has used up the applicable limit of coverage in the payment of judgments or

settlements under Coverages A, B, D, E or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage F: Supplementary Payments for Coverages A, B, D and E.

- b. This coverage applies to Bodily Injury and Property Damage only if:
 - (1) The Bodily Injury or Property Damage is caused by an Occurrence that takes place in the coverage territory; and
 - (2) The Bodily Injury or Property Damage is caused by an Occurrence that takes place during the coverage period.
- c. This coverage applies to Bodily Injury arising out of the condition or use of real property only if that real property is owned, rented to or controlled by the Named Member.
- d. Damages because of Bodily Injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the Bodily Injury.
- e. Bodily Injury or Property Damage will be deemed to have been known to have occurred at the earliest time when any Named Member or any Employee authorized by Named Member to give or receive notice of an Occurrence or Claim:
 - (1) Reports all, or any part, of the Bodily Injury or Property Damage to us or any other insurer;
 - (2) Receives a written or verbal demand or Claim for damages because of the Bodily Injury or Property Damage; or
 - (3) Becomes aware by any other means that Bodily Injury or Property Damage has occurred or has begun to occur.

2. EXCLUSIONS

This coverage does not apply to:

- a. Expected or Intended Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Covered Person. This exclusion does not apply to Bodily

Injury resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily Injury or Property Damage for which the Covered Person is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the Covered Person would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an Insured Contract, provided the Bodily Injury or Property Damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an Insured Contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a Covered Person are deemed to be damages because of Bodily Injury or Property Damage, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same Insured Contract; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this coverage applies are alleged.

c. Liquor Liability

Bodily Injury or Property Damage for which any Covered Person may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the Covered Person is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the Covered Person under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily Injury to:

- (1) An Employee of the Covered Person arising out of and in the course of:
 - (a) Employment by the Covered Person; or
 - (b) Performing duties related to the conduct of the Covered Person's business; or
- (2) The spouse, child, parent, brother or sister of that Employee as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the Covered Person may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the Covered Person under an Insured Contract.

f. Pollution

- (1) Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Covered Person. However, this subparagraph does not apply to:
 - (i) Bodily Injury if sustained within a building and caused by smoke, fumes, vapor or soot produced or originating from equipment used to heat, cool, or dehumidify that building.

- (ii) Bodily Injury or Property Damage for which the Named Member may be held liable, if it is a contractor and the owner or lessee of such premises, site or location has been added to this Document as an additional Covered Person with respect to the Named Member's ongoing operations performed for that additional Covered Person at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Covered Person, other than that additional Covered Person; or
- (iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire;
- (b) At or from any premises, site or location which is or was at any time used by or for any Covered Person or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Covered Person or any person or organization for whom the Named Member may be legally responsible; or
- (d) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the Pollutants are brought on or to the premises, site or location in connection with such operations by such Covered Person, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or

other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Covered Person, contractor or subcontractor;

- (ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by the Named Member or on the Named Member's behalf by a contractor or subcontractor; or
 - (iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.
- (e) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.

(2) Any Loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or
- (b) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

However, this paragraph does not apply to liability for damages because of Property Damage that the Covered Person would have in the absence of such request, demand, order or statutory or regulatory requirement, or such Claim or Suit by or on behalf of a governmental authority.

g. Aircraft, Autos or Watercraft

Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft owned, operated by, rented, loaned to, or borrowed by a Covered Person. Use includes operation and Loading or Unloading.

This exclusion applies even if the Claims against a Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by a Covered Person if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft that is owned or operated or rented or loaned to a Covered Person.

This exclusion applies to Bodily Injury or Property Damage arising out of the operation and maintenance of a Named Member owned airport and/or Airport Facilities by a private third party.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises the Named Member owns or rents;
- (2) Any watercraft the Named Member owns or rents, that is less than 26 feet long and is not being used to carry persons or property for a charge;
- (3) Any watercraft less than 26 feet long, which the Named Member does not own or rent, but only while being operated by a Covered Person in the course of his employment by or duties for the Named Member.
- (4) Parking an Auto on, or on the ways next to, premises the Named Member owns or rents, provided the Auto is not owned by or rented or loaned to any Covered Person;
- (5) Liability assumed under any Insured Contract for the ownership, maintenance or use of Aircraft or watercraft, except with respect to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle; or
- (6) Bodily Injury or Property Damage arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of Mobile Equipment.

h. Mobile Equipment

Bodily Injury or Property Damage arising out of:

- (1) The transportation of Mobile Equipment by an Auto owned or operated by or rented or loaned to any Covered Person; or
- (2) The use of Mobile Equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. Nuclear Energy

- (1) Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or,
- (2) The explosion of any weapon employing atomic fission or fusion.

j. War

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

k. Damage to Property

Property Damage to:

- (1) Property the Covered Person owns, rents, or occupies;
- (2) Premises the Covered Person sells, gives away or abandons, if the Property Damage arises out of any part of those premises;
- (3) Property loaned to the Covered Person;
- (4) Personal property in the care, custody or control of a Covered Person;
- (5) That particular part of real property on which the Named Member or any contractors or subcontractors working directly or indirectly on the Named Member's behalf are performing operations, if the Property Damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because Your Work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to Property Damage (other than damage by fire) to premises, including the contents of such premises, rented to the Named Member for a period of 7 or fewer consecutive days. A separate limit of coverage applies to Damage to Premises Rented to the Named Member as described in Section III - Limits of Liability.

Paragraph (2) of this exclusion does not apply if the premises are Your Work and were never occupied, rented or held for rental by the Named Member.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to Property Damage included in the Products-Completed Operations Hazard.

I. Damage to Your Product

Property Damage to Your Product arising out of it or any part of it.

m. Damage to Your Work

Property Damage to Your Work arising out of it or any part of it and included in the Products-Completed Operations Hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Member's behalf by a subcontractor.

n. Damage to Impaired Property or Property Not Physically Injured

Property Damage to Impaired Property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in Your Product or Your Work; or
- (2) A delay or failure by the Named Member or anyone acting on the Named Member's behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to Your Product or Your Work after it has been put to its intended use.

o. Recall of Products, Work or Impaired Property

Damages claimed for any Loss, cost or expense incurred by the Named Member or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) Your Product;
- (2) Your Work; or
- (3) Impaired Property; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal and Advertising Injury

Bodily Injury arising out of Personal and Advertising Injury.

q. Civil Rights Violations

Bodily Injury or Property Damage liability arising out of any Covered Person's actual or alleged violation of another person's state or federal civil rights.

r. Law Enforcement Activities

Bodily Injury or Property Damage arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean any Law Enforcement Activities of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency.

This exclusion does not apply to Claims arising out of the condition of real property or improvements thereon, owned or used by the Named Member for its Law Enforcement Activities. This exclusion also does not apply to Claims arising out of the provision of Medical Services by a Covered Person at a jail or other correctional facility operated by the Named Member, but only if the Covered Person is not a medical doctor or a physician's assistant.

s. Medical Services

Bodily Injury or Property Damage arising out of the rendering or failure to render Medical Services by a private third party including Medical Services administered by a private third party in any:

- (1) Jail or other correction facility owned and/or operated by a private third party:
- (2) Hospital owned and/or operated by a private third party; or
- (3) Nursing home owned and/or operated by a private third party.

For purposes of this exclusion, hospital has the meaning given in Texas Health & Safety Code § 241.003(7).

For purposes of this exclusion, nursing home means a licensed public institution to which Chapter 242, Health and Safety Code, applies.

t. Other Professional Services

Bodily Injury or Property Damage arising out of activities of a Covered Person as an attorney-at-law, architect, engineer or accountant, in the scope of their professional duties as such.

u. Statutory Violations

Bodily Injury or Property Damage arising out of any willful violation of statute, ordinance or regulation committed by or with the knowledge or consent of the Covered Person.

v. Strikes, Riots, Civil Commotions

Bodily Injury or Property Damage arising out of Claims arising out of strikes, riots or civil commotions.

w. Taking, Condemnation or Possession of Property

Bodily Injury or Property Damage arising out of any taking, inverse condemnation or adverse possession of any property.

x. State Responsibility

To any Claim, liability, Loss or Occurrence, for which the State of Texas:

- (1) Has the responsibility to pay or indemnify; or
- (2) Asserts a right to defend; or
- (3) Asserts a right to adjust, handle or settle.

y. Employment-Related Claim

Bodily Injury or Property Damage arising out of any Claim made by anyone related to their employment, termination of employment, application for employment or any employment-related practice, policy, procedure, act, error or omission (such as coercion, demotion, failure to promote, evaluation, reassignment, transfer, discipline, defamation, harassment, humiliation, discrimination, assault, battery, invasion of privacy, malicious prosecution or tort of outrage directed at any person or the failure to provide any person with any benefits of employment, such as retirement, health, life and disability benefits or insurance) even if the injury-causing event occurs before, during or after employment, application for employment or any employment-related practice, policy, procedure, act, error or omission.

z. Cyber Liability and Expense Coverage

(1) This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Cyber Security Event.

(2) For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

(a) Operated by and either owned by or leased to any Named Member or Covered Person; or

(b) Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Cyber Security Event means:

(a) The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible; or

- (b) A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Personal Information means an individual's name in combination with one or more of the following:

- (a) Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- (b) Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- (c) The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- (d) Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY

1. COVERAGE AGREEMENT

- a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Personal and Advertising Injury to which this Coverage B applies. The Pool will have the right and duty to defend the Covered Person against any Suit seeking those damages. However, the Pool will have no duty to defend the Covered Person against any Suit seeking damages for Personal and Advertising Injury to which this coverage does not apply. The Pool may, at the Pool's discretion,

investigate any Occurrence and settle any Claim or Suit that may result.
But:

- (1) The amount the Pool will pay for damages is limited as described in Section III - Limits of Liability; and
- (2) The Pool's right and duty to defend end when the Pool has used up the applicable limit of coverage in the payment of judgments or settlements under Coverages A, B, D, or E or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage F: Supplementary Payments For Coverages A, B, D, and E.

- b. This coverage applies to Personal and Advertising Injury caused by an offense arising out of the Named Member's business but only if the offense was committed in the coverage territory during the coverage period.

2. EXCLUSIONS

This Personal and Advertising Injury Coverage does not apply to:

- a. Personal and Advertising Injury:
 - (1) Caused by or at the direction of the Covered Person with the knowledge that the act would violate the rights of another and would inflict Personal and Advertising Injury;
 - (2) Arising out of oral or written publication of material, if done by or at the direction of the Covered Person with knowledge of its falsity;
 - (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the coverage period;
 - (4) Arising out of a criminal act committed by or at the direction of any Covered Person;
 - (5) For which the Covered Person has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;

- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Member's Advertisement;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Member's Advertisement;
- (8) Arising out of the wrong description of the price of goods, products or services stated in the Named Member's Advertisement;
- (9) To another Covered Person under this Document.
- (10) Committed by a Covered Person whose business is advertising, broadcasting, publishing or telecasting, designing or determining content of websites for others, or an internet search, access content or service provider. However, this exclusion does not apply to Paragraphs 26. a., b. and c. of Personal and Advertising Injury under the Definitions Section

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the Named Member or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

- (11) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time.
- (12) Arising out of a Covered Person's infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- (13) Arising out of an electronic chat room or bulletin board a Covered Person hosts, owns, or over which a Covered Person exercises control.
- (14) Arising out of the unauthorized use of another's name or product in the Named Member's or Covered Person's E-mail address, domain name or metatag.
- (15) Bodily Injury or Property Damage arising out of any Claim made by anyone related to their employment, termination of employment, application for employment or any employment-related practice, policy, procedure, act, error or omission (such as coercion, demotion, failure to promote, evaluation, reassignment, transfer, discipline, defamation, harassment, humiliation, discrimination, assault, battery, invasion of privacy, malicious prosecution or tort of

outrage directed at any person or the failure to provide any person with any benefits of employment, such as retirement, health, life and disability benefits or insurance)

(16) Arising out of a Cyber Security Event as set forth in Section 1 Coverage A, Subsection 2 (z) of this Coverage Document. All of the provisions in Section 1 Coverage A, Subsection 2(z), Cyber Liability and Expense Coverage are applicable to this Personal and Advertising Liability Coverage exclusion.

(17) Arising out of the ownership, maintenance, use or entrustment to others of any Aircraft owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person.

b. Any Loss, cost or expense arising out of any:

(1) Request, demand or order that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or

(2) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

c. Civil Rights Violations

Personal and Advertising Injury liability arising out of any Covered Person's actual or alleged violation of another person's state or federal civil rights.

d. Law Enforcement Activities

Personal and Advertising Injury arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean any Law Enforcement Activities of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency.

e. Professional Services

Personal and Advertising Injury arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician,

or other healthcare professional, in the scope of their professional duties as such.

f. Statutory Violations

Personal and Advertising Injury arising out of any willful violation of statute, ordinance or regulation committed by or with the knowledge or consent of the Covered Person.

g. Strikes, Riots, Civil Commotions

Personal and Advertising Injury arising out of strikes, riots or civil commotions.

h. Taking, Condemnation or Possession of Property

Personal and Advertising Injury arising out of any taking, inverse condemnation or adverse possession of any property.

i. Breach of Contract

Personal and Advertising Injury arising out of a Covered Person's breach of contract. But this exclusion shall not apply to liability that the Covered Person would have in the absence of the contract.

j. Dishonesty

Personal and Advertising Injury arising out of Claims brought about or contributed to by the alleged dishonesty of the Covered Person.

k. State Responsibility

Personal and Advertising Injury arising out of any Claim, liability, Loss or Occurrence, for which the State of Texas:

- (1) Has the responsibility to pay or indemnify; or
- (2) Asserts a right to defend; or
- (3) Asserts a right to adjust, handle or settle.

COVERAGE C: MEDICAL PAYMENTS

1. COVERAGE AGREEMENT

a. The Pool will pay medical expenses as described below for Bodily Injury caused by an Occurrence:

- (1) On premises the Named Member owns or rents;
- (2) On ways next to premises the Named Member owns or rents; or
- (3) Because of the Named Member's operations;

provided that:

- (1) The Occurrence takes place in the coverage territory and during the coverage period;
- (2) The expenses are incurred and reported to the Pool within one year of the date of the Occurrence; and
- (3) The injured person submits to examination, at the Pool's expense, by physicians of the Pool's choice as often as the Pool reasonably requires.

b. The Pool will make these payments regardless of fault. The amount the Pool will pay for these payments is limited as described in Section III - Limits of Liability. The Pool will pay reasonable expenses for:

- (1) First aid administered at the time of an Occurrence;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

c. The Pool's payment of covered medical expenses under this Coverage does not constitute an admission of fault or liability by or on behalf of any Covered Person.

d. No deductible applies.

2. EXCLUSIONS

The Pool will not pay expenses for Bodily Injury:

- a. To any Covered Person except Volunteers.
- b. To a person hired to do work for or on behalf of any Covered Person or a tenant of any Covered Person.
- c. To a person injured on that part of the premises the Named Member owns or rents that the person normally occupies.
- d. To a person, whether or not an Employee of any Covered Person, if benefits for the Bodily Injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while practicing, instructing, or participating in any physical exercises, games, sports or athletic events.
- f. Included within the Products-Completed Operations Hazard.
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- i. For any Claim, liability, Loss or Occurrence, for which the State of Texas:
 - (1) Has the responsibility to pay or indemnify; or
 - (2) Asserts a right to defend; or
 - (3) Asserts a right to adjust handle or settle.

COVERAGE D: EMPLOYEE BENEFITS LIABILITY

1. COVERAGE AGREEMENT

- a. The Pool will pay on behalf of a Covered Person those sums which the Covered Person becomes legally obligated to pay as damages because of Claims made by the Named Member's Employees, former Employees, or the beneficiaries or legal representatives thereof, to which this Employee Benefits Liability coverage applies, because of any Wrongful Act of the Covered Person, or any other person for whose acts the Covered Person is legally liable, in the Administration of the Named Member's Employee Benefits programs.

- b. The Pool will have the right and duty to defend any Suit seeking those damages. However, the Pool will have no duty to defend any Suit seeking damages to which this coverage does not apply. The Pool may, at the Pool's discretion, investigate any Wrongful Act and settle any Claim or Suit that may result, but:
- (1) The Pool's right and duty to defend end when the Pool has used up the applicable limit of liability in the payment of judgments or settlements under Coverages A, B, D, or E or medical expenses under Coverage C.
 - (2) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage F: Supplementary Payments For Coverage A, B, D, and E.
 - (3) The Pool will not settle any Suit without the Named Member's written consent. However, if the Named Member withholds its consent to any settlement recommended by the Pool and elects to contest a Claim or continue the litigation, then the Pool's liability for that Claim will not exceed the amount for which that Claim would have been settled plus defense costs incurred, up to the date the Named Member withheld consent.
- c. This coverage applies only to Claims
- (1) Which are first brought against the Covered Person during the coverage period, and
 - (2) If, at the inception date of this Coverage Document, the Covered Person had no knowledge of and could not have reasonably foreseen any circumstances which might result in a Claim or Suit.
- d. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for herein.
- e. The Coverage F: Supplementary Payments provisions of this General Liability Coverage Document shall also apply to the coverage afforded under this Employee Benefits Liability Coverage.

2. EXCLUSIONS

Employee Benefits Liability Coverage does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;

- b. Bodily Injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- c. Any Claim for failure of performance of contract by any insurer;
- d. Any Claim based upon the Covered Person's failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits;
- e. Any Claim based upon failure of an investment to perform as represented;
- f. Any Claim based upon advice given by a Covered Person to an Employee of the Named Member to participate or not to participate in stock subscription plans.
- g. Any Claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974.
- h. Cyber Liability and Expense Coverage
 - (1) This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Cyber Security Event.
 - (2) For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

 - (a) Operated by and either owned by or leased to any Named Member or Covered Person; or
 - (b) Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Cyber Security Event means:

- (a) The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible; or
- (b) A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Personal Information means an individual's name in combination with one or more of the following:

- (a) Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- (b) Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- (c) The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- (d) Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

- i. Personal and Advertising Injury.
- j. Any insufficiency of funds to meet any obligations under an Employee Benefits plan.

- k. Any liability arising from the termination of an Employee Benefits plan.
- l. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

3. LIMITS OF LIABILITY AND DEDUCTIBLE

- a. The Limits of Liability are inclusive of a Claim against a Named Member for Employee Benefits Liability Coverage. The amount the Pool will pay for damages is limited as described in Section III - Limits of Liability.
- b. Regardless of the number of persons making Claims, or the number of Covered Persons against whom Claims are made, the Limit of Liability stated in Section III Limits of Liability is the most the Pool will pay for all damages incurred on account of all Occurrences during the coverage period.
- c. With respect to the limits of liability under this Employee Benefits Coverage the Pool's obligations to pay amounts and to defend Claims or Suits will only apply in excess of the applicable deductible of \$1,000 unless otherwise stated on the CCD.
- d. All amounts expended by the Pool, or with the Pool's consent, in defending any Claim or Suit (including attorney's fees, expert witness fees, litigation expenses and costs of court), are includable within the deductible amount.

4. DUTIES IN THE EVENT OF A WRONGFUL ACT, CLAIM OR SUIT UNDER THE EMPLOYEE BENEFITS LIABILITY COVERAGE.

- a. The Named Member and any Covered Person involved must notify the Pool as soon as practicable. To the extent possible, notice should include:
 - (1) How, when and where Wrongful Act took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the Wrongful Act.
- b. If a demand is received or Claim or Suit is brought against any Covered Person, the Named Member and the Covered Person involved must:
 - (1) Immediately record the specifics of the demand or Suit and the date received; and

- (2) Notify the Pool as soon as practicable.
- c. The Named Member and any other involved Covered Person must:
- (1) Immediately send the Pool copies of any demands, notices, summonses or legal papers received in connection with the Claim or Suit;
 - (2) Authorize the Pool to obtain records and other information;
 - (3) Cooperate with the Pool in the investigation or settlement of the Claim or defense against the Suit; and
 - (4) Assist the Pool, upon the Pool's request, in the enforcement of any right against any person or organization which may be liable to the Covered Person because of injury or damage to which this coverage may also apply.
- d. No Covered Person will, except at that Covered Person's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Pool's consent.
- e. No Covered Person will, without the Pool's written consent:
- (1) Assume or admit any liability; or
 - (2) Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Document.
- f. In connection with any investigation the Pool may make regarding the applicability of this Employee Benefits Coverage for any Claim or Suit under this Document, or the nature or extent of a Claim or Suit payable under this Document, the Named Member and Covered Person involved agree to provide any relevant Documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

COVERAGE E: GARAGE KEEPER'S LIABILITY COVERAGE

1. COVERAGE

- a. The Pool will pay all sums that a Covered Person becomes legally obligated to pay up to the Pool's Limit of Liability as set forth in this coverage as damages for Loss to an Auto, Auto equipment, or any part of an Auto in the

Named Member's custody or control while the Auto is attended, parked or stored in the Named Member's Garage Operations.

- b. The Pool has the right and duty to defend any Covered Person against a Suit asking for these damages. However, the Pool has no duty to defend a Covered Person against a Suit seeking damages for any Loss to which this coverage does not apply. The Pool may investigate and settle any Claim or Suit as the Pool considers appropriate.
- c. The Pool's right and duty to defend end when the Pool has used up the applicable limit of coverage in the payment of judgments or settlements under Coverages A, B, D, or E or medical expenses under Coverage C.
- d. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B, D, and E.
- e. This coverage applies to a Loss only if:
 - (1) The Loss is caused by an Occurrence that takes place in the coverage territory; and
 - (2) The Loss occurs during the coverage period.

2. SUPPLEMENTARY PAYMENTS

The Coverage F: Supplementary Payments provision of the General Liability Coverage Document shall also apply to the coverage afforded under this Garage Keeper's Legal Liability Coverage.

3. EXCLUSIONS

- a. This Garage Keeper's Legal Liability coverage does not apply to any of the following:
 - (1) Contractual Obligations – Liability resulting from any agreement by which a Covered Person accepts responsibility for Loss.
 - (2) Theft – Loss due to theft or conversion caused in any way by the Named Member or the Named Member's Employees.
 - (3) Defective Parts – Defective parts or materials.
 - (4) Faulty work – Faulty work a Covered Person performs.

- b. The Pool will not pay for Loss to any of the following:
- (1) Sound reproducing equipment unless permanently installed in an Auto.
 - (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - (3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the Auto manufacturer for the installation of a radio.
 - (4) Equipment designed or used for the detection or location of radar.
- c. The Pool will not pay for Loss caused by or resulting from any of the following unless caused by other Loss that is covered.
- (1) Wear and tear, freezing, mechanical or electrical breakdown.
 - (2) Blowouts, punctures or other road damage to tires.
- d. This coverage does not apply to Loss due to theft of an Auto or any portion of an Auto or contents of the Auto:
- (1) When the lot where Autos are located is not protected at all entrances, exits, openings and the entire perimeter by fences, gates, or heavy chains and locks; or
 - (2) When the building where Autos are located is not protected with locked and secured openings.
- e. This coverage does not apply to Loss to an Auto arising out of the ownership, operation, maintenance or use of any Auto in the Named Member's Garage Operations.
- f. This coverage does not apply to Loss to an Auto arising out of any repossession of non-owned Autos.

4. LIMITS OF LIABILITY

Regardless of the number of Autos, Covered Persons, contributions paid, Claims made or Suits brought, the most the Pool will pay at any one location for any one Occurrence is limited as described in Section III - Limits of Liability.

5. DEDUCTIBLE

For each Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$1,000 unless otherwise stated in the CCD.

6. LOSS ADJUSTMENT AND SETTLEMENT

The most the Pool will pay under the provisions of this Garage Keeper's Liability Legal Liability coverage for any one Loss at any one location, regardless of the number of Autos, is the lesser of:

- a. The actual cash value of the damaged Auto at the time of Loss;
- b. The cost of repairing the Auto(s) to the condition that existed before the Loss;
- c. The amount awarded or ordered by settlement agreement or judgment as a result of the Loss; or
- d. The Named Member's Limit of Liability as described in Section III - Limits of Liability .

COVERAGE F: SUPPLEMENTARY PAYMENTS: FOR COVERAGES A, B, D, AND E

1. The Pool will pay, with respect to any Claim the Pool investigates or settles, or any Suit against a Covered Person the Pool defends:
 - a. All expenses the Pool incurs.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. The Pool does not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. The Pool does not have to furnish these bonds.
 - d. All reasonable expenses incurred by the Covered Person at the Pool's request to assist the Pool in the investigation or defense of the Claim or Suit, including actual Loss of earnings up to \$100 a day because of time off from work.
 - e. All costs taxed against the Covered Person in the Suit.

- f. Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Pool has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
- h. Expenses incurred by a Covered Person for first aid to others at the time of an accident, for Bodily Injury to which this Document applies.

These supplementary payments will not reduce the Limits of Liability.

- 2. If the Pool defends a Covered Person against a Suit and an indemnitee of the Covered Person is also named as a party to the Suit, the Pool will defend that indemnitee if all of the following conditions are met:
 - a. The Suit against the indemnitee seeks damages for which the Covered Person has assumed the liability of the indemnitee in a contract or agreement that is an Insured Contract;
 - b. This coverage applies to such liability assumed by the Covered Person;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Covered Person in the same Insured Contract
 - d. The allegations in the Suit and the information the Pool knows about the Occurrence are such that no conflict appears to exist between the interests of the Covered Person and the interests of the indemnitee;
 - e. The indemnitee and the Covered Person ask the Pool to conduct and control the defense of that indemnitee against such Suit and agree that the Pool can assign the same counsel to defend the Covered Person and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with the Pool in the investigation, settlement or defense of the Suit;

- (b) Immediately send the Pool copies of any demands, notices, summonses or legal papers received in connection with the Suit;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with the Pool with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides the Pool with written authorization to:
- (a) Obtain records and other information related to the Suit; and
 - (b) Conduct and control the defense of the indemnitee in such Suit.

So long as the above conditions are met, attorneys' fees incurred by the Pool in the defense of that indemnitee, necessary litigation expenses incurred by the Pool and necessary litigation expenses incurred by the indemnitee at the Pool's request will be paid as supplementary payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for Bodily Injury and Property Damage and will not reduce the Limits of Liability.

The Pool's obligation to defend a Covered Person's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when:

- a. The Pool has used up the applicable limit of coverage in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS A COVERED PERSON

Each of the following is a Covered Person:

1. The Named Member.
2. The Named Member's Officials, Employees and Volunteers, but only for acts within the scope of their employment by the Named Member or while performing duties related to the conduct of the Named Member's business. However, none of these Officials, Employees or Volunteers is a Covered Person for:

- a. Bodily Injury or Personal and Advertising Injury:
 - (1) To the Named Member or another of its Officials, Employees or Volunteers.
 - (2) To the spouse, child, parent, brother or sister of that other Official, Employee or Volunteer, as a consequence of Paragraph a. (1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a. (1) or a. (2) above; or
- b. Property Damage to property:
 - (1) Owned, occupied or used by,
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by, the Named Member or any of its Officials, Employees or Volunteers.
3. Any person or organization having proper temporary custody of the Covered Person's property if the Covered Person dies, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until the Covered Person's legal representative has been appointed.
4. The Covered Person's legal representative if the Covered Person dies, but only with respect to duties as such. That representative will have all the Covered Person's rights and duties under this Coverage Document.
5. With respect to Mobile Equipment registered in the Named Member's name under any motor vehicle registration law, any person is a Covered Person while driving such equipment along a public highway with the Named Member's permission. Any other person or organization responsible for the conduct of such person is also a Covered Person, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is a Covered Person with respect to:
 - a. Bodily Injury to a co-Employee of the person driving the equipment; or

- b. Property Damage to property owned by, rented to, in the charge of or occupied by the Named Member, its Officials, Employees or Volunteers, or the employer of any person who is a Covered Person under this provision.

SECTION III – LIMITS OF LIABILITY

1. The Pool will pay all sums per Occurrence, up to the Pool's Limits of Liability as set forth in the CCD or otherwise stated in this section regardless of the number of Covered Persons, Claims made or Suits brought, or persons or organizations making Claims or bringing Suits, for the following:
 - a. Bodily Injury and Property Damage under Coverage A to which this coverage applies, arising out of an Occurrence.
 - b. Damage to Premises Rented to the Named Member under Coverage A is subject to a limit of \$100,000 for damages because of Property Damage to any one premises while rented to the Named Member, or in the case of damage by fire, while rented to the Named Member or temporarily occupied by the Named Member with permission of the owner.
 - c. Personal and Advertising Injury under Coverage B to which this coverage applies, arising out of an Occurrence.
 - d. The Medical Expense Limit under Coverage C is \$5,000 for all medical expenses because of Bodily Injury sustained by any one person and any payments made under Coverage C will erode the limits as listed on the CCD for Coverage A.
 - e. The Employee Benefits Liability Limit under Coverage D is \$500,000 per coverage period.
 - f. The Garage Keeper's Liability Coverage Limit under Coverage E is \$50,000.
2. The Limits of Liability apply separately to each consecutive annual coverage period and to any remaining period of less than 12 months, starting with the beginning of the coverage period shown in the CCD, unless the coverage period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding coverage period for purposes of determining the Limits of Liability.
3. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD or within this Coverage Document. A covered person, other than the Named Member, has no individual responsibility for paying any portion of the

Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

SECTION IV - GENERAL LIABILITY CONDITIONS

This General Liability Coverage Document and, unless otherwise indicated therein, all other forms and endorsements forming a part of this Coverage Document are subject to the following Conditions:

1. **COVERAGE TERRITORY**

Under this Document, the Pool covers Occurrences occurring within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada;
- e. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a.-d., above; or
- f. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by the Named Member in the territory described in a. above; or
 - (b) The activities of a Covered Person whose home is in the territory described in a. above, but is away for a short time on the Named Member's business; and

- (2) The Covered Person's responsibility to pay damages is determined in a Suit on the merits, in the territory described in a.-d. above or in a settlement the Pool agrees to.

2. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

- a. The Named Member and any Covered Person involved must notify the Pool as soon as practicable of an Occurrence which may result in a Claim. To the extent possible, notice should include:

- (1) How, when and where the Occurrence took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the Occurrence.

- b. If a Claim is made or Suit is brought against any Covered Person, the Named Member and the Covered Person involved must:

- (1) Immediately record the specifics of the Claim or Suit and the date received; and
- (2) Notify the Pool as soon as practicable.

The Named Member must see to it that the Pool receives written notice of the Claim or Suit as soon as practicable.

- c. The Named Member and any other involved Covered Person must:

- (1) Immediately send the Pool copies of any demands, notices, summonses or legal papers received in connection with the Claim or Suit;
- (2) Authorize the Pool to obtain records and other information;
- (3) Cooperate with the Pool in the investigation or settlement of the Claim or defense against the Suit; and
- (4) Assist the Pool, upon the Pool's request, in the enforcement of any right against any person or organization which may be liable to the Covered Person because of injury or damage to which this coverage may also apply.

- d. No Covered Person will, except at that Covered Person's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Pool's consent.
- e. No Covered Person will, without the Pool's written consent:
 - (1) Assume or admit any liability; or
 - (2) Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document.
- f. In connection with any investigation the Pool may make regarding the applicability of this coverage for any Claim or Suit under this Coverage Document, or the nature or extent of a Claim or Suit payable under this Coverage Document, the Named Member and Covered Person involved agree to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

3. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

4. LEGAL ACTION AGAINST THE POOL

- a. No one may bring a legal action against the Pool under this Coverage Document until:
 - (1) There has been full compliance with all the terms of this Coverage Document; and
 - (2) The amount of the Covered Person's liability has been determined by final judgment pursuant to a fully adversarial trial, or by an agreed settlement and release of liability signed by the Pool, the Covered Person and the claimant or the claimant's legal representative.
- b. A person or organization may sue the Pool to recover on such a judgment or agreed settlement, but the Pool will not be liable for damages that are not payable under the terms of this Coverage Document or that are in excess of the applicable limit of liability.

- c. No one has the right under this Coverage Document to bring the Pool into an action to determine a Covered Person's liability.

5. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

- a. A Covered Person's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.
- b. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

6. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Occurrence or Loss to impair them.

7. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

8. CONTRIBUTIONS

- a. All Contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of Contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
- b. The Named Member shall pay promptly all Contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.

- c. The Named Member will be the payee for any return Contributions or other payments the Pool pays.
- d. If during the coverage period, there is a material change in the Named Member's operations, premises owned or other risks or hazards covered by this Coverage Document, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the Contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned Contribution thus computed exceeds the advance Contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

9. CANCELLATION OR NON-RENEWAL

- a. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.
- b. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.
- c. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131
- d. The Pool may cancel or non-renew this Coverage Document:
 - (1) For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
 - (2) If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;
 - (3) For fraud in the obtaining of coverage;

- (4) If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
 - (5) If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
 - (6) If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool;
 - (7) For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- e. If the Pool cancels this Coverage Document for nonpayment of Contributions, such cancellation shall be effective at 12:01 a.m. on the tenth (10th) day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
 - f. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

10. RETAINED CONTRIBUTION PROPORTIONS

- a. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the Contribution.
- b. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the Contribution.

11. CHANGES

This Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may

make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

12. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

13. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the Administration of the Pool.

14. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

- a. Make inspections and surveys at any time;
- b. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and/or facilities;
- c. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

15. OTHER INSURANCE OR COVERAGE

If other valid and collectible insurance or liability coverage is available to the Covered Person for a Loss the Pool covers under Coverages A, B, D, or E of this Coverage Document, the Pool's obligations are limited as follows:

a. Primary Coverage

This coverage is primary except when b. below applies. If this coverage is primary, the Pool's obligations are not affected unless any of the other insurance or coverage is also primary. Then, the Pool will share with all other insurance by the method described in c. below.

b. Excess Coverage

This coverage is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for Your Work;
 - (b) That is Fire insurance for premises rented to the Named Member or temporarily occupied by the Named Member with permission of the owner;
 - (c) That is insurance purchased by the Named Member to cover the Named Member's liability as a tenant for Property Damage to premises rented to the Named Member or temporarily occupied by the Named Member with permission of the owner; or
 - (d) If the Loss arises out of the maintenance or use of Aircraft, Autos or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance or coverage available to the Named Member covering liability for damages arising out of the premises or operations for which the Named Member has been added as an additional insured or Covered Person by attachment of an endorsement.

When this coverage is excess, the Pool will have no duty under Coverages A, B, D, or E to defend the Covered Person against any Suit if

any other insurer has a duty to defend the Covered Person against that Suit. If no other insurer defends, the Pool will undertake to do so, but the Pool will be entitled to the Covered Person's rights against all those other insurers.

When this coverage is excess over other insurance, the Pool will pay only the Pool's share of the amount of the Loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the Loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

The Pool will share the remaining Loss, if any, with any other insurance that is not described in this Excess Coverage provision and was not bought specifically to apply in excess of the Limits of Liability shown in the CCD of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits Contribution by equal shares, the Pool will follow this method also. Under this approach each the Pool and each insurer contributes equal amounts until they have paid their applicable limit of coverage and/ or insurance, or none of the Loss remains, whichever comes first.

If any of the other insurance does not permit Contribution by equal shares, the Pool will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance and coverage of all insurers.

16. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

17. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage Document issued to the Named Member by the Pool apply to the same , Occurrence, Wrongful Act or Loss the aggregate maximum limit of liability under all such coverage

Documents shall not exceed the highest applicable limit of liability under any one coverage Document. This condition does not apply to any coverage Document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

18. SEPARATION OF COVERED PERSONS

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Document to the first Named Member, this coverage applies:

- a. As if each Covered Person were the only Covered Person; and
- b. Separately to each Covered Person against whom Claim is made or Suit is brought.

19. NAMED MEMBER'S REPRESENTATIONS

By acceptance of this Coverage Document, the Named Member agrees that the Named Member's statements in the application for Coverage and renewal documents are the Named Member's agreements and representations, that this Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Named Member and the Pool or any of the Pool's agents relating to this Coverage Document.

20. COMPLIANCE WITH CONDITIONS

If any Covered Person breaches any condition or warranty of this Coverage Document, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Occurrence or action in connection with which such breach occurred.

21. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Document is void in any case of fraud by a Covered Person relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning the risks covered by this Coverage Document.

22. UNINTENTIONAL FAILURE TO DISCLOSE

It is agreed that the Named Member's failure to disclose all hazards existing as of the inception date of this Coverage Document shall not prejudice a Covered

Person with respect to the coverage afforded by this Coverage Document, if such failure or omission was not intentional.

23. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

- a. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member. Claims Expenses shall not be deducted from the Limits of Liability.
- b. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.
- c. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
- d. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on

behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

- e. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
- f. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust the Limits of Liability shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.

SECTION V – DEFINITIONS

- 1. **Administration** means:
 - a. Giving counsel to Employees with respect to the Named Member's Employee Benefits programs;
 - b. Interpreting the Named Member's Employee Benefits programs;
 - c. Handling of records in connection with the Named Member's Employee Benefits programs; or
 - d. Effecting enrollment, termination or cancellation of Employees under the Named Member's Employee Benefits programs; provided that all such acts of the Covered Person are authorized by the Named Member
- 2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the Named Member's goods, products or services for the purpose of attracting customers or supporters.

3. **Aircraft** means any machine capable of flight, including but not limited to an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
4. **Airport Facilities** means any and all airport property including buildings and facilities for passengers and for maintenance of Aircraft.
5. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But Auto does not include Mobile Equipment
6. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
7. **Claim** means with respect to Coverages A, B, C, E and F, a demand against a Covered Person for money or services and with respect to Coverage D, any of the following that arise out of the Administration of the Named Member's Employee Benefits programs:
 - a. A demand against a Covered Person for money or services, or
 - b. the filing of a Suit or the initiation of an arbitration proceeding, naming a Covered Person, and seeking damages for any actual or alleged negligent act, negligent error, or negligent omission. More than one Claim that arises out of the same act, error, or omission, or the same series of acts, errors, or omissions, will be considered a single Claim and will be included within the earliest Claim that arose out of that act, error, or omission, or series of acts, errors, or omissions.
8. **Claims Expenses** means:
 - a. Fees incurred by the Pool for an attorney designated by the Pool;
 - b. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
 - c. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool.
9. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.

10. **Contribution & Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
11. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements.
12. **Covered Person** means any person or organization qualifying as a Covered Person in Section II – Who Is A Covered Person.
13. **Employee** means:
- a. An officer of a Named Member;
 - b. Any natural person while in the Named Member's service:
 - (1) While providing services on a full time, part time or temporary basis; or
 - (2) Whom the Named Member compensates directly by salary, wages or commissions; and
 - (3) Whom the Named Member has the right to direct and control while performing services for the Named Member; or
 - c. Leased Workers
14. **Employee Benefits** means group life insurance, group health insurance, profit sharing plans, pension plans, Employee stock subscription plans, Employee travel, vacation or savings plans, workers' compensation, unemployment insurance, social security and disability benefits insurance.
15. **Garage Operations** means the ownership, maintenance or use of locations for parked or stored Autos not owned by the Named Member which have been confiscated or impounded by the Named Member.
16. **Hostile Fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
17. **Impaired Property** means tangible property, other than Your Product or Your Work, that cannot be used or is less useful because:
- a. It incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. the Named Member has failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of Your Product or Your Work; or
 - (2) The Named Member's fulfilling the terms of the contract or agreement.

18. **Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Named Member or temporarily occupied by the Named Member with permission of the owner is not an Insured Contract;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Member's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Member assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for Bodily Injury or Property Damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the Covered Person, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Covered Person's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
19. **Leased Worker** means a person leased to the Named Member by a labor leasing firm under an agreement between the Named Member and the labor leasing firm, to perform duties related to the conduct of the Named Member's business.
20. **Loading or Unloading** means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an Aircraft, watercraft or Auto;
 - b. While it is in or on an Aircraft, watercraft or Auto; or
 - c. While it is being moved from an Aircraft, watercraft or Auto to the place where it is finally delivered; but Loading or Unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the Aircraft, watercraft or Auto.
21. **Loss** means direct and accidental Loss or damage. For Garage keeper's Coverage only, Loss also includes any resulting loss of use.
22. **Medical Services** means:
- a. Any medical, surgical, psychiatric, psychological, dental, x-ray, nursing, therapeutic, emergency medical, or other similar services or treatments;
 - b. The prescription, dispensation or furnishing of food, beverages, drugs, therapies, or medical, dental or surgical supplies, equipment or appliances in connection therewith; or
 - c. Actions by administrative personnel, involving the hiring, credentialing, training, scheduling, discipline, firing or other supervision of persons rendering Medical Services, as described in 21. (a) and 21. (b), above

23. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes but is not limited to the following:
- a. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises the Named Member owns or rents. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or leased by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member.
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:
 - (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 24. **Named Member** means a county or other political subdivision so designated in the CCD.
- 25. **Occurrence** means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions.
- 26. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.
- 27. **Personal and Advertising Injury** means injury, including consequential Bodily Injury, arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in the Named Member's Advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in the Named Member's Advertisement.

28. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

29. **Products-Completed Operations Hazard:**

a. Includes all Bodily Injury and Property Damage occurring away from premises the Named Member owns or rents and arising out of Your Product or Your Work except:

- (1) Products that are still in the Named Member's physical possession; or
- (2) Work that has not yet been completed or abandoned. However, Your Work will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in the Named Member's contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if the Named Member's contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include Bodily Injury or Property Damage arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Member, and that condition was created by the Loading or Unloading of that vehicle by any Covered Person;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the CCD or in a schedule, states that products-completed operations are subject to the General Aggregate Limit.

30. **Property Damage** means:
- a. Physical injury to tangible property owned by the Named Member, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.
31. **Suit** means a civil proceeding in which damages because of Bodily Injury, Property Damage or Personal and Advertising Injury to which this coverage applies are alleged. Suit includes:
- a. An arbitration proceeding in which such damages are claimed and to which the Covered Person must submit or does submit with the Pool consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Covered Person submits with the Pool's consent.
32. **Temporary Worker** means a person hired by the Named Member as an Employee to substitute for a permanent Employee on leave or to meet seasonal or short-term workload conditions.
33. **Volunteer** means a person who is neither an Official nor an Employee of the Named Member, but who is performing some act or service on behalf of the Named Member, at the Named Member's request, within the scope of that request, and in furtherance of the Named Member's business. Volunteer does not include independent contractors.
34. **Your Product** means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) The Named Member;
 - (2) Others trading under the Named Member's name; or
 - (3) A person or organization whose business or assets the Named Member has acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Product; and
- b. The providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

35. **Your Work** means:

- a. Work or operations performed by the Named Member or on the Named Member's behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Work; and
- b. The providing of or failure to provide warnings or instructions.

36. **Wrongful Act** means any negligent act, negligent error or negligent omission by a Covered Person in the Administration of the Named Member's Employee Benefits programs, but only if the Covered Person was acting within the scope of authority granted by the Named Member.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

***LAW ENFORCEMENT LIABILITY
COVERAGES DOCUMENT***

LAW ENFORCEMENT LIABILITY COVERAGE

**THIS IS A CLAIMS MADE COVERAGE DOCUMENT.
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.**

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to PART II-DEFINITIONS

PART I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the Application and any Renewal Application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury;
Bodily Injury;
Property Damage; or
Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;
2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);
3. The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider;
4. The Member does not have insurance or coverage for the error, omission, or negligent act through any other contract or policy of insurance or coverage, including any other coverage provided by the Pool; and
5. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, including Sections I.B.4 and I.B.5, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member. Claims Expenses shall not be deducted from the Limits of Liability.
2. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered

and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

3. a. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
4. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
5. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust either the Limits of Liability or the Aggregate shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.
6. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any Claims made

against Member after the exhaustion of the Aggregate; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims or Claims.

7. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud or dishonesty or malicious or criminal act Claim against a Member that is excluded under Section IV.A.2; provided, however, that the Pool's obligation is limited to \$50,000 per Claim and \$100,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision. The Pool has no duty to indemnify any Member for sums the Member becomes legally obligated to pay as Damages. All Claims against a Member subject to Section IV.A.2 for Damages arising from any fraud or dishonesty or malicious or criminal act of any Member are specifically excluded from coverage.

PART II - DEFINITIONS

- A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
- B. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.
- D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.
- E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

- F. **Claims Expenses** means:
 1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool; and
4. Expenses incurred where the Pool, in accordance with Section I.B.3.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

G. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

H. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

I. **Coverage Document Period** means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

J. **Damages** means actual and compensatory money Damages only, arising out of an error, omission or negligent act of Member, and does not include;

1. Penalties, fines, restitution of any kind or sanctions;
2. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document.

- K. **Effective Date** means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- L. **Law Enforcement Activity** means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each Law Enforcement Department or Agency set forth in the CCD.
- M. **Limits of Liability** the Limits of Liability of the Pool for payment of Damages shall be the applicable Limit shown in the CCD under Limits of Liability.
- N. **Member** means only the following:
1. The Named Member;
 2. Each Law Enforcement Department or Agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;
 3. The individual law enforcement officers or other employees or volunteers of each Law Enforcement Department or Agency set forth in the CCD as are regularly employed or officially engaged in Law Enforcement Activities for the Department or Agency.
 4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:
 - a. The Law Enforcement Departments or Agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or
 - b. Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of Law Enforcement Departments or Agencies named in the CCD.
 5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.
- O. **Named Member** means a county or other political subdivision so designated in the CCD.

- P. **Notice of Claim** means one of the following, whichever occurs first:
1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or
 2. The Member obtains or receives knowledge or reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.
- Q. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Part VI of this Coverage Document.
- R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.
- S. **Personal Injury** means:
1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;
 2. Wrongful or improper service of process; and
 3. Libel, slander, defamation of character, or violation of an individual's right of privacy.
- T. **Pool** means the Texas Association of Counties Risk Management Pool.
- U. **Property Damage** means:
1. Physical injury to or destruction of tangible property, including the loss of use; or
 2. Loss of use of tangible property which has not been physically injured or destroyed;
- excluding effects on any real or personal property, whether direct or indirect or consequential, which do not constitute physical injury, destruction or loss of use of property.

PART III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

Regardless of the number of:

1. Members involved in a Claim,
2. Persons or entities who sustain Damages, or
3. Claims made,

exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

Claims based on or arising out of the same or related acts, errors, omissions or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.

The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in, Limits of Liability, of the CCD.

Tender by the Pool of an amount that would exhaust either the Limits of Liability for any Claim or the Aggregate Limits of Liability applicable to all Claims to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim or Claims.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability , which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.2.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. Punitive Damages. The Limits of Liability are inclusive of a Claim against a Member for punitive or exemplary damages, subject to a sublimit not to exceed \$1,000,000 per Claim and the Aggregate Limits of Liability.
2. Defense Costs. The Limits of Liability are inclusive of defense costs for a Claim based on fraud or dishonesty or malicious or criminal acts or omissions subject to a sublimit not to exceed \$50,000 per Claim and a \$100,000 annual Aggregate Limit of Liability.

PART IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.
2. Fraud or dishonesty or any malicious or criminal act of any Member, except that the Pool will provide a defense under the terms of this Coverage Document for the Named Member and any Member performing a Law Enforcement Activity in any Claim or lawsuit arising or resulting from fraud or dishonesty or any malicious or criminal act of any Member, other than a Claim against a Member which seeks to impose personal liability on the Member for actions he or she takes under color of state law.

This limited duty to defend is the Pool's sole obligation under this provision. The Pool has no duty to indemnify any Member for sums a Member becomes legally obligated to pay as Damages. All Claims against a Member for Damages arising from any malicious or criminal acts or omissions of any Member are specifically excluded from coverage.

3. Unfair, discriminatory or unlawful practices relating to employment or to applicants for employment, trainees or volunteers; any errors, omissions or negligent acts relating to employment, including the processes of hiring and firing and the provision of wages and benefits; any work-related Bodily Injury of a Member for which a Claim for Workers' Compensation could be made.
4. Continuous or repeated exposure to the same or similar conditions in which any exposure existed or happened before the Coverage Document Period or the retroactive date set forth in the CCD, if any.
5. Any interference with or violation of property rights or a reduction or loss in the value of real or personal property other than Property Damage; inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; or the intentional, negligent or accidental discharge, disbursement, release or escape of pollutants, or potential pollutants including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor to demands or actions arising from any governmental direction or request that the Member test

for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants. Except that tear gas, mace or similar substances are not considered pollutants or potential pollutants when used or handled in the performance of a Law Enforcement Activity.

6. Any premise defect on the real property of Member or on real property under the control of Member.
7. The performance or non-performance of judicial acts or judicial duties; nor to the performance or non-performance of prosecutorial acts or prosecutorial duties.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement whether written, oral, or implied. This exclusion does not apply to Claims brought against a Member that are otherwise covered under this Coverage Document that arise from the Law Enforcement Activities of an employee of the Named Member pursuant to a mutual law enforcement assistance agreement, so long as the employee has been assigned to perform the activities as part of his or her employment with the Named Member.

For the purposes of this section, **Employee** means an individual who: (1) is deputized or appointed by either the governing body or an elected official of the Named Member; (2) is paid a salary by the Named Member; and (3) is entitled to receive as compensation from the Named Member the same benefits afforded to other employees of the Named Member. This section does not provide coverage to any individual who is not an employee of the Named Member as defined in this section.

This Coverage Document does not provide coverage to any entity other than the Named Member. Coverage is not provided for any entity that is created by a mutual law enforcement assistance agreement to which the Named Member is a party. Coverage is not provided to any other entity that enters into a mutual law enforcement assistance agreement with the Named Member. The terms of a mutual law enforcement assistance agreement do not become a part of this Coverage Document.

2. Any act, service, or duty for which an individual Member is being compensated or otherwise engaged other than by a Law Enforcement Department or Agency or other Agency named in the CCD. Except that a Claim arising out of performance of a Law Enforcement Activity performed by Member during a period of time for which the Member receives compensation from other than Named Member is not excluded if: (a) performance of the Law Enforcement Activity is undertaken on behalf of the Named Member; and (b) the Law Enforcement Activity and compensation are authorized by Named Member;

3. Any Claim for the return of money or other property seized, held, auctioned or sold by Member, including any forfeited money or other property or for the value of the money or other property;
4. Demands or actions seeking equitable relief, or redress in any form other than money Damages; actions or demands for costs, charges, attorney's fees or other fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money Damages; or any investigatory, administrative, disciplinary, or criminal proceeding against a Member;
5. Any Claim by or through any Member against another Member, either individually or collectively; any Claim by any public official on behalf of a Member against any Member; any Claim by any public official or any governmental department or agency against any Member; any Claim by a volunteer engaged in activities for any Member against any Member; or any Claim which alleges or involves Property Damage to property of any Member or to property of any employee, Official, agent or Volunteer of the Member arising out of or in the course of activity with or employment by the Member, including loss of use of property. For the purpose of this exclusion, the term Member includes an individual who was a Member at the time the Claim arose.
6. Any medical malpractice Claim, including a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

C. CYBER LIABILITY AND EXPENSE COVERAGE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Cyber Security Event.
2. For purposes of this exclusion the following definitions apply:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Member; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Cyber Security Event means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Personal Information means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

PART V – CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member materially breaches any warranty or materially fails to satisfy any condition of this Coverage Document, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER.

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and for determining whether the Claim or Damages are covered under this Coverage Document.
2. The Member shall not, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any liabilities admitted, assumed or settled, defenses waived or any payments made, or expenses, including legal expenses, incurred by Member, without prior written consent of the Pool, shall be the sole obligation of the Member.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.
4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims.
5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
2. Immediately upon receipt of a Claim or Notice of Claim by Member, and during the Coverage Document Period, provide the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;
4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

G. ACTION AGAINST THE POOL.

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally established either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal has expired without an appeal having been taken; or (b) by written agreement of the Member, the Claimant and the Pool.
2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.
3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

H. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

I. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

- a. For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
- b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;
- c. For fraud in the obtaining of coverage;
- d. If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
- e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
- f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
- g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

J. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

K. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability or Aggregate, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

L. CHANGES

This Coverage Document, the CCD, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

M. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

N. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

O. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

P. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

Q. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

R. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing.

S. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

T. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

U. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

V. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

PART VI - EXTENDED REPORTING PERIODS

If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the Claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any error, omission or negligent act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

An increase in contribution or deductible, or reduction in Limits of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Reporting Period.

The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

- A. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;
- B. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

LAW ENFORCEMENT LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

PART II – DEFINITIONS, Section N, Member, is amended to read:

N. Member - means only the following:

1. The Named Member;
2. Each Law Enforcement Department or Agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;
3. The individual law enforcement officers or other employees or volunteers of each Law Enforcement Department or Agency set forth in the CCD as are regularly employed or officially engaged in Law Enforcement Activities for the Department or Agency.
4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, except as provided in Subsection 6 below, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:
 - a) the Law Enforcement Departments or Agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or
 - b) public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of Law Enforcement Departments or Agencies named in the CCD.
5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.
6. A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

PART V - CONDITIONS is amended to add:

S. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
2. pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

SAMPLE



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

***PUBLIC OFFICIALS LIABILITY
COVERAGE DOCUMENT***

**PUBLIC OFFICIALS
LIABILITY COVERAGE**

**THIS IS A CLAIMS MADE COVERAGE DOCUMENT.
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.**

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Member to purchase coverage against liability Claims. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets.

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to PART II-DEFINITIONS

PART I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by Member in the Application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses solely by reason of any Wrongful Act stated in a Claim.

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);
3. The Wrongful Act for which Claim is made happened during the Coverage Document Period or on or after the retroactive date set forth in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider;
4. The Member does not have insurance or coverage for a Wrongful Act through any other contract or policy of insurance or coverage, including any other coverages provided by the Pool; and
5. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any Wrongful Act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, including sections I.B.4 and I.B.5, the Pool has the right and duty to defend any Claim against the Member alleging a Wrongful Act and seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member. Claims Expenses shall not be deducted from the Limits of Liability.
2. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and

relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

3. a. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
 - b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
4. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
5. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust either the Limits of Liability or the Aggregate shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.
6. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any Claim or Claims made against the Member after the exhaustion of the Aggregate; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claim or Claims.

7. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a constitutional or statutory takings Claim that is excluded from coverage under section IV.A.6; provided, however, that the Pool's obligation is limited to \$50,000 per Claim and \$50,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision. The Pool has no duty to indemnify any Member for sums Member becomes legally obligated to pay as Damages. All Claims against a Member for Damages subject to section IV.A.6 are specifically excluded from coverage.
8. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a malicious or criminal acts or omissions Claim against a Member that is excluded under Section IV.A.7; provided, however, that the Pool's obligation is limited to \$50,000 per Claim and \$100,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision. The Pool has no duty to indemnify any Member for sums Member becomes legally obligated to pay as Damages. All Claims against a Member subject to section IV.A.7 for Damages arising from any malicious or criminal acts or omissions of any Member are specifically excluded from coverage.

PART II - DEFINITIONS

- A. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- B. **Claim** means a written demand received by the Member specifically for money Damages, including punitive or exemplary damages and back wages, against the Member, but does not include:
 1. Any demand or suit based upon a Wrongful Act performed while Member was engaged in any activity for which Member received compensation from any source other than the Named Member or was engaged other than by and through the specific authority of the Named Member;
 2. Any demand or suit arising out of a contractual obligation or the breach of a contract, including constructive and implied contracts and demands or suits under a theory of quantum meruit or under any theory of estoppel.

Claims based on or arising out of the same Wrongful Act or interrelated Wrongful Acts, involving one or more of the Members, shall be considered a single Claim, and

a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

C. Claims Expenses means:

1. Fees incurred by the Pool for an attorney designated by the Pool;
2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool; and
4. Expenses incurred where the Pool, in accordance with section I B.3.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

D. Contribution and Coverage Declarations (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

E. Coverage Document means this agreement between the Pool and Member, including any endorsements.

F. Coverage Document Period means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

G. Damages means actual and compensatory money damages only, arising out of Wrongful Act of Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, any similar types of damages, or restitution of any kind for any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent or volunteer of the Member arising out of activity with or employment by Member, including loss of use of property;
 3. any damages resulting from property seized, held, auctioned or sold by Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;
 4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of Member;
 5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.
- H. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- I. **Limits of Liability** the Limits of Liability of the Pool for payment of Damages shall be the applicable Limit shown in the CCD under Limits of Liability.
- J. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

The district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

- K. **Named Member** means a county or other political subdivision so designated in the CCD.
- L. **Notice of Claim** means one of the following, whichever occurs first:
1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or
 2. The Member obtains or receives knowledge or reason to believe that any Wrongful Act may reasonably be expected to result in a Claim.
- M. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.
- N. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Part VII of this Coverage Document.
- O. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.
- P. **Pool** means the Texas Association of Counties Risk Management Pool.
- Q. **Wrongful Act** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance or nonfeasance by the Member, or Members in their Official Capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an Official Capacity.

PART III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

Regardless of the number of:

1. Members involved in a Claim,
2. Persons or entities who sustain Damages, or
3. Claims made,

Exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

Claims based on or arising out of the same or related acts, omissions or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in, Limits of Liability, of the CCD.

Tender by the Pool of an amount that would exhaust either the Limits of Liability for any Claim or the Aggregate Limits of Liability applicable to all Claims to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claim Expenses with regard to any Claim or Claims.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;
2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability thereon, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under section I.B.3.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. County or District Clerk. The Aggregate Limit of Liability is exclusive of a Claim against the county clerk or a deputy county clerk and the district clerk or a deputy district clerk for liability incurred through errors or omissions in the performance of their official duties. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the county clerk or a deputy county clerk shall not exceed \$1,000,000. The Limit of Liability for a Claim for liability incurred through errors or omissions in the

performance of their official duties against the district clerk or a deputy district clerk shall not exceed \$1,000,000. These Limits of Liability are provided in addition to and are distinct from the Limits of Liability provided under this Coverage Document.

2. Back Wages. The Limits of Liability are inclusive of a Claim against a Member for back wages subject to a sublimit not to exceed \$50,000 per Claim and a \$100,000 annual Aggregate Limit of Liability.
3. Prosecutor. The Limits of Liability are inclusive of a Claim against the county attorney, an assistant county attorney, an assistant district attorney, or other employee of the county attorney or district attorney for malicious prosecution subject to a sublimit not to exceed \$500,000 per Claim and a \$1,000,000 annual Aggregate Limit of Liability.
4. Punitive Damages. The Limits of Liability are inclusive of a Claim against a Member for punitive or exemplary damages subject to a sublimit not to exceed \$1,000,000 per Claim and the Aggregate Limits of Liability.
5. Defense Costs. The Limits of Liability are inclusive of defense costs for a statutory or constitutional takings Claim up to a sublimit of \$50,000 per Claim and a \$50,000 annual Aggregate Limit of Liability. The Limits of Liability are inclusive of defense costs for a Claim based on malicious or criminal acts or omissions subject to a sublimit not to exceed \$50,000 per Claim and a \$100,000 annual Aggregate Limit of Liability.

PART IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. Fraud, dishonesty or bad faith of any Member, except as an element of a Claim of malicious prosecution; and except that Members shall be defended, under the terms of this Coverage Document, as to any claims upon which suit may be brought against them by reason of any alleged fraud or dishonesty or bad faith on the part of any Member, unless a judgment or other final adjudication adverse to the Member shall establish that acts of dishonesty or fraud committed by the Member were material to the cause of action so adjudicated.
2. Bodily Injury, sickness, assault or battery, disease or death of any person.
3. Physical injury to property or loss of use of property.

4. False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.
5. Any acts, services or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department or agency of the Named Member including budgeting for law enforcement, except as an element of: (1) a Claim of malicious prosecution; or (2) a Claim arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member.
6. Inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; nor the intentional, negligent or accidental discharge, disbursement, release or escape of pollutants, or potential pollutants, including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants.
7. Malicious or criminal acts or omissions of any Member, except as an element of a Claim of malicious prosecution; and except that the Pool will provide a defense under the terms of this Coverage Document, for the Named Member and any Member sued in his or her Official Capacity only, in any Claim or lawsuit arising or resulting from a malicious or criminal act or omission by a Member.

This limited duty to defend is the Pool's sole obligation under this provision. The Pool has no duty to indemnify any Member for sums Member becomes legally obligated to pay as Damages. All Claims against a Member for Damages arising from any malicious or criminal acts or omissions of any Member are specifically excluded from coverage.

8. Acts or omissions relating to Member's fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.
9. Continuous or repeated exposure to the same or similar conditions in which any exposure or condition existed or happened before the Coverage Document Period or the retroactive date set forth on the CCD, if any.
10. Laboratory testing or medical malpractice. For the purpose of this exclusion a medical malpractice Claim includes a health care liability Claim as defined in

Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

11. A regulatory act or similar act by a Member that restricts limits or prohibits a person or entity's right to: 1) use property owned by the person or entity; or 2) to pursue a certain business.
12. Preparation of bid specifications, failure to supply governmental services, and strikes, riots or civil commotion.
13. The failure to pay: a) any bond, including interest on any bond; or b) any debt, financial guarantee or debenture.
14. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any aircraft and any policies, practices, customs, usages or procedures related to the above. For the purposes of this exclusion "aircraft" means any machine capable of flight, including an airplane, helicopter, glider, balloon, or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim by or through any Member against another Member, either individually or collectively, nor to any Claim by any public official on behalf of a Member against any Member; nor to any Claim by a volunteer engaged in activities for any Member against any Member; however, this exclusion shall not apply to Claims arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member, nor to any Claim brought against a county clerk or deputy county clerk, or district clerk or deputy district clerk for liability incurred through errors and omissions in the performance of their official duties. For the purpose of this exclusion, the term Member includes an individual that was a Member at the time the Claim arose.
2. Demands or actions seeking equitable relief, or redress in any form other than money Damages; nor to any action, suit or proceeding seeking relief or redress in any form other than money Damages; nor to any investigatory, administrative, disciplinary, or criminal proceeding against a Member.
3. Demands or actions related to a Claim resulting from the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic information or a violation or failure of the security of the Named Member's Computer System, except as provided in Part V, Cyber Liability and Expense Coverage.

PART V – CYBER LIABILITY AND EXPENSE COVERAGE

Terms and definitions below may vary from the terms and definitions set forth in Parts I and II. To the extent terms and definitions between Parts I and II and this Part V conflict, for purposes of a Cyber Security Event, the terms and definitions under Part V control. Coverage under this Part is only available for a Cyber Security Event occurring on or after the Retroactive Date.

A. CYBER LIABILITY AND EXPENSE COVERAGE AGREEMENT

1. Third-Party Liability

- a. The Pool will pay those sums a Member becomes legally obligated to pay as Damages because of a Cyber Security Event. The Pool will have the right and duty to defend the Member against any Suit seeking such Damages. However, the Pool will have no duty to defend any Member against any Suit seeking Damages to which this coverage does not apply. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- i. The amount the Pool will pay for Damages and Claim Expenses is limited as described in Part V., Section D; and
 - ii. The right and duty of the Pool to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, Regulatory Penalties, Claim Expenses and Privacy Response Expenses.
- b. This coverage applies only if:
 - i. The Cyber Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period;
 - ii. A Claim for Damages because of the Cyber Security Event is first made against the Member during the Coverage Period or any Extended Reporting Period provided under Part VII; and
 - iii. The Member gives written notice of the Claim to the Pool in accordance with Section E.
 - c. A Claim seeking Damages will be deemed to have been made when notice of the Claim is received by any Member or by the Pool, whichever occurs first.

2. Privacy Response Expenses

- a. The Pool will pay for Privacy Response Expenses incurred by the Member in connection with a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section D.

- b. This coverage applies only if:
 - i. The Cyber Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period; and
 - ii. The Member gives written notice of the Cyber Security Event to the Pool in accordance with Section E.

3. Regulatory Proceedings and Penalties

- a. The Pool will pay for Regulatory Penalties the Member becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Cyber Security Event. The Pool will have the right and duty to defend the Member against any Regulatory Proceeding to which this coverage applies. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- i. The amount the Pool will pay for Regulatory Penalties and Claim Expenses resulting from a Regulatory Proceeding is limited as described in Section D; and
 - ii. The duty of the Pool to defend a Regulatory Proceeding ends when the applicable limit of liability is exhausted.
- b. This coverage applies only if:
 - i. The Cyber Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period;
 - ii. A Regulatory Proceeding because of the Cyber Security Event is initiated against the Member during the Coverage Period or any Extended Reporting Period Provided under Part VII; and

- iii. The Member gives written notice of the Regulatory Proceeding to the Pool in accordance with Section E.
- c. A Regulatory Proceeding will be deemed to have been initiated when notice of the Regulatory Proceeding is received by the Member or by the Pool, whichever occurs first.

B. DEFINITIONS

The following definitions apply to this coverage:

1. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.
2. **Claim** means any demand for money Damages, Suit for Damages or Regulatory Proceeding resulting from a Cyber Security Event. All Claims because of a single Cyber Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Member, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Period or any Extended Reporting Period provided under Part VII.
3. **Claim Expenses** means:
 - a. Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Member with the Pool's prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;
 - b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Member with the Pool's prior consent; and
 - c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

- a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and defense of any Claim; or
 - b. Privacy Response Expenses.
4. **Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
- a. Operated by and either owned by or leased to the Member; or
 - b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.
5. **Cyber Security Event** means:
- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible; or
 - b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any Cyber Security Event that is continuous or part of a series of repeated or related Cyber Security Events will be considered to be a single Cyber Security Event and will be considered to have commenced when the first such Cyber Security Event commenced regardless of:

- a. The number of individuals or entities engaged in such Cyber Security Events;
 - b. The number of individuals or entities affected by such Cyber Security Events;
 - c. The number of locations where such Cyber Security Events occurred; or
 - d. The number of such Cyber Security Events occurring or period of time over which they occur, even if subsequent Cyber Security Events take place after the Coverage Period.
6. **Personal Information** means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual’s Social Security number, driver’s license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual’s financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

7. **Privacy Response Expenses** means the following reasonable and necessary costs incurred by the Member within one year of the discovery of a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible:
 - a. For the services of a computer security expert designated by the Pool to determine the scope and cause of a Cyber Security Event and the extent to which Personal Information was disclosed to or accessed by unauthorized persons;
 - b. For the services of consultants or attorneys designated by the Pool to determine the Member’s obligations, if any, under applicable law to give notice to affected individuals;
 - c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;

- d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Member elects to provide such services; and
- e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Member's reputation as a result of the Cyber Security Event;

Provided, however, Privacy Response Expenses do not include:

- a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and response to any Cyber Security Event; or
 - b. Claim Expenses.
8. **Property Damage** means physical injury to tangible property, including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include information or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.
9. **Regulatory Penalties** means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Member to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Member is legally obligated to deposit in a fund as equitable relief for the payment of consumer Claims due to an adverse judgment or settlement of a Regulatory Proceeding.
10. **Regulatory Proceeding** means a civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity's regulatory or Official Capacity.
11. **Retroactive Date** means May 1, 2015 or a later date, if any, shown on the CCD.
12. **Suit** means a civil proceeding arising out of a Cyber Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Member must submit or does submit with the consent of the Pool.

C. DEDUCTIBLE

For each Cyber Security Event, the Pool will pay only such amounts as are in excess of the deductible amount shown in the CCD.

D. LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

1. The Limits of Liability stated below establish the most the Pool will pay regardless of the number of Cyber Security Events, Members, Claims made, Suits or Regulatory Proceedings brought or individuals or entities making Claims or bringing Suits or Regulatory Proceedings. The Limits of Liability and sublimits stated below are provided in addition to and are distinct from the Limits of Liability and sublimits provided under Part III of this Coverage Document.
2. The following general Aggregate limit applies: The Pool will pay no more than \$1,000,000, less applicable deductible amounts, for the sum of the following:
 - a. All Damages and Claim Expenses covered under Part V. Section A.1;
 - b. All Privacy Response Expenses covered under Part V. Section A.2; and
 - c. All Regulatory Penalties and Claim Expenses covered under Part V. Section A.3.
3. The following per Cyber Security Event limit applies: Subject to the general Aggregate limit specified in Part V. Section D.2, for any one Cyber Security Event, the Pool will pay no more than \$1,000,000, less the applicable deductible amount, for the sum of the following:
 - a. All Damages and Claim Expenses covered under Part V. Section A.1;
 - b. All Privacy Response Expenses covered under Part V. Section A.2; and
 - c. All Regulatory Penalties and Claim Expenses covered under Part V. Section A.3.

This Cyber Security Event limit is within the general Aggregate limit specified in Part V. Section D.2. and does not add to that limit.

4. The following sublimit applies: Subject to the general Aggregate and per Cyber Security Event limits specified in Part V. Sections D.2 and D.3, the Pool will pay no more than \$500,000 in Aggregate, less applicable deductible amounts, for

all Privacy Response Expenses covered under Part V. Section A.2. This sublimit is within the general Aggregate and per Cyber Security Event limits set forth in Part V. Sections D.2 and D.3 and does not add to those limits.

5. Subject to the general Aggregate and per Cyber Security Event limits specified in Sections D.2 and D.3, the Pool will pay no more than \$250,000 in Aggregate, less applicable deductible amounts, for all Regulatory Penalties and Claims Expenses covered under Part V. Section A.3.

This sublimit is within the general Aggregate and per Cyber Security Event limits set forth in Part V. Sections D.2 and D.3 and do not add to those limits.

E. NOTICE TO THE POOL

1. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Claim made against the Member as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Part VII.
2. If during the Coverage Period, any Member becomes aware of a Cyber Security Event that may reasonably be expected to give rise to a Claim against any Member or Privacy Response Expenses, the Member must give written notice to the Pool of such Cyber Security Event as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period provided under Part VII. Notice must include:
 - a. A specific description of the Cyber Security Event, including all relevant dates;
 - b. The names of persons involved in the Cyber Security Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
 - c. The specific reasons for anticipating that a Claim may result from such Cyber Security Event;
 - d. The specific nature of the alleged or potential Damages arising from such Cyber Security Event; and
 - e. The specific circumstances by which the Member first became aware of the Cyber Security Event.

Any Claim subsequently made against any Member arising out of such Cyber Security Event shall be deemed to be a Claim made during the Coverage Period in which the Cyber Security Event was first reported to the Pool.

F. EXCLUSIONS

The following exclusions apply to this Cyber Security and Expense coverage in addition to all exclusions set forth in Part IV of this Coverage Document.

This coverage does not apply to any Claim, Suit, Regulatory Proceeding, Damages, Regulatory Penalties, Claim Expenses or Privacy Response Expenses:

1. For, arising out of, or resulting from Bodily Injury or Property Damage;
2. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply to the extent the Member would have been liable in the absence of such contract or agreement;
3. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
4. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or loss covered that results from a theft, loss or unauthorized disclosure of or access to Personal Information;
5. For, arising out of or resulting from:
 - a. The actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Member; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure or use of Personal Information; or
 - b. The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Member;
6. For, arising out of, or resulting from any of the following conduct by a Member:
 - a. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations

Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;

- b. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
 - c. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or
 - d. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
7. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Member; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Member, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Member;
8. For, arising out of or resulting from any actual or alleged:
- a. Infringement of patent or patent rights or misuse or abuse of patent; or
 - b. Infringement of copyright arising from or related to software code or software products; or
 - c. Use or misappropriation of any ideas or trade secrets by a Member or on behalf of, or in collusion with a Member;
9. Arising out of or resulting from any of the following:
- a. Trading losses, trading liabilities or change in value of accounts;

- b. Any loss of monies, securities or tangible property of others in the care, custody or control of the Member;
 - c. The monetary value of any electronic fund transfers or transactions by or on behalf of the Member that is lost, diminished, or damaged during transfer from, to or between accounts; or
 - d. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged;
10. For damage to, destruction of, corruption of, or any loss of use by any Member of any Computer System or data, including without limitation any costs or expenses to the Member to repair or replace any Computer System or data;
11. For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments.

PART VI - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member shall materially breach any warranty or materially fail to satisfy any condition of this Coverage Document, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this

Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.
2. The Member shall not, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any liabilities admitted, assumed or settled, defenses waived or any payments made, or expenses, including legal expenses, incurred by Member, without prior written consent of the Pool, shall be the sole obligation of the Member.
3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.
4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims.
5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
2. Immediately upon receipt of a Claim or Notice of Claim by Member, and during the Coverage Document Period, give the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;
3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;
4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

G. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.
2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

H. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

I. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.
3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131
4. The Pool may cancel or non-renew this Coverage Document:
 - a. For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;
 - b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;

- c. For fraud in the obtaining of coverage;
 - d. If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
 - e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
 - f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
 - g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
5. If the Pool cancels this Coverage Document for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

J. RETAINED CONTRIBUTION PROPORTIONS

- 1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
- 2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

K. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

L. CHANGES

This Coverage Document, the CCD, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

M. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

N. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

O. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

P. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

Q. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

R. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing.

S. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

T. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

U. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

V. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

PART VII - EXTENDED REPORTING PERIODS

If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

- A. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;
- B. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

PUBLIC OFFICIAL LIABILITY

DISTRICT ATTORNEY – MALICIOUS PROSECUTION ENDORSEMENT

Coverage Agreement – Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to provide a defense for a district attorney against a Claim of malicious prosecution, as described in this endorsement.

PART II – DEFINITIONS, Section J, Member, is amended to read:

- J. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

Except as provided below, the district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

Under Part I, Section B.8, the district attorney whose designated jurisdiction includes the Named Member county is a Member, but only when acting in his prosecutorial or other statutory Official Capacity in the Named Member county.

PART III - LIMITS OF LIABILITY, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of a Claim against the county attorney, a district attorney, an assistant county attorney, an assistant district attorney, or other employee of the county attorney or district attorney for malicious prosecution subject to a sublimit not to exceed \$500,000 per Claim and \$1,000,000 in the Aggregate.

PART VI - CONDITIONS is amended to add:

W. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

SAMPLE

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

PART II – DEFINITIONS, Section J, Member, is amended to read:

- J. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

Except as provided below, the district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the County Attorney in a county that has a county attorney.

A district judge whose designated jurisdiction includes the Named Member county is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

PART VI - CONDITIONS is amended to add:

W. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or
2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

SAMPLE



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

**PROPERTY
COVERAGE DOCUMENT**

PROPERTY COVERAGE

SECTION A

This Coverage Document, subject to the terms, exclusions, limits and conditions set out or endorsed, covers against all risks of direct physical loss of or direct physical damage to Member property as described, provided such loss or damage occurs during the coverage period.

The Contribution and Coverage Declarations (CCD) issued to the Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION A, 2-DEFINITIONS.

1. USE OF COVERAGE TERMS

The Texas Association of Counties Risk Management Pool (Pool) was created by interlocal agreement to enable its Members to obtain coverage against various types of risk. For convenience and clarity, this document may use terms customarily used in the insurance industry, but this is not a contract of insurance. It is an agreement between political subdivisions to cover certain property against risk pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code. The Pool's Members, which are political subdivisions of the State of Texas, participate in the Pool as an alternative to commercial insurance.

2. DEFINITIONS

- A. **Actual Cash Value** means the amount it would cost to repair or replace covered property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. ACV is computed by subtracting the depreciation of the lost or damaged Covered Property from the actual replacement cost, using material of like kind and quality, of the Covered Property at the time of Loss.
- B. **Contribution** means the amount paid by the Member to the Pool for this coverage.
- C. **Contribution & Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

- D. **Coverage Document** means the Texas Association of Counties Risk Management Pool's Property Coverage Document that sets forth in detail the exact coverage provided.
- E. **Coverage Territory** means locations in the United States of America.
- F. **Earthquake** means any natural or man-made earth movement, including earthquake, landslide, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss, excluding physical damage by fire, explosion or sprinkler leakage resulting from an Earthquake. All Earthquakes within a continuous 72 hour period will be considered a single Earthquake, the beginning of which will be determined by the Member.
- G. **Flood** means a general and temporary condition of partial or complete inundation normally dry land area from: rising waters, waves, tide, or tidal water; unusual and rapid accumulation or runoff of surface waters from any source; mudslide or mudflow caused by accumulation of water on or under the ground; or the release of water, the rise, overflow, or break of the boundary of a natural or man-made body of water, including spray, excluding physical damage by fire, explosion or sprinkler leakage resulting from Flood.
- H. **Location** means: (1) a Member Location specified in the Schedule of Locations, except for Miscellaneous Unnamed Locations; or (2) a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing. bound on all sides by public streets, clear land space or open waterways, each not less than a fifty feet wide separation, including a Miscellaneous Unnamed Location, except that a bridge or tunnel crossing a street, space or waterway will render the separation inoperative.
- I. **Member** means the political subdivision of the State of Texas that is a current participant in the Pool and designated on the CCD.
- J. **Member Location** means a location that is: (1) listed on a schedule or appraisal on file with the Pool; (2) covered as a Miscellaneous Unnamed Location; or (3) covered under the terms and conditions of the Automatic Coverage, Errors and Omissions, or Property in Course of Construction and Soft Costs.
- K. **Mobile Equipment** means a motorized vehicle that is only incidentally operated on a public roadway and is not subject to a motor vehicle insurance law, including road construction and maintenance machinery such as a bulldozer, forklift, loader or grader.
- L. **Occurrence** means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event during a continuous period of 72 hours.

M. **Pollution** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, virus, mold, spores, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

N. **Pool** means the Texas Association of Counties Risk Management Pool.

O. **Special Hazard Zone for Flood** means areas in which the Member's property is located that at the time of direct physical loss, damage or destruction:

- 1) has been designated on a Flood Insurance Rate Map published by the Federal Insurance Administration, and in effect at the time of the loss, to be a Special Flood Hazard Area (areas identified as Zones A, AO, AH, AI — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/A0, V, V1-V30, and VE.); or
- 2) in areas where the National Flood Insurance Program is not in effect, an area that in the past 100 years has been subjected to flooding regardless of whether:
 - a. the building or structure existed at the time of the flooding;
 - b. any direct physical loss or damage from Flood occurred; or
 - c. any flood claim for loss was ever filed.

P. **Storm Surge** means water driven inland from coastal waters by high winds and low atmospheric pressure. Storm surge shall not be considered flood.

Q. **Time Element Value** means the sum of Gross Earnings, Extra Expense, Leasehold Interests, Loss of Rents, and Contingent Tax Revenue Interruption that would have been earned or received for the Location where the physical loss or damage occurs, had there not been physical loss or damage.

3. MEMBER LOCATION

The coverage under this Coverage Document applies to a Member Location unless otherwise provided. This Coverage Document covers Member Locations in The United States of America.

4. LIMITS OF LIABILITY

The Pool's maximum Limit of Liability in a single occurrence regardless of the number of Locations or coverage involved will not exceed the Total Covered Value Limit indicated on the CCD or any amended coverage schedules.

The terms and conditions in this document, including the stated sublimits, constitute the program as a whole for the Member. The sublimits are a part of, and do not increase, any Limits of Liability of the program.

When an annual aggregate limit is provided below, the Pool's maximum limit of liability will not exceed that limit for all covered losses that occur during the Coverage Document Period regardless of the number of Locations and coverage involved.

Any sublimit for Earthquake, Flood, and Named Storm is the maximum amount potentially recoverable for all covered loss, damage, expense or time element loss relating to such an occurrence.

The following sublimits apply on a per occurrence basis, unless otherwise stated on the CCD. Any sublimit shown as an annual aggregate applies per occurrence and to all losses for that peril/coverage in the aggregate during the coverage term.

Coverage	Sublimit
Accounts Receivable	\$500,000 or as specifically scheduled
Automatic Coverage – 90 Day Limitation	Newly Acquired Locations \$2,500,000, including \$100,000 any one piece of Rental Mobile Contractors Equipment; subject to \$2,500,000 annual aggregate
Demolition & Increased Cost of Construction	\$2,000,000
Contingent Business Interruption/ Extra Expense	\$250,000
Contingent Tax Revenue Interruption	\$100,000
Crime	\$100,000 per occurrence
Employee Dishonesty	Included
Forgery or Alteration	Included
Theft, Disappearance and Destruction	Included
Robbery and Safe Burglary	Included
Computer Fraud and Funds Transfer Fraud	Included
Money Orders and Counterfeit Paper	Included
Currency	Included
Debris Removal	Lesser of 25% of Loss or \$2,500,000
Decontamination Costs	\$500,000
Deferred Payments	\$100,000
Earthquake	\$5,000,000 annual aggregate limit
EDP Data & Media	\$1,000,000

Equipment Breakdown, including	\$25,000,000
Spoilage	\$250,000
Service Interruption	\$1,000,000
Business Income	Included
Extra expense	\$500,000
Expediting Expense	\$250,000
Hazardous Substance	\$125,000
Ammonia Contamination	\$125,000
Data & Media	\$1,000,000
CFC Refrigerants	\$100,000
Computer Equipment	Included
Water Damage	\$50,000
Consequential Loss	\$50,000
Errors and Omissions	\$2,500,000
Evacuation Expense	\$1,000,000
Expediting Expense	\$500,000
Extended Period of Indemnity (Lesser of actual loss for period of 180 days or limit shown)	\$1,000,000
Fine Arts	As scheduled; not to exceed \$1,000,000
Flood –as respects Locations situated wholly or partially within Special Hazard Zones for Flood	\$1,000,000 per occurrence subject to \$1,000,000 annual aggregate
Flood – Except SPECIAL HAZARD ZONES FOR FLOOD	\$5,000,000 per occurrence subject to \$5,000,000 annual aggregate
Flood – as respects structures located wholly or partially within Special Hazard Zones for Flood that is ineligible property under the National Flood Insurance Program	\$100,000 per occurrence
Interruption by Civil Authority (Lesser of actual loss sustained for 30 consecutive days or limit shown), subject to a 5 mile limitation.	\$1,000,000
Land and Water Pollutant Cleanup and Removal	\$100,000 subject to \$1,000,000 annual aggregate
Landscape Improvements	\$100,000, subject to \$5,000 for any one tree or shrub
Law Enforcement Dogs and Horses	\$30,000 per animal
Miscellaneous Unnamed Locations – per Occurrence	\$2,500,000
Mobile Equipment (includes Mobile Medical Equipment)	As scheduled; not to exceed \$500,000 for any one piece of Mobile Medical Equipment
Mold- Valuable Papers, & Records and EDP Media	\$1,000,000
Named Storm	Total Covered Value; not to exceed \$50,000,000

Personal Property of Others: not subject to deductible	\$2,500 per occurrence
Piers, Docks, Pilings, Bulkheads, and Wharves	Total Covered Value; not to exceed \$500,000 any one location, subject to \$1,000,000 any one occurrence
Airport Runways	Not to exceed \$250,000 any one location, unless scheduled
Professional Fees	\$100,000
Property in the Course of Construction and Soft Costs	\$2,500,000
Valuable Papers, Records	\$1,000,000
Temporary Removal	Included; except \$1,000,000 for removal for the purpose of being repaired or serviced
Time Element	
Gross Earnings and Extra Expense	\$1,000,000
Leasehold Interest	\$500,000
Loss of Rents	\$500,000
Property Damage and Time Element combined	
Service Interruption	\$500,000
Transit	\$500,000
Any one Watercraft, 27 feet or less in length	\$250,000 \$1,500,000 Aggregate any one Occurrence

Time Limits

In addition to the time limits shown elsewhere in this Coverage Document, the following apply:

Automatic Coverage	90 Day Period
Extended Period of Indemnity	180 Day Period
Ingress/Egress	30 Day Period
Interruption by Civil Authority	30 Day Period

5. OCCURRENCE LIMIT OF LIABILITY

The Limit of Liability shown on the CCD or in this Coverage Document, or endorsed onto this Coverage Document, is the total limit of the Pool's liability applicable to each Occurrence. The Pool's liability will never exceed the applicable Limit of Liability or Aggregate Limit of Liability regardless of the number of locations involved.

In the event of a covered loss, the Pool's liability is limited to the lesser of the following:

- A. The actual adjusted amount of loss, less applicable deductible; or
- B. The Limit of Liability or Aggregate Limit of Liability shown on the CCD or in this Coverage Document or endorsed onto this Coverage Document.

6. VALUE REPORTING PROVISIONS

The Member is required to provide the Pool 100% replacement cost values by Location at the beginning of the Coverage Document Period. The Member is not required to report changes in value for existing Locations during the Coverage Document Period. However, the Member must report to the Pool all changes in value annually at renewal to allow the Pool to accurately determine the Member's renewal Contribution.

7. WAITING PERIOD

There is a 24-hour waiting period before Service Interruption, Interruption by Civil Authority and Ingress/Egress Coverage will be applicable.

8. DEDUCTIBLES

For a loss covered by this Coverage Document, the Pool will be liable only if the Member sustains a loss in a single occurrence greater than the underlying limit or the applicable deductible specified below, and only for its share of that greater amount.

A. Named Storm in Tier 1 Counties:

This section applies to the following Tier One Counties in Named Storm Designated Wind Areas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy (Note: exposures declared by Harris County CSCD are not considered Tier One).

Named Storm means all loss or damage occurring during a period of 72 consecutive hours that is caused by or results from a storm or weather disturbance that is named as a Tropical Storm or Hurricane by the National Weather Service or any other recognized meteorological authority, including all weather phenomenon associated with or occurring in conjunction with the storm or weather disturbance, such as Flood, Storm Surge, wind driven rain, wind, hail, sleet, tornadoes, or lightning.

The Member's deductible for Property Damage Coverage resulting from a Named Storm is 2% of the 100% Replacement Cost Value, or 100% Reproduction Cost Value if applicable, as determined under the Loss Adjustment and Settlement section, with a minimum deductible of \$50,000 per occurrence for all Locations combined.

If a claim for loss from the perils of Wind, Hail and Flood resulting from a Named Storm involves loss or damage at more than one Location, the deductible amount will be calculated separately for each Location suffering loss or damage and applied separately to the adjusted loss at each Location, subject to the minimum deductible of \$50,000 for all such loss or damage at all Locations combined.

If the Member maintains underlying coverage through the Texas Windstorm Insurance Association (TWIA), it is agreed that the coverage provided by this Coverage Document is excess and excludes the perils of Wind and Hail to the extent of recovery under the Member's TWIA policy. If the amount of loss payable under the Member's TWIA policy exceeds the applicable Named Storm in Tier 1 Counties deductible under this Coverage Document, then no deductible shall apply hereunder. However, if the amount to be paid under such TWIA policy is less than the applicable Named Storm in Tier 1 Counties deductible under this Coverage Document, the Member's deductible will not exceed the difference between the amount to be paid under the Member's TWIA policy and the applicable Named Storm in Tier 1 Counties deductible under this Coverage Document.

If a claim for losses resulting from Flood, as covered and defined under the National Flood Insurance Program, related to a Named Storm includes Member's property located in a Special Hazard Zone for Flood, the following separate deductibles apply individually and supersede the two or more deductible provision:

- 1) If insurance is available under the National Flood Insurance Program, whether purchased by Member or not, the deductible is the maximum limits of insurance that the Member could have purchased for eligible property; the deductibles will be calculated as if individual insurance for buildings and personal property could have been purchased from the National Flood Insurance Program, and will apply only to those buildings where Flood damage or destruction has occurred and for which the Member is making a claim.
- 2) If insurance is not available under the National Flood Insurance Program, or if the National Flood Insurance Program is discontinued, the deductible for Flood related to a Named Storm is \$500,000 per building or structure and \$500,000 for the contents at each building or structure.
- 3) If insurance is otherwise available under the National Flood Insurance Program but the Member Property is a structure similar in character and nature to those structures listed as "ineligible property" under the National

Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be \$25,000 subject to an amount not to exceed \$100,000 per occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

B. Flood

Except as provided below, the Member's Deductible for a loss resulting from a Flood is \$25,000 unless otherwise stated on the Contributions & Coverage Declarations.

If a claim for losses resulting from Flood, as covered and defined under the National Insurance Flood Program, includes a Member's property wholly or partially located in a Special Hazard Zone for Flood the following separate deductibles apply individually and supersede the two or more deductible provision:

- 1) If insurance is available under the National Flood Insurance Program, whether purchased by the Member or not, the deductible is the maximum limits of insurance that the Member could have purchased for eligible property; the deductibles will be calculated as if individual insurance for buildings and personal property could have been purchased from the National Flood Insurance Program and will apply only to those buildings where flood damage or destruction has occurred and for which the Member is making a claim.
- 2) If insurance is not available under the National Flood Insurance Program, or if the National Flood Insurance Program is discontinued, the deductible is \$500,000 per building or structure and \$500,000 for the contents at each building or structure.
- 3) If insurance is otherwise available under the National Flood Insurance Program but the Member Property is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be \$25,000 subject to an amount not to exceed \$100,000 per occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

C. All Other Perils

The Member's deductibles for all other perils are indicated on the Contribution & Coverage Declarations.

D. Two or More Deductibles

Except for losses resulting from Flood, if two or more deductibles apply to an Occurrence resulting in loss or damage covered under this Coverage Document,

the total deductible will not exceed the single largest deductible applicable to the Occurrence.

Notwithstanding the terms of this section, in any Occurrence where loss or damage is caused by more than one peril covered under this Coverage Document, the Member may separate the loss amount by peril and request the use of multiple applicable deductibles.

SECTION B PROPERTY DAMAGE

1. PROPERTY COVERED

This Coverage Document covers the following property, unless otherwise excluded elsewhere in this Coverage Document, anywhere within the Coverage Territory, to the extent of the interest of the Member in such property.

- A. Real Property, including buildings, remodeling, installations, and additions under construction at any new or existing location(s), in which the Member has an insurable interest.
- B. Personal Property:
 - 1) Owned by the Member, including the Member's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Pool agrees to accept and consider the Member as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary;
 - 2) Of officers and employees of the Member while at a Covered Location, or when in use within the scope of duties performed on behalf of the Member;
 - 3) Of others in the Member's custody to the extent the Member is under obligation to keep covered for physical loss or damage covered by this Coverage Document; or
 - 4) Of others in the Member's custody to the extent of the Member's legal liability for physical loss or damage to personal property. The Pool will defend that portion of any suit against the Member that alleges such liability and seeks damages for such covered physical loss or damage. The Pool may, without prejudice, investigate, negotiate and settle any claim or suit as the Pool deems expedient.
 - 5) Equipment and towers owned, rented, or leased by the Member.
 - 6) Personal property is covered anywhere within the Coverage Territory.

This Coverage Document also covers the interest of contractors and subcontractors in covered property during construction at a Covered Location or within 1,000 feet thereof, to the extent of the Member's legal liability for covered physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any Time Element coverage provided under this Coverage Document.

2. PROPERTY EXCLUDED

This Coverage Document excludes:

- A. Animals (other than law enforcement dogs and horses), standing timber, or growing crops.
- B. Currency, money, precious metal in bullion form, notes, or securities.
- C. Dams; canals; off shore drilling rigs; reservoirs; tunnels or bridges used by public vehicular traffic.
- D. Roadways, highways or streets or any pavement that is part of a roadway highway or street (this includes but is not limited to sidewalks, curbs, culverts or other paved surfaces).
- E. Land, water or any other substance in or on land; except this exclusion does not apply to:
 - 1) Land improvements consisting of landscaping, trees & shrubs, tunnels, bridges, piers, docks, pilings, bulkheads, wharves, piping, retaining walls, but not including any land beneath the property.
 - 2) Site improvements consisting of parking lots, sidewalks, and culverts.
 - 3) Athletic Fields
 - 4) Water that is contained within any enclosed tank, piping system or any other processing equipment.
- F. Motor vehicles licensed for road use.
- G. Trailers licensed for road use not including trailers used for covered watercraft.
- H. Overhead transmission and distribution lines located more than 1,000 feet from a Covered Location.
- I. Property in Transit unless otherwise described in this Coverage Document.
- J. Property sold by the Member under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers except as

provided by the Deferred Payment coverage of this Coverage Document.

- K. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern.
- L. Watercraft greater than 27 feet or aircraft (aircraft includes but is not limited to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle), spacecraft or satellites.

3. ADDITIONAL COVERAGE

This Coverage Document includes the following additional coverage for physical loss or damage covered by this Coverage Document.
Additional Coverage:

Is subject to the applicable Limit of Liability;

Will not increase the Total Coverage Value limit of liability; and

Is subject to the coverage provisions, including applicable exclusions and deductibles in this Coverage Document.

A. ACCOUNTS RECEIVABLE

This Coverage Document covers any shortage in the collection of accounts receivable, resulting from covered physical loss or damage to accounts receivable records while anywhere within this Coverage Document Territory, including while in transit. The Pool will be liable for the interest charges on any loan to offset impaired collections pending repayment of a sum uncollectible as the result of a loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

- 1) In the event of loss to accounts receivable records, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
- 2) In reducing the loss under this additional coverage, the Member agrees to use any suitable property or service owned or controlled by the Member or obtainable from other sources. The Pool will pay reasonable and necessary costs incurred by the Member to reduce a loss up to the amount the loss was reduced.
- 3) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Pool will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct the records, and not for any costs covered by any other coverage.

- 4) Accounts Receivable Exclusions: The following exclusions are in addition to the Exclusions subsection of this Section:

This additional coverage does not cover a shortage resulting from:

a. Bookkeeping, accounting or billing errors or omissions;

b. (i) Alteration, falsification, manipulation; or

(ii) Concealment, destruction or disposal;

of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

- 5) The Pool will settle a loss under this subsection within 90 days from the date the physical loss or damage is reported by the Member. All amounts recovered by the Member on outstanding accounts receivable on or after the date of a loss reported to the Pool will belong and be paid to the Pool up to the amount of loss paid by the Pool. All recoveries exceeding the amount paid by the Pool will belong to the Member.

B. AUTOMATIC COVERAGE (NEWLY ACQUIRED)

This Coverage Document covers property at any Location that is rented, leased or purchased by the Member after the inception date of this Coverage Document, and equipment and towers located in the Coverage Territory.

This additional coverage does not apply to property covered in whole or in part by any other coverage.

This coverage will apply until the Locations are reported and bound by the Pool or the time limit shown in the Time Limits clause in the Limits of Liability has been reached. The Time Limit Begins on the date of rental, lease, or purchase.

C. BRANDS AND LABELS

If branded or labeled property covered by this Coverage Document is physically damaged and the Pool elects to take all or any part of that property, the Member may at the Pool's expense:

1) Stamp salvage on the property or its containers; or

2) Remove or obliterate the brands or labels;

If doing so will not damage the property. In either event, the Member must relabel property or its containers to be in compliance with any applicable law.

D. CONSEQUENTIAL REDUCTION IN VALUE

This Coverage Document covers the reduction in value of covered merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage covered by this Coverage Document to other covered parts of pairs, sets or components of the merchandise. If settlement is based on a constructive total loss, the Member will surrender the undamaged parts of the merchandise to the Pool.

E. DEBRIS REMOVAL

This Coverage Document covers the reasonable and necessary costs incurred to remove debris from a Covered Location that remains as a direct result of physical loss or damage covered by this Coverage Document.

This Additional Coverage does not cover the costs of removal of:

- 1) Contaminated uncovered property; or
- 2) The contaminant in or on uncovered property;

whether or not the contamination results from covered physical loss or damage. Contamination includes, but is not limited to, the presence of Pollution or hazardous material.

F. DECONTAMINATION COSTS

If covered property is contaminated as a direct result of physical damage covered by this Coverage Document subject to a current law or ordinance regulating contamination, including the presence of Pollution or hazardous material, this Coverage Document covers, as a direct result of enforcement of the law or ordinance, the increased cost of decontamination and removal of such contaminated covered property required to comply with the law or ordinance. This additional coverage applies only to that part of covered property contaminated as a direct result of covered physical damage.

The Pool is not liable for the costs required to remove contaminated uncovered property or the contaminant, whether or not the contamination results from a covered event.

G. DEFERRED PAYMENTS

This Coverage Document covers physical loss or damage to personal property covered and sold by the Member under a conditional sale or trust agreement or any installment or deferred payment plan and after the property has been delivered to the buyer. Coverage is limited to the unpaid balance for the property.

In the event of loss to property sold under deferred payment plans, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Coverage Document for loss:

- 1) Pertaining to products recalled, including the costs to recall, test or to advertise such recall by the Insured.
- 2) From theft or conversion by the buyer of the property after the buyer has taken possession of the property.
- 3) To the extent the buyer continues payments.
- 4) Not within the Coverage Territory.

H. DEMOLITION AND INCREASED COST OF CONSTRUCTION

- 1) This Coverage Document covers the reasonable and necessary costs incurred to satisfy the minimum requirements of the enforcement of any law or ordinance effective on the date of covered loss or damage regulating the demolition, construction, repair, replacement or use of buildings or structures at a Covered Location, provided that the enforcement is a direct result of the covered loss or damage.
- 2) This additional coverage does not cover any loss due to any law or ordinance with which the Member should have complied before the loss.
- 3) This additional coverage covers only:
 - a. The cost to repair or rebuild the physically damaged portion of property with materials and in a manner to satisfy the law or ordinance; and
 - b. To the extent that the costs result when the total demolition of the damaged covered property is required to satisfy the law or ordinance the cost:
 - (i) to demolish the physically undamaged portion of the property covered; and

(ii) to rebuild it with materials and in a manner to satisfy such law or ordinance.

- 4) This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination, including the presence of Pollution or hazardous material.
- 5) The Pool's maximum liability for this additional coverage at each Covered Location in any Occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property covered plus the lesser of:
 - a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
 - b. The cost of rebuilding on the same site.

I. EARTHQUAKE

This Coverage Document covers physical loss or damage caused by or resulting from Earthquake.

This additional coverage does not apply to loss or damage caused by or resulting from flood; rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom; surface water or sewer back-up resulting from any of the foregoing; all regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

J. EVACUATION EXPENSE

In the case of actual loss or damage of the type covered against by this Coverage Document or a Mandatory Evacuation Order, this additional coverage will pay the expenses incurred by the Member for the emergency evacuation of patients from a covered Location and will cover the reasonable and necessary expenses to return the patients.

Mandatory Evacuation Order means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a covered Location. The Mandatory Evacuation Order must commence during the coverage period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of Mandatory Evacuation Order.

This additional coverage does not apply to any expenses incurred for scheduled evacuation drills, fire or safety drills or the evacuation of a patient due to a medical condition.

K. ERRORS AND OMISSIONS

If physical loss or damage is not payable under this Coverage Document solely due to an error or unintentional omission:

- 1) In the description of where covered property is physically located;
- 2) To include any Location:
 - a. Owned, rented or leased by the Member on the effective date of this Coverage Document; or
 - b. Purchased, rented or leased by the Member during the term of this Coverage Document; or
- 3) That results in cancellation of the property covered under this Coverage Document;

This Coverage Document covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made provided that the Member promptly report any error or unintentional omission to the Pool when discovered and corrected.

L. EXPEDITING COSTS

This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to covered property and to expedite the permanent repair or replacement of the damaged property.

This additional coverage does not cover costs:

- 1) Recoverable elsewhere in this Coverage Document; or
- 2) Of permanent repair or replacement of damaged property.

M. FINE ARTS

This Coverage Document covers physical loss or damage to Fine Arts articles while anywhere within the Coverage Territory, when scheduled including while in transit.

- 1) This additional coverage excludes loss or damage if the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Pool.

- 2) Fine Arts Exclusions: The exclusions the Exclusions clause of this Section do not apply to Fine Arts coverage except for: A.1), A.2), B.1), B.2), B.3) and B.4). In addition, as respects Fine Arts, the following exclusions apply:

This Coverage Document does not cover against:

- a. Deterioration, wear and tear, or inherent vice; or
 - b. Loss or damage from any repairing, restoration or retouching process.
- 3) **Fine Arts** means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, or securities.

N. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES

This Coverage Document covers the following expenses resulting from a covered loss:

- 1) Fire brigade charges and any extinguishing expenses which the Member incurs; and
- 2) Loss and disposal of fire extinguishing materials expended.

O. FLOOD

This Coverage Document covers physical loss or damage caused by or resulting from Flood. Storm Surge is not considered to be loss by Flood within the terms and conditions of this Coverage Document.

P. LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP, REMOVAL & DISPOSAL

This Coverage Document covers the reasonable and necessary cost for the cleanup, removal and disposal of contaminants or pollutants from uncovered property consisting of land, including water or any other substance in land, and water on land, at a Location if the release, discharge or dispersal of contaminants or pollutants is a direct result of covered physical loss or damage to covered property.

This Coverage Document does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from property:

- 1) At any location covered for personal property only;

- 2) At any property covered under Automatic Coverage, Errors And Omissions or Miscellaneous Unnamed Locations coverage provided by This Coverage Document; or
- 3) When the Member fails to give written notice of loss to the Pool within 180 days after inception of the loss.

Q. LANDSCAPE IMPROVEMENTS

This Coverage Document covers loss to shrubs or trees caused by or resulting from the following causes of loss: drought, Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water and windstorm.

R. LAW ENFORCEMENT DOGS AND HORSES – MORTALITY, THEFT AND LOSS OF USE

Animal means a dog or horse solely owned by the Member and used in the service of a law enforcement department or agency of the Member, excluding any puppies or foals within the covered dog or horse.

Humane destruction means the destruction of an Animal to prevent excessive continued suffering due to an incurable injury or terminal disease.

Mortality means death resulting directly or indirectly from accident, illness, or disease.

Theft has the meaning prescribed in the Texas Penal Code §31.03.

The Pool will pay the Member for losses resulting from the Mortality or Theft of an Animal up to the Limit of Liability shown on the CCD. If coverage is terminated, the coverage provided by the Pool will be extended to cover death which occurs within 30 days after the date of termination that is the result of an accident, illness, or disease that occurred and was reported by the Member during the Coverage Document Period.

- 1) The Pool will not provide coverage for a claim on an Animal that:
 - a. Suffered from an illness or injury within the 12 months before the Coverage Document Period that the Member did not report to the Pool;
 - b. Is not solely owned by the Member;
 - c. Is retired from active duty; or
 - d. Is eight years old or older.

The Pool's liability for a loss resulting from Theft of an Animal begins 90 days

after the date the Member notifies the Pool of the Theft, provided that the Animal has not been recovered in that time. If an Animal has been recovered after a Theft, the Member must return any payment made by the Pool before the recovery.

- 2) Coverage is excluded for any loss resulting directly or indirectly from:
 - a. Surgical operations, administration of drugs, medication or inoculation,
 - b. unless it is performed by a licensed veterinarian and certified as required in an attempt to prevent death or humane destruction of an animal;
 - c. Mysterious disappearance or escape;
 - d. Intentional destruction, except humane destruction or if the Pool agrees to the destruction;
 - e. Destruction as a result of governmental order, due to exposure to or contraction of any communicable disease;
 - f. Voluntary parting with the title or possession of the animal because of fraud, trick, or false pretense; or
 - g. Death of an animal boarded outside the United States and then returned to the United States within the six months preceding its death.

- 3) As a condition of coverage:
 - a. The Member shall dispose of the remains of any animal at the Member expense.
 - b. In case of injury or illness to an animal, the Member must:
 - (i) Immediately notify the Pool;
 - (ii) Employ a licensed veterinarian, at the Member expense, to treat the animal; and
 - (iii) Secure proper care and, if required, allow the animal to be removed for treatment, at the Member expense.
 - c. If the animal dies or is stolen, the Member must:
 - i) Immediately notify the Pool, and in the case of theft, also the police, local animal control, and humane society.
 - ii) Give to the Pool, within 60 days, a copy of:

- (a) The registration certificate or other proof of age;
 - (b) The postmortem examination report in the event of death; and
 - (c) A signed and sworn proof of loss.
- 4) Loss of Use: If a Member loses the use of an Animal, the Pool will pay the Member if the animal:
- a. Is injured by external, accidental, and violent means during the period this additional coverage is in effect;
 - b. Becomes totally and permanently unfit for its current use as a result of such injury; and
 - c. Does not require destruction for humane reasons.

Coverage for loss of use is extended after the expiration of the Coverage Document Period to loss of use first occurring within 90 days after expiration, resulting from injury which occurs prior to expiration

- 5) As a condition of coverage:
- a. The Member must give the Pool immediate notice of any accident resulting in an injury which may give rise to a claim for loss of use.
 - b. Within 14 days of such accident, the Member must provide a full veterinary report by a qualified Veterinary Surgeon, which will include:
 - i) A description of the injury suffered;
 - ii) The treatment rendered; and
 - iii) The opinion of the Veterinary Surgeon as to the animal's fitness for its current use.

S. MISCELLANEOUS UNNAMED LOCATIONS

This Coverage Document covers the Member's interest in covered property within the Coverage Territory which is not specifically on file, identified, or scheduled, except for property that is waterborne.

This provision does not cover any property covered or excluded under any other provision of this Coverage Document.

T. MOBILE MEDICAL EQUIPMENT

This Coverage Document covers physical loss or damage to medical equipment contained in mobile medical care vans, ambulances, mobile MRI, CAT scan or other similar mobile units owned or operated by the Member.

U. PROFESSIONAL FEES

This Coverage Document covers the actual costs incurred by the Member of reasonable fees payable to accountants, architects, auditors, engineers, or other professionals and the cost of using the Member's employees, to produce and certify information in the Member's records, or other proofs, information or evidence required by the Pool related to a covered loss payable under this Coverage Document for which the Pool has accepted liability.

This additional coverage excludes the fees and costs of attorneys, public adjusters, and loss appraisers, and any subsidiary or related entities owned or retained to assist them.

V. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS

This Coverage Document covers projects in the course of construction, at scheduled and non-scheduled locations, subject to the sublimit in the Limits of Liability.

This additional coverage also covers the reasonable and necessary Soft Costs incurred by the Member during the period of recovery and directly caused by physical loss or damage of the type covered against to covered real or personal property in the course of construction, including those at new sites and non-scheduled locations subject to the total project value not to exceed the sublimit in the Limits of Liability.

This coverage will apply until the Location is bound by the Pool.

Soft Costs means:

- 1) Interest expense;
- 2) General overhead-developer expenses and additional real estate taxes;
- 3) Legal or professional fees;
- 4) Marketing expenses and advertising expenses;
- 5) Debt service payments and coverage contributions;
- 6) Refinancing charges and bond interest;

- 7) Founders fees and miscellaneous operating expenses.

W. PROTECTION AND PRESERVATION OF PROPERTY

This Coverage Document covers:

- 1) Reasonable and necessary costs, as specified below, incurred for actions to temporarily protect or preserve covered property, provided actions that are necessary due to actual covered physical loss or damage or to prevent immediately impending covered physical loss or damage.
- 2) Subject to the deductible provisions that would have applied had physical loss or damage occurred to covered property, this additional coverage covers the reasonable and necessary costs incurred for:
 - a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing covered property;
 - b. Restoring and recharging fire protection systems following a covered loss; and
 - c. The water used for fighting a fire in, on or exposing covered property.

X. SERVICE INTERRUPTION PROPERTY DAMAGE

- 1) This Coverage Document covers physical loss or damage to covered property at a Covered Location when the physical loss or damage results from the interruption of the following incoming or outgoing services: electricity, telecommunications, gas, fuel, steam, water, refrigeration, or sewerage because of physical loss or damage to the service suppliers facilities if it is the type covered against for a Member's covered real and personal property located within the Coverage Territory and the physical loss or damage immediately prevents in whole or in part the delivery of service.
- 2) This additional coverage will apply when the Period of Service Interruption exceeds the Waiting Period in Section A.
 - a. As a condition of coverage, the Member must immediately notify the service supplier of any interruption to service.
 - b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored or the time the service was actually restored, whichever is earlier.

Y. TEMPORARY REMOVAL OF PROPERTY

- 1) When covered property is removed from a Covered Location to be repaired or serviced or to avoid threatened covered physical loss or damage, this Coverage Document covers the property:
 - a. At the location to which the property has been moved; and
 - b. For physical loss or damage as provided at the Member Location from which the property was removed.
- 2) This additional coverage does not apply to property:
 - a. Covered, in whole or in part, elsewhere in this Coverage Document;
 - b. Covered, in whole or in part, by any other coverage; or
 - c. Removed for normal storage, processing or preparation for sale or delivery.

Z. TRANSIT

- 1) This Coverage Document covers personal property in transit in the Coverage Territory, except as specifically excluded provided that it is:
 - a. Owned by the Member;
 - b. Shipped to customers under F.O. B., C & F or similar terms and the Member's contingent interest in the shipment is admitted;
 - c. Owned by another and in the actual or constructive custody of the Member, to the extent of the Member interest or legal liability; or
 - d. Owned by another if sold by the Member and the Member has agreed before the loss to insure the personal property during course of delivery.
- 2) This additional coverage excludes:
 - a. Samples in the custody of salespeople or selling agents;
 - b. Personal property covered under import or export ocean marine coverage; Waterborne shipments, unless by inland water; or by coastal shipments;
 - c. Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.

- d. Property of others, including the Member's legal liability for it, hauled on vehicles owned, leased or operated by the Member when acting as a common or contract carrier;
 - e. Any transporting vehicle; and
 - f. Property shipped between continents, except by land or air between Europe and Asia.
 - g. This additional coverage covers from the time the property leaves the original point of shipment for transit until the property arrives at its destination. Except that coverage on export shipments not covered under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft and coverage on import shipments not covered under ocean cargo policies begins after discharge from overseas vessels or aircraft.
- 3) This additional coverage covers:
- a. General average and salvage charges on shipments covered while waterborne; and
 - b. Physical loss or damage caused by or resulting from:
 - i) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts; or
 - ii) Improper parties having gained possession of property through fraud or deceit.
- 4) Transit Exclusions: The exclusions in the Exclusion clause of this Section do not apply to Transit coverage except for: A.1) through A.4), B.1) through B.4), C.1), C.3), C.5), C.6), D.1) and D.2).
- a. This additional coverage will not inure directly or indirectly to the benefit of any carrier or bailee.
 - b. As a condition of coverage, the Member may:
 - i) accept ordinary bills of lading used by carriers, released bills of lading, undervalued bills of lading, and shipping or messenger receipts;
 - ii) waive subrogation against railroads under sidetrack agreements; and
 - iii) not enter into any special agreement with carriers releasing them from their common law or statutory liability.

AA. VALUABLE PAPERS & RECORDS AND EDP DATA & MEDIA

- 1) This Coverage Document covers physical loss or damage to Valuable Papers & Records and EDP Data & Media in the Coverage Territory, including while in transit.

This additional coverage excludes loss or damage to currency, money or securities and property held as samples for sale or delivery after sale if the property cannot be replaced with other of like kind and quality, unless specifically declared to the Pool.

- 2) Valuable Papers & Records and EDP Data & Media Exclusions: The exclusions in the Exclusions provision of this Section do not apply to Valuable Papers & Records and EDP Data & Media coverage except for: A.1) and B.1) to B.4).

This Coverage Document does not cover:

- 3) Errors or omissions in processing, programming or copying unless physical damage not excluded by this Coverage Document results, limited to the resulting damage; or
- 4) Deterioration, inherent vice, vermin or wear and tear, all unless physical damage not excluded by this coverage results, limited to the resulting damage.

Valuable Papers & Records means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, excluding the monetary value of monies and securities.

EDP Data & Media means all forms of data, converted data, electronically converted data, programs, applications, instructions and media vehicles employed.

4. EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Coverage Document:

A. This Coverage Document excludes:

- 1) Indirect or remote loss or damage;
- 2) Interruption of business except to the extent provided by this coverage document;

- 3) Loss of market value or loss of use;
 - 4) Loss or damage or deterioration arising from any delay;
 - 5) Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss;
 - 6) Loss from enforcement of any law or ordinance:
 - a. Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
 - b. Requiring the demolition of any property, including the cost in removing its debris; except as provided by the Debris Removal, Decontamination Costs and Demolition And Increased Cost of Construction coverage of the Property Damage Section;
 - 7) Vandalism, sprinkler leakage, building glass breakage, water damage, theft or attempted theft when a building has been vacant for a period of more than 90 consecutive days before the loss or damage occurs, except when proper security and maintenance is provided. Buildings under construction or renovation shall not be considered vacant or unoccupied; and
 - 8) Loss from the accumulated effects of smog, smoke, vapor, liquid and dust.
 - 9) Damage resulting from lack of, faulty or inadequate maintenance
- B. This Coverage Document excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not Covered under this Coverage Document, contributing concurrently or in any other sequence to the loss:
- 1) Nuclear reaction or nuclear radiation or radioactive contamination. However:
 - a. If physical damage by fire or sprinkler leakage results, then only that resulting damage is Covered; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.
 - b. This Coverage Document does cover physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Member Location, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the Member Location.

- 2) a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
 - (i) Government or sovereign power (de jure or de facto);
 - (ii) Military, naval or air force; or
 - (iii) Agent or authority of any party specified in (i) or (ii) above.
 - b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
 - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
 - d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
 - e. Risks of contraband, or illegal transportation or trade.
- 3) Except as provided in Section F, Crime Coverage, any dishonest act, including theft, committed alone or in collusion with others, at any time:
 - a. By a Member or any officer, or employee of a Member; or
 - b. By any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by a Member to do anything in connection with property covered under this Coverage Document.

This Coverage Document covers acts of direct covered physical damage intentionally caused by an employee of a Member or any individual specified in b. above, and done without the knowledge of the Member, except loss by theft by any individual specified in a. or b. above.

- 4) Lack of the following services:
 - a. Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;
 - b. Incoming or outgoing sewerage;
 - c. Incoming or outgoing telecommunications;

all when caused by an occurrence off the Member Location, except as provided in Service Interruption in the Property Damage or Time Element

Sections of this Coverage Document. Except when the lack of such a service directly causes physical damage covered by this Coverage Document on the Member Location, limited to the resulting damage that is covered.

C. This Coverage Document excludes the following, unless physical damage not excluded by this Coverage Document results, limited to the resulting damage that is covered:

- 1) Faulty workmanship, material, construction or design from any cause.
- 2) Loss or damage to stock or material attributable to manufacturing or processing operations while the stock or material is being processed, manufactured, tested, or otherwise worked on.
- 3) Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.
- 4) Settling, cracking, shrinking, bulging, or expansion of foundations (including any pedestal, pad, platform or other property supporting machinery), floors, pavements, walls, ceilings or roofs.
- 5) a. Changes of temperature damage (except to machinery or equipment); or
b. Changes in relative humidity damage;
all whether atmospheric or not.
- 6) Insect, animal or vermin damage.

D. This Coverage Document excludes the following unless directly resulting from other physical damage not excluded by this Coverage Document:

- 1) Contamination including but not limited to the presence of Pollution or hazardous material; and
- 2) Shrinkage, changes in color, flavor, texture or finish.

E. This Coverage Document excludes the following unless directly resulting from the following causes of loss: fire, lightning, Earthquake, explosion, falling aircraft, Flood, smoke, vehicle impact, Named Storm, wind driven water, hail, windstorm, and tornado.

- 1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to Computer Virus. Computer Virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever

nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms', and 'time or logic bombs'.

- 2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set.
- 3) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

F. CYBER LIABILITY AND EXPENSE COVERAGE EXCLUSION

- 1) This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Cyber Security Event.
- 2) For purposes of this exclusion the following definitions apply:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Member; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Cyber Security Event means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible; or
- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Personal Information means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health

Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

SECTION C TIME ELEMENT

Capitalized terms in this Section refer to the descriptions in the Time Element Coverage provision below.

1. LOSS COVERED

A. This Coverage Document covers Time Element loss, as provided in the Time Element Coverage, directly resulting from covered physical loss or damage:

- 1) To property described elsewhere in this Coverage Document and not otherwise excluded by this Coverage Document or otherwise limited in the Time Element Coverage provision below;
- 2) Used by the Member, or for which the Member has contracted use;
- 3) Located at a Covered Location or in the case of personal property in the Coverage Territory;
- 4) While in transit as provided by this Coverage Document; and
- 5) During the Periods of Liability described in this Section.

B. This Coverage Document covers Time Element loss only to the extent it cannot be reduced through:

- 1) The use of any property or service owned or controlled by the Member;
- 2) The use of any property or service obtainable from other sources;

3) Working extra time or overtime; or

4) The use of inventory;

at a Covered Location or at any other location.

C. This Coverage Document covers expenses reasonably and necessarily incurred by the Member to reduce the loss otherwise payable under this Section, not to exceed the amount by which the loss has been reduced.

D. Except for Leasehold Interest, in determining the amount of loss payable, the Pool will consider the experience of the Member before and after and the probable experience during the Period of Liability.

2. TIME ELEMENT COVERAGE

A. GROSS EARNINGS

1) Measurement of Loss:

a. The recoverable Gross Earnings loss is the actual loss sustained by the Member of the following during the Period of Liability:

i) Gross Earnings, including Ordinary Payroll;

ii) Less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services;

iii) Plus all other earnings derived from the operation of the business.

b. In determining the amount payable as the actual loss sustained, the Pool will consider the continuation of only those normal charges and expenses that the amount payable would have been earned had no interruption of production or suspension of business operations or services occurred.

c. There is recovery under this coverage only to the extent that the Member is:

i) Wholly or partially prevented from producing goods or continuing business operations or services;

ii) Unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;

iii) Unable to continue such operations or services during the Period of Liability; and

- iv) Able to demonstrate a loss of sales for the services or production prevented.

2) Definitions.

Gross Earnings means:

- a. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or
- b. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Member.

Any amount recovered under property damage coverage at selling price for loss or damage to merchandise will be considered to have been sold to the Member's regular customers and will be credited against net sales.

Ordinary Payroll includes the Member payroll for all employees except officers, executives, department managers, and employees under contract. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security (FICA, union dues paid for the payroll, and workers compensation paid for the payroll.

B. EXTRA EXPENSE

1) Measurement of Loss:

The recoverable Extra Expense loss will be the reasonable and necessary extra costs incurred by the Member of the following during the Period of Liability:

- a. Extra expenses to temporarily continue as nearly normal as practicable the conduct of the Member business in the conditions that would have existed had no physical loss or damage occurred;
- b. Plus extra costs of temporarily using property or facilities of the Member or others;
- c. Less any value remaining at the end of the Period of Liability for property obtained in connection with the above.

2) For an Extra Expense loss, the following are excluded:

- a. Any loss of income.
- b. Costs that normally would have been incurred in conducting the business

during the same period had no physical loss or damage occurred.

- c. Cost of permanent repair or replacement of property that has been damaged or destroyed.
- d. Any expense recoverable elsewhere in this Coverage Document.

C. LEASEHOLD INTEREST

1) Measurement of Loss:

The recoverable Leasehold Interest loss is as follows:

- a. If the lease agreement requires continuation of rent, and if the property is wholly untenantable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenantable or unusable, the proportion of the rent payable for the unexpired term of the lease.
- b. If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law, the Lease Interest for the first three months following the loss and the Net Lease Interest for the remaining unexpired term of the lease.

2) Definitions.

- a. Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Member's lease.
- b. Net Lease Interest means that sum which placed at three percent interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

3) Leasehold Interest Exclusions: For a Leasehold Interest loss, the Time Element Exclusions below do not apply and the following exclusions apply instead:

This Coverage Document does not cover any increase in loss resulting from the suspension, lapse or cancellation of any lease, or from the Member exercising an option to cancel the lease, or from any act or omission of the Member that constitutes a default under the lease.

In addition, there is no coverage for the Member's loss of Leasehold Interest directly resulting from damage to personal property.

D. LOSS OF RENTS

Measurement of Loss:

- 1) The recoverable Loss of Rents loss is the actual loss sustained by the Member, excluding non-continuing charges and expenses, of the following during the Period of Liability:
 - a. The fair rental value of any portion of the property occupied by the Member;
 - b. The income reasonably expected from rentals of unoccupied or unrented portions of the property; and
 - c. The rental income from the rented portions of the property according to bona fide leases, contracts or agreements in force at the time of loss.
- 2) Loss of Rents Exclusions: For a Loss of Rents loss, Time Element Exclusion A below does not apply and the following applies instead:

This Coverage Document does not cover any loss of rental income during any period in which the Member's property would not have been tenable for any reason other than a covered loss.

E. CONTINGENT TAX REVENUE INTERRUPTION (EXCLUDING EARTHQUAKE, NAMED STORM, AND FLOOD).

This Coverage Document covers against loss resulting directly from necessary interruption of sales, property or other tax revenue collected by or due the Member caused by damage or destruction by a peril not excluded from this Coverage Document to property which is not operated by the Member and which wholly or partially prevents the generation of revenue for the account of the Member.

- 1) In the event of such damage or destruction, the Pool will provide coverage, with limitations as indicated, if the following conditions are both met:
 - a. The Member's total revenue is reduced to less than 97.5% of the Member anticipated revenue had no loss occurred; and
 - b. The Member's actual loss is limited to the length of time that would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property beginning on the date of damage to the contributing property, but not limited by the expiration date of this Coverage Document.

If the Member has reported Tax Revenue Interruption values for which contribution has been charged, the Member's loss recovery after deductible is

limited to the least of:

- a. The amount declared;
- b. The actual loss sustained; or
- c. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Member has not reported Tax Revenue Interruption values for which contribution has been charged, the Member's loss recovery after deductible is limited to the least of:

- a. The coverage sublimit; or
 - b. The latest values for these items declared by the Member or USD \$100,000 per Occurrence if no values have been declared by the Member.
- 2) Deductible: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregated amount of all such losses 2.50% of the annual revenue value shall be deducted.

3. TIME ELEMENT COVERAGE EXTENSIONS

A. CONTINGENT BUSINESS INTERRUPTION

This Coverage Document covers the actual loss sustained and Extra Expense incurred by the Member during the Period of Liability directly resulting from covered physical loss or damage to covered property at direct supplier or customer locations in the Coverage Territory.

The term supplier or customer does not include any entity supplying to or receiving from the Member Location electricity, fuel, gas, water, steam, refrigeration, sewage or telecommunications.

B. EXTENDED PERIOD OF INDEMNITY

The Gross Earnings and Loss of Rents are extended to cover the reduction in sales resulting from:

- 1) The interruption of business covered by Gross Earnings:
 - a. For the additional length of time required to exercise due diligence and dispatch to restore the Member's business to the condition that would have existed had no loss occurred; and
 - b. Beginning on the date on which the Pool's liability for loss resulting from interruption of business would terminate if this extension had not been

included.

- 2) The loss or rental income or rental value as covered by Loss of Rents.

Extended Period of Indemnity Exclusions: As respects Extended Period of Indemnity, the Time Element Exclusion for increase in loss due to suspension, lapse of any lease, contract or license or order does not apply.

This Coverage Document does not cover any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature.

Coverage under this Extension for the reduction in sales due to contract cancellation is limited to only those sales that would have been earned under the contract during the extended period of indemnity.

Coverage under this extension does not apply for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

C. INGRESS/EGRESS

This Coverage Document covers the actual loss sustained and Extra Expense incurred by the Member due to the necessary interruption of the Member's business due to prevention of ingress to or egress from a Covered Location, provided that such prevention is a direct result of covered physical damage to the kind of property not excluded by this Coverage Document located within five mile of the Member Location incurring loss.

Ingress/Egress Exclusions: As respects Ingress/Egress, the following exclusions are applicable:

This Coverage Document does not cover loss resulting from:

- 1) lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and telecommunications.
- 2) picketing or other action by strikers except for physical damage not excluded by this Coverage Document.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

D. INTERRUPTION BY CIVIL AUTHORITY

This Coverage Document covers the actual loss sustained and Extra Expense incurred by the Member during the Period of Liability when access to covered locations is specifically prohibited by order of civil authority, provided such order is a direct result of actual loss or damage from a peril covered under this Coverage Document to property of the type covered against under this Coverage Document located within five miles of the Member Location to which access is prohibited.

All claims under this extension for loss, damage or expense arising out of one occurrence shall be adjusted as one loss.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

E. ON PREMISES SERVICES

This Coverage Document covers the actual loss sustained by the Member during the Period of Liability directly resulting from physical loss or damage of the type covered to the following property located on the Member premises:

- 1) Electrical and telecommunications equipment; and
- 2) Electrical, telecommunications, fuel, gas, water, steam, refrigeration and sewerage transmission lines.

F. PROTECTION AND PRESERVATION OF PROPERTY – TIME ELEMENT

This Coverage Document covers the actual loss sustained by the Member for a period of time not to exceed 24 hours before and 24 hours after the Member first taking reasonable action to temporarily protect and preserve property covered by this Coverage Document, if the action is necessary to prevent immediately impending physical loss or damage covered by this Coverage Document at the covered property.

This extension is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

G. RELATED REPORTED VALUES

If reported Time Element values include:

- 1) A location used by the Member but not reported or listed on a schedule under this Coverage Document; and
 - a. A Time Element loss would result at a location; and,

- b. From covered physical loss or damage at a Covered Location;

then this Coverage Document provides coverage for the resulting Time Element loss in accordance with the coverage applicable at the Covered Location.

H. RESEARCH AND DEVELOPMENT

The Gross Earnings coverage is extended to cover the actual loss sustained by the Member for continuing fixed charges and Ordinary Payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the Period of Liability.

The Period of Liability for this Time Element Coverage Extension will be the period from the time of direct physical loss or damage of the type covered by this Coverage Document to the time when the property could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to damage.

I. SERVICE INTERRUPTION TIME ELEMENT

- 1) This Coverage Document covers the actual loss sustained and Extra Expense incurred by the Member during the Period of Service Interruption at Covered Locations when the loss is caused by the interruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of incoming or outgoing sewerage service by reason of physical loss or damage of the type covered against to real and personal property of the type covered to the facilities of the utility supplier (excluding overhead transmission and distribution lines located more than 1,000 feet from a Covered Location) of service located in the Coverage Territory, that immediately prevents in whole or in part the delivery of usable services.
- 2) This extension will apply when the Period of Service Interruption is in excess of the time shown as Waiting Period in Section A.
- 3) As a condition of coverage:
 - a. The Member must immediately notify the suppliers of services of any interruption of services.
 - b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.
- 4) **Period of Service Interruption** means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored and the Location receiving the service could or would have resumed normal operations following the

restorations of service under the same or equivalent physical and operating conditions as provided by the Period of Liability provision of this Section, limited to only those hours during which the Member would or could have used service if it had been available.

4. PERIOD OF LIABILITY

A. The Period of Liability applying to all Time Element Coverage, except Gross Profit and Leasehold Interest, or as otherwise provided under the Time Element Coverage Extensions, is as follows:

- 1) For building and equipment, the period, not to be limited by the expiration of this Coverage Document:
 - a. Starting from the time of physical loss or damage of the type covered against; and
 - b. Ending when with due diligence and dispatch the building and equipment could be:
 - i) Repaired or replaced; and
 - ii) Made ready for operations;

under the same or equivalent physical and operating conditions that existed before the damage.

- 2) For building and equipment under construction:
 - a. The equivalent of the above period of time applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage occurred; and
 - b. Considering the actual experience of the business compiled after completion of the construction and startup.
- 3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Member, the time required with the exercise of due diligence and dispatch:
 - a. To restore stock in process to the same state of manufacture in which it stood at the beginning of the interruption of production or suspension of business operations or services; and
 - b. To replace physically damaged mercantile stock.

This provision does not apply to Loss of Rents.

- 4) For raw materials and supplies, the period of time:
- a. of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
 - b. Limited to that period for which the damaged raw material and supplies would have supplied operating needs.

5) If water:

- a. Used for any manufacturing purpose, including but not limited to as a raw material or for power;
- b. Stored behind dams or in reservoirs; and
- c. On any Covered Location;

is released as the result of physical damage of the type covered against under this Coverage Document to such dam, reservoir or connected equipment, coverage due to inadequate water supply is limited to 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

This provision does not apply to Loss of Rents.

- 6) For physically damaged exposed film, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

This provision does not apply to Loss of Rents.

- 7) For physically damaged or destroyed data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, the time to recreate or restore including the time for researching or engineering lost information.

This item does not apply to Loss of Rents.

If an order of civil authority prohibits access to the Member Location and the order is the direct result of physical damage of the type covered against under this Coverage Document at the Covered Location or within five miles of it, the period of time starting at the time of physical damage, not to exceed the Time Limit provision in Limits of Liability.

- B. The Period of Liability does not include any additional time due to the Member's inability to resume operations for any reason, including:

- 1) Making changes to equipment;
- 2) Making changes to the buildings or structures, except as provided in the Demolition and Increased Cost of Construction provisions; or
- 3) Restaffing or retraining employees.

If two or more Periods of Liability apply, the periods will not be cumulative.

5. TIME ELEMENT EXCLUSIONS

In addition to exclusion elsewhere in this Coverage Document, the following exclusions apply to Time Element loss:

This Coverage Document does not cover:

- A. Any loss during an idle period, including when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
 - 1) Physical loss or damage not covered by this Coverage Document on or off of the Member Location;
 - 2) Planned or rescheduled shutdown;
 - 3) Strikes or other work stoppage; or
 - 4) Any other reason other than physical loss or damage covered by this Coverage Document.
- B. Any increase in loss due to:
 - 1) Suspension, cancellation or lapse of any lease, contract, license or orders;
 - 2) Fines or damages for breach of contract or for late or non-completion of orders;
 - 3) For penalties of any nature; or
 - 4) Any other consequential or remote loss.
- C. Any loss resulting from loss or damage to finished goods manufactured by the Member, nor the time required for their reproduction.

**SECTION D
EQUIPMENT BREAKDOWN**

1. BREAKDOWN IS A COVERED PERIL ON COVERED EQUIPMENT.

2. COVERED EQUIPMENT:

A. **Covered Equipment** means:

- 1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
- 2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
- 3) Communication equipment and computer equipment.

B. Covered Equipment excludes:

- 1) Media;
- 2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- 3) Insulating or refractory material, except the glass lining of any Covered Equipment;
- 4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers code or another appropriate and approved code;
- 5) Catalyst;
- 6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- 7) Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;
- 8) Vehicle, aircraft (aircraft includes but is not limited to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle), self-propelled equipment or floating vessel including any Covered Equipment that is mounted upon or used solely with any one or more vehicle, aircraft, self-propelled equipment or floating vessel;
- 9) Dragline, excavation, or construction equipment including any Covered Equipment that is mounted upon or used solely with any one or more

dragline(s), excavation, or construction equipment;

- 10) Felt, wire screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement; and
- 11) Equipment or any part of such equipment manufactured by the Member for sale.

3. BREAKDOWN

A. **Breakdown** means the direct physical loss, unless the loss or damage is otherwise excluded in the Coverage Document, resulting from one or more of the following items that causes damage to Covered Equipment and necessitates its repair or replacement:

- 1) Failure of pressure or vacuum equipment;
- 2) Mechanical failure including rupture or bursting caused by centrifugal force;
- 3) Electrical failure including arcing;
- 4) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- 5) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- 6) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

B. Breakdown excludes:

- 1) Malfunction including adjustment, alignment, calibration, cleaning or modification;
- 2) Defects, erasures, errors, limitations or viruses in Computer Equipment and programs including the inability to recognize and process any date or time or provide instructions to Covered Equipment;
- 3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- 4) Damage to any vacuum tube, gas tube, or brush;
- 5) Damage to any structure or foundation supporting the Covered Equipment or any of its parts;

- 6) The functioning of any safety or protective device; or
- 7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

4. LIMIT OF LIABILITY:

The Pool will pay up to \$25,000,000 for loss or damage from any One Breakdown. The following sublimits apply unless a higher limit or "Included" is shown on the CCD. Unless indicated on this table, the most the Pool will pay for damage as a direct result of a Breakdown to Covered Equipment is \$50,000. The limits for coverage extensions are part of, not in addition to, the Limit of Liability for Equipment Breakdown shown in the sublimits.

Equipment Breakdown, including	\$25,000,000
Spoilage	\$250,000
Service Interruption	\$1,000,000
Business Income	Included
Extra Expense	\$500,000
Expediting Expense	\$250,000
Hazardous Substance	\$125,000
Ammonia Contamination	\$125,000
Data & Media	\$1,000,000
CFC Refrigerants	\$100,000
Computer Equipment	Included
Water Damage	\$50,000
Consequential Loss	\$50,000

5. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS

A. Spoilage:

- 1) The Pool will pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
 - a. The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
 - b. The Member must own or be legally liable under written contract for the raw materials, property in process or finished products; and
 - c. The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
- 2) The Pool will also pay any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that

otherwise would have been payable under the Coverage Document.

B. Service Interruption:

The Pool will pay for loss resulting from the interruption of utility services provided all of the following conditions are met:

- 1) The interruption is the direct result of a Breakdown to Covered Equipment owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which the Member receives;
- 2) The Covered Equipment is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to the Member premises; and
- 3) The interruption of utility service to the Member premises lasts at least the consecutive period of time shown in the Waiting Period provision of Section A. Once this waiting period is met, coverage will begin at the initial time of the interruption and is subject to all applicable deductibles.

C. Business Income:

- 1) The Pool will pay the Member actual loss of business income that results directly from the necessary total or partial interruption of the Member business caused by a Breakdown.
- 2) The Pool will also pay any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.
- 3) The Pool will consider the actual experience of the Member's business before the loss or damage and the probable experience the Member would have had without the loss or damage in determining the amount of its payment.
- 4) This coverage continues until the date the damaged property is repaired or replaced.

D. Expediting Costs:

The Pool will pay the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to covered property and to expedite the permanent repair or replacement of such damaged property caused by a Breakdown.

This coverage extension does not cover costs:

- 1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

E. Hazardous Substance:

The Pool will pay any Additional Expenses incurred by the Member for the clean-up, repair or replacement or disposal of Covered Property that is damaged, contaminated or polluted by a Hazardous Substance caused by a Breakdown.

As used here, **Additional Expenses** mean the additional cost incurred over and above the amount that the Pool would have paid had no Hazardous Substance been involved with the loss.

F. Ammonia Contamination:

The Pool will pay the spoilage to covered property contaminated by ammonia, including any salvage expense caused by a Breakdown.

G. Water Damage:

The Pool will pay for the damage to covered property by water including any salvage expenses caused by a Breakdown, except no coverage applies to damage resulting from leakage of a sprinkler system or domestic water piping.

H. Consequential Loss:

The Pool will pay the reduction in the value of undamaged Stock parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

I. Data & Media:

The Pool will pay the Member cost to research, replace or restore damaged Data or Media including the cost to reprogram instructions used in any Computer Equipment if the loss is caused by a Breakdown.

J. CFC Refrigerants:

The Pool will pay for the additional cost to repair or replace covered property because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a Breakdown. This means the additional expense to do the least expensive of the following:

- 1) Repair the damaged property and replace any lost CFC refrigerant;
- 2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or

3) Replace the system with one using a non-CFC refrigerant.

K. Computer Equipment:

The Pool will pay for direct damage to Computer Equipment that is damaged by a Breakdown to the equipment.

6. DEFINITIONS RELATING ONLY TO THIS SECTION

A. **Computer Equipment** means covered property that is electronic computer or other electronic Data processing equipment, including Media and peripherals used in conjunction with such equipment.

B. **Data** means

1) Programmed and recorded material stored on Media; and

2) Programming records used for electronic Data processing, or electronically controlled equipment.

C. **Hazardous Substance** means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

D. **Media** means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic Data processing equipment.

E. **One Breakdown** means if an initial Breakdown causes other Breakdowns, all will be considered One Breakdown. All Breakdowns at any one premise that manifest themselves at the same time and are the direct result of the same cause will be considered One Breakdown.

F. **Stock** means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

**SECTION E
LOSS ADJUSTMENT AND SETTLEMENT**

1. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to the Member or as may be directed by the Member. Additional covered interests will also be included in loss payment as their interests may appear when named as additional Member, lender, mortgagee and/or loss payee in the Certificates of Coverage on file with the Pool or named below.

2. CURRENCY FOR LOSS PAYMENT

Losses will be adjusted and paid in the currency of the United States of America.

3. VALUATION

Adjustment of the physical damage loss amount under this Coverage Document will be computed as of the date of loss at the location of the loss, and for no more than the interest of the Member, subject to the following:

- A. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
- B. On finished goods manufactured by the Member, the regular cash selling price at the Location where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- C. On raw materials, supplies and other merchandise not manufactured by the Member:
 - 1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or
 - 2) If not repaired or replaced, the Actual Cash Value.
- D. On property covered under Deferred Payments, the lesser of the:
 - 1) Total amount of unpaid installments less finance charges;
 - 2) Actual Cash Value of the property at the time of loss; or
 - 3) Cost to repair or replace with material of like size, kind and quality.
- E. On Fine Arts articles, the lesser of:
 - 1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
 - 2) Cost to replace the article; or
 - 3) The value, if any, stated on a schedule on file with the Pool.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Pool will be liable for the lesser of the full value of the pair or set or the amount designated on the schedule. The Member agrees to surrender the pair or set to the Pool.

F. On VALUABLE PAPERS & RECORDS AND EDP DATA & MEDIA:

On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

- 1) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer; or
- 2) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

G. On all other Valuable Papers & Records and EDP Data & Media, the lesser of:

- 1) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
- 2) The cost to replace the item; or
- 3) The amount designated for the item on a schedule on file with the Pool.

H. On Mobile Equipment and watercraft (including trailer) less than 27 feet in length, the lesser of the following at the time of the loss:

- 1) The cost to repair;
- 2) The cost to replace the property with new equipment of like kind and quality at the time of loss, if less than or equal to two years of age;
 - a. The cost to repair or replace a trailer that is part of a covered watercraft will not exceed \$1,500.
- 3) The cost to replace the property with equipment of like kind and quality, with proper deduction for obsolescence and physical depreciation, if more than two years of age, but not more than the amount scheduled;
- 4) If not repaired or replaced, the actual cash value; or
- 5) The scheduled value.

I. On historical property, valuation will be based upon the following requirements:

- 1) The Member shall provide written notice to the Pool, which specifically identifies where the property is located, when it was built, its total square footage with an attached appraisal based upon reproduction value that was conducted within five years of the Effective Date of this Coverage Document.
- 2) At the time of loss, the basis of valuation for historical property, when the Member has not complied, will be replacement cost. Where the Member has

complied with the requirements, the basis of valuation will be Reproduction Cost or, if not replaced, at Actual Cash Value.

Reproduction Cost means the cost to repair, rebuild or replace with material of like, kind and quality compatible to those originally used, including the cost of skilled labor and authentic materials necessary to restore the property as nearly as possible to its original condition.

J. On property in transit:

- 1) Property shipped to or for the account of the Member will be valued at actual invoice to the Member, plus accrued costs and charges legally due and the Member commission as selling agent.
- 2) Property sold by the Member and shipped to or for the purchaser's account will be valued at the Member selling invoice amount plus Prepaid or advanced freight costs.
- 3) Property not under invoice will be valued:
 - a. For property of the Member, at the valuation provisions of this Coverage Document applying at the location from which the property is being transported; or
 - b. For other property, at the actual cash market value at the destination point on the date of occurrence;less any charges saved that would have become due and payable upon arrival at destination.

K. On all other property, the loss amount will not exceed the lesser of:

- 1) The cost to repair;
- 2) The cost to rebuild or replace on the same site with new materials of like size, kind and quality;
- 3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
- 4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;
- 5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages or represents an improvement in function and/or forms part of a program of system enhancement;

- 6) The increased cost of demolition, if any, resulting from loss covered by this Coverage Document, if the property is scheduled for demolition;
- 7) The unamortized value of improvements and betterments, if the property is not repaired or replaced at the Member's expense; or
- 8) The Actual Cash Value if the property is:
 - a. Useless to the Member; or
 - b. Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

The Member may elect not to repair or replace the Member's real or personal property lost, damaged or destroyed. The Member may elect loss settlement on the lesser of repair or replacement cost basis if the proceeds of the loss settlement are expended on other capital expenditures related to the Member's operations within two years from the date of loss. As a condition of collecting under this provision, expenditure must be unplanned as of the date of loss and be made at a Covered Location under this Coverage Document.

This provision does not extend to Demolition and Increased Cost of Construction.

4. LOSS CONDITIONS

A. REQUIREMENTS IN CASE OF LOSS

The Member must:

- 1) Give written notice to the Pool of any loss as soon as practicable;
- 2) Protect the property from further loss or damage;
- 3) Promptly separate the damaged and undamaged property; put it in the best possible order, and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, replacement value and amount of loss claimed;
- 4) Give a signed and sworn proof of loss to the Pool within 90 days after the loss, unless that time is extended in writing by the Pool, stating the knowledge and belief of the Member as to:
 - a. The time and origin of the loss;
 - b. The Member interest and that of all others in the property;

- c. The Actual Cash Value and replacement value of each item and the amount of loss to each item, all encumbrances, and all other contracts of coverage, whether valid or not, covering any of the property;
 - d. Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Coverage Document; and
 - e. By whom and for what purpose any location covered by this Coverage Document was occupied on the date of loss, and whether or not it then stood on leased ground;
- 5) Include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged; and
- 6) As often as may be reasonably required by the Pool:
- a. Exhibit to any person designated by the Pool all that remains of any property;
 - b. Submit to examinations under oath by any person designated by the Pool and sign the written records of examinations; and
 - c. Produce for examination at the request of the Pool at such reasonable times and places that may be designated by the Pool or its representative and permit extracts and machine copies to be made:
 - i) All books of accounts, business records, bills, invoices and other vouchers; or
 - ii) Certified copies if originals are lost.

B. POOL OPTION

The Pool has the option to take all or any part of damaged property at the agreed or appraised value. The Pool must give notice to the Member of its intention to do so not later than 30 days after receipt of proof of loss.

C. ABANDONMENT

The Member may not abandon any property to the Pool.

D. SUBROGATION

The Member is required to cooperate in any subrogation proceedings. The Pool may require from the Member an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Pool payment.

Any recovery from subrogation proceedings, less costs incurred by the Pool in such proceedings, will be payable to the Member in the proportion that the amount of the following bears to the entire provable loss amount:

- 1) Any applicable deductible; and
- 2) Any provable uncovered loss.

E. APPRAISAL

The appraisal process is available to determine the value of a covered loss, but is not available to determine whether a loss is covered. If the Member and the Pool fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser, but only after:

- 1) The Member has fully complied with all provisions of this Coverage Document, including Requirements In Case of Loss; and
- 2) The Pool has received a signed and sworn proof of loss from the Member.

Each will notify the other of the appraiser selected within 30 days of the demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days after their selection, the Member and the Pool shall jointly move to have an umpire selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item, and will state separately the Actual Cash Value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for Time Element loss, the amount of loss for each Time Element coverage of this Coverage Document.

If the appraisers fail to agree, they will submit their differences to the umpire. The umpire will review the appraisals prepared by the appraisers selected by the Member and the Pool and will inspect the property prior to preparing his appraisal. The appraisers for the Member and the Pool will be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire will identify each item of physical loss or damage and shall appraise the amount of the loss for each item. The umpire's appraisal will include a detailed breakdown of the costs necessary to repair or replace the item and state separately the Actual Cash Value and replacement cost value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the Coverage Document, and may be reduced by the

application of a deductible.

The Member and the Pool will each:

- 1) Pay its chosen appraiser; and
- 2) Bear equally the other expenses of the appraisal and umpire.

A demand for appraisal does not relieve the Member of its continuing obligation to comply with the terms and conditions of this Coverage Document, including the Requirements In Case of Loss.

The Pool does not waive any of its rights by any act relating to appraisal.

F. SUIT AGAINST THE POOL

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following adjudication procedures are satisfied:

- 1) As a condition precedent to filing suit, the Member has fully complied with all the provisions of this Coverage Document, including providing proof of loss;
- 2) As a condition precedent to filing suit, the Member must attend at least a one-day mediation before a mutually agreeable mediator, unless this provision is waived by both Member and the Pool in writing;
- 3) Any suit against the Pool arising from a claim or loss must be filed within 12 months of the date the Pool takes its final action with respect to the claim or loss. If under the coverage laws of the jurisdiction in which the property is located, such 12 months' limitation is invalid, then the legal action needs to be started within the shortest limit of time permitted by law.
- 4) Any suit, action or proceeding against the Pool must be brought in District Court in Travis County, Texas.

Nothing in this Coverage Document is intended to waive any immunity of either Member or the Pool.

5. SETTLEMENT OF CLAIMS

The amount of loss, except for Accounts Receivable coverage, for which the Pool may be liable will be paid after:

- A. Proof of loss is received by the Pool; and
- B. When a resolution of the amount of loss is made either by:

- 1) Written agreement between the Member and the Pool; or
- 2) The filing with the Pool of an award as provided in the Appraisal provisions of this Section.

6. COLLECTION FROM OTHERS

The Pool will not be liable for any loss to the extent that the Member has collected such loss from others.

7. PARTIAL PAYMENT OF LOSS SETTLEMENT

If a loss occurs that the Pool has determined is a covered loss or damage under this Coverage Document in excess of the applicable Coverage Document deductible, the Pool will advance mutually agreed upon partial payment on the Member loss or damage, subject to the Coverage Document's provisions. To obtain partial payments, the Member will submit a signed and sworn proof of loss with adequate supporting documentation.

8. JURISDICTION

This Coverage Document will be governed by United States of America Law. Any disputes arising hereunder will be exclusively subject to United States of America jurisdiction

SECTION F CRIME COVERAGE

Terms, conditions and definitions below may vary from the terms, conditions and definitions set forth in Sections A, B, C, D, E and G. To the extent terms and definitions between Sections A, B, C, D, E and G and this Section F, Crime Coverage, conflict, for purposes of a an act, event, or series of acts or events triggering Crime Coverage, the terms and definitions under Section F, Crime Coverage, control.

1. CRIME GENERAL PROVISIONS

A. GENERAL DEFINITIONS

- 1) **Employee** means:
 - a. An appointed or elected official of a Member;
 - b. Any natural person:
 - (i) While in the Member's service (and for 30 days after termination of service); and
 - (ii) Whom the Member compensates directly by salary, wages or commissions; and

- (iii) Whom the Member has the right to direct and control while performing services for the Member; or
- c. Any natural person employed by an employment contractor while that person is subject to the Member's direction and control and performing services for the Member excluding, however, any such person while having care and custody of property outside the premises.
- d. Volunteers, but only while performing duties related to the conduct of the Member's business.

But Employee does not mean any:

- a. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - b. Trustee except while performing acts coming within the scope of the usual duties of an Employee.
- 2) **Employee Dishonesty** means only dishonest acts committed by an Employee, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
- a. Cause the Member to sustain loss; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other Employee benefits earned in the normal cause of employment) for the employee or any person or organization other than the employing political subdivisions, intended by the Employee to receive that benefit.
- 3) **Money** means:
- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and Money orders held for sale to the public.
4. **Property Other Than Money and Securities** means any tangible property other than Money and Securities that has intrinsic value but does not include any property listed in any Coverage as Property Not Covered.

5. **Securities** means negotiable and non-negotiable instruments or contracts representing either Money or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Member; but does not include Money.

B. GENERAL EXCLUSIONS

In addition to exclusions set forth in other Sections of this Coverage Document, the Pool will not pay for loss as specified below:

- 1) Indirect Loss: Loss that is an indirect result of any act or Occurrence covered by this Coverage Document including, but not limited to, loss resulting from:
 - a. The Member's inability to realize income that the Member would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which the Member is legally liable. But, the Pool will pay compensatory damages arising directly from a loss covered hereunder.
 - c. Payment of costs, fees or other expenses the Member incurs in establishing either the existence or the amount of loss hereunder.
- 2) Legal Expenses: Expenses related to any legal action.

C. GENERAL CRIME CONDITIONS

- 1) Consolidation - Merger: If any additional persons become Employees after the inception date of this Coverage Document, any coverage afforded for Employees also applies to those additional Employees.
- 2) Discovery Period for Loss: The Pool will pay only for covered loss discovered no later than one year from the end of the policy period.
- 3) Joint Member
 - a. If more than one Member is named in the CCD, the first named Member will act for itself and for every other Member for all purposes of this coverage. If the first named Member ceases to be covered, then the next named Member will become the first named Member.

- b. If any Member or official of that Member has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Member.
 - c. An Employee of any Member is considered to be an Employee of every Member.
 - d. If this Coverage Document or any of its coverages are cancelled or terminated as to any Member, loss sustained by that Member is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. The Pool will not pay more for loss sustained by more than one Member than the amount the Pool would pay if all the loss had been sustained by one Member.
- 4) Loss Covered Under More Than One Coverage of This Coverage Document:
- If two or more Coverages of this Coverage Document apply to the same loss, the Pool will pay the lesser of the actual amount of loss up to limit as stated on the CCD.
- 5) Loss Sustained During Prior Coverage or Insurance
- a. If the Member, or any predecessor in interest, sustained loss during the period of any prior coverage that the Member or any predecessor in interest could have recovered under that coverage or insurance except that the time within which to discover loss had expired, the Pool will pay for it under this coverage, provided;
 - (i) This coverage became effective at the time of cancellation or termination of the prior coverage; and
 - (ii) This loss would have been covered by this coverage had it been in effect when the acts or events causing the loss were committed or occurred.
 - b. The coverage under this Condition is part of, not in addition to, the Limits of Liability applying to this coverage and is limited to the lesser of the amount recoverable under:
 - (i) This coverage as of its effective date; or
 - (ii) The prior coverage or insurance had it remained in effect.

6) Loss Covered Under This Coverage and Prior Coverage or Insurance Issued by the Pool or any Affiliate

If any loss is covered:

- a. Partly by this coverage; and
- b. Partly by any prior cancelled or terminated coverage or insurance that the Pool or any affiliate had issued to the Member or any predecessor in interest;

the most the Pool will pay is the larger of the amount recoverable under this coverage or the prior coverage or insurance.

7) Non-Cumulation of Limits of Liability

Regardless of the number of years this coverage remains in force or the number of Contributions paid, no Limits of Liability cumulates from year to year or period to period.

8) Other Coverage, Bonds or Insurance

This coverage does not apply to loss recoverable or recovered under other coverage, bonds, insurance or indemnity. However, if the limit of the other coverage, bonds, insurance or indemnity is insufficient to cover the entire amount of the loss, this coverage will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other coverage, bonds, insurance or indemnity, but not for more than the Limits of Liability.

9) Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered hereunder will be distributed as follows:
 - (i) To the Member, until the Member is reimbursed for any loss that the Member sustains that exceeds the Limits of Liability and the deductible amount, if any;
 - (ii) Then to the Pool, until the Pool is reimbursed for the settlement made;
 - (iii) Then to the Member, until the Member is reimbursed for that part of the loss equal to the deductible amount, if any.
- b. Recoveries do not include any recovery;
 - (i) From insurance, suretyship, reinsurance, security or indemnity taken

for the Pool's benefit; or

(ii) Of original Securities after duplicates of them have been issued.

10) Valuation – Settlement

a. Subject to the applicable Limits of Liability provision, the Pool will pay for:

(i) Loss of Money but only up to and including its face value. The Pool may, at the Pool's option, pay for loss of Money issued by any country other than the United States of America:

(a) At face value in the Money issued by that country; or

(b) In the United States of America dollar equivalent on the day the loss was discovered.

(ii) Loss of Securities but only up to and including their value at the close of business on the day the loss was discovered. The Pool may, at the Pool's option:

(a) Pay the value of such Securities or replace them in kind, in which event the Member must assign to the Pool all the Member's rights, title and interest in and to those Securities;

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the Securities. However, the Pool will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

1. Value of the Securities at the close of business on the day the loss was discovered; or

2. Limit of Liability.

2. COVERAGE PROVIDED

A. EMPLOYEE DISHONESTY COVERAGE

The Pool will pay for loss of and loss from damage to Covered Property resulting directly from the Covered Cause of Loss.

1) Covered Property: Money, Securities, and property other than Money and Securities.

2) Covered Cause of Loss:

- a. Employee Dishonesty
- b. Failure of any Employee to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

3) Coverage Extension and Limitation

Employees Temporarily Outside Coverage Territory: The Pool will pay for loss caused by any Employee while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

4) Additional Exclusions, Conditions, and Definitions:

In addition, this Employee Dishonesty Coverage is subject to the following:

- a. Additional Exclusions: The Pool will not pay for loss or damages as specified below:
 - (i) Employee Cancelled Under Prior Coverage or Insurance: loss caused by any Employee for whom similar prior coverage or insurance has been cancelled and not reinstated since the last such cancellation.
 - (ii) Inventory Shortages: loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
 - (iii) Damages: damages for which the Member is legally liable as a result of:
 - (a) The deprivation or violation of the civil rights of any person by an Employee; or
 - (b) The tortious conduct of an Employee, except conversion of property of other parties held by the Member in any capacity.
 - (iv) Depository Failure: Loss resulting from the failure of any entity acting as a depository for the Member's property or property for which the Member is responsible.

b. Additional Conditions:

(i) The Member must give the Pool notice as soon as possible of any loss of the type covered under this Coverage even though it falls entirely within the deductible amount.

(ii) Cancellation As To Any Employee:

This coverage is cancelled as to any Employee:

(a) Immediately upon discovery by the Member or any official or Employee authorized to manage, govern or control the Member's Employees, of any act on the part of an Employee whether before or after becoming employed by the Member which would constitute a loss covered under the terms of this Coverage.

(b) On the date specified in a notice mailed to the Member. That date will be at least 60 days after the date of mailing.

The mailing of notice to the Member at the last mailing address known to the Pool will be sufficient proof of notice. Delivery of notice is the same as mailing.

(iii) Sole Benefit: This coverage is for the Member's sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than the Member.

(iv) Indemnification: The Pool will indemnify any of the Member's officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

c. Additional Definitions

(i) **Occurrence** means all loss caused by, or involving, one or more Employees, whether the result of a single act or series of acts.

B. FORGERY OR ALTERATION COVERAGE

The Pool will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

- 1) Covered Instruments: Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in Money that are:
 - a. Made or drawn by or drawn upon the Member;
 - b. Made or drawn by one acting as the Member's agent; or
 - c. That are purported to have been so made or drawn.

- 2) Covered Causes of Loss: Forgery or alteration of, on or in any covered Instrument.

- 3) Coverage Extension

Legal Expenses: If the Member is sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and the Member has the Pool's written consent to defend against the suit, the Pool will pay for any reasonable legal expenses that the Member incurs and pay in that defense. The amount the Pool will pay under this extension is in addition to the Limits of Liability applicable to this coverage.

- 4) Deductible

The Pool will not pay for loss in any one Occurrence unless the amount of loss exceeds the deductible amount shown in the CCD. The Pool will then pay the amount of loss in excess of the deductible amount, up to the Limits of Liability. This provision does not apply to legal expenses paid under the Coverage Extension.

- 5) Additional Exclusions, Conditions and Definitions

In addition to the provisions in the Crime General Provisions, this Coverage is also subject to the following:

- a. Additional Exclusion

Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives

(i) Whether acting alone or in collusion with other persons; or

(ii) Whether while performing services for the Member or otherwise.

b. Additional Conditions

- (i) Facsimile Signatures: The Pool will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- (ii) General Amendment: As respects this Coverage, the words Covered Property in the Crime General Provisions mean Covered Instruments.
- (iii) Proof of Loss: The Member must include with the Member's proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- (iv) Territory: The Pool will cover loss the Member sustains anywhere in the world. The Territory General Condition does not apply to this Forgery or Alteration Coverage.

c. Additional Definition

Occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

C. THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE

The Pool will pay for loss of Covered Property resulting directly from the Coverage Causes of Loss.

1) Inside the Premises

- a. Covered Property: Money and Securities inside the Premises or a Banking Premises
- b. Covered Causes of Loss: Theft, Disappearance, Destruction
- c. Coverage Extensions
 - (i) Containers of Covered Property: The Pool will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the Premises resulting directly from an actual or attempted theft of or unlawful entry into those containers.
 - (ii) Premises Damage: The Pool will pay for loss from damage to the Premises or its exterior resulting directly from an actual or attempted Theft of Covered Property if the Member is the owner of the Premises or is liable for damage to it.

2) Outside the Premises

- a. Covered Property: Money and Securities outside the Premises in the care and custody of a Messenger.
- b. Covered Causes of Loss: Theft, Disappearance, and Destruction

3) Coverage Extension

Conveyance of Property by Armored Motor Vehicle Company: The Pool will pay for loss of Covered Property resulting directly from the Covered Causes of Loss while outside the Premises in the care and custody of an armored motor vehicle company.

But, the Pool will pay only for the amount of loss that the Member cannot recover:

- a. Under the Member's contract with the armored motor vehicle company; and
- b. From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

4) Additional Exclusions, Conditions and Definitions

In addition to the provisions in the Crime General Provisions, this Theft, Disappearance and Destruction Coverage is subject to the following:

- a. Additional Exclusions: The Pool will not pay for loss as specified below:
 - (i) Loss resulting from accounting or arithmetical errors or omissions.
 - (ii) Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives
 - (a) Acting alone or in collusion with other persons; or
 - (b) While performing services for the Member or otherwise.
 - (iii) Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - (iv) Loss from damage to the Premises resulting from fire, however caused.
 - (v) Loss of property contained in any Money Operated Device unless the amount of Money deposited in it is recorded by a continuous

recording instrument in the device.

(vi) Loss of property after it has been transferred or surrendered to a person or place outside the Premises or Banking premises:

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do bodily harm to any person or damage to any property

But, this exclusion does not apply to loss of Covered Property while outside the Premises or Banking Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(vii) Loss from damage to the Premises or its exterior or to containers of Covered Property by vandalism or malicious mischief.

(viii) Loss resulting from the Member, or anyone acting on the Member's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition

Duties in the Event of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

c. Additional Definitions

(i) **Banking Premises** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

(ii) **Messenger** means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) **Occurrence** means an act or series of related acts involving one or more persons; or, an act, event, or a series of related acts or events not involving any person.

(iv) **Premises** means the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) **Theft** means any act of stealing.

D. ROBBERY AND SAFE BURGLARY COVERAGE

The Pool will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

1) Inside the Premises

a. Robbery of a Custodian

- (i) Covered Property: Property other than Money and Securities inside the Premises in the care and custody of a Custodian.
- (ii) Property not Covered: Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them.

But, the Pool will pay only for the amount of loss the Member cannot recover:

- (i) Under the Member's contract with an armored motor vehicle company or other commercial carrier; and
- (ii) From any insurance or indemnity carried by, or for the benefit of customers of the armored motor vehicle company.

2) Additional Exclusions, Conditions and Definitions: In addition, this Robbery and Safe Burglary Coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

- (i) Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives, whether acting alone or in collusion with other persons, or while performing services for the Member or otherwise.
- (ii) Loss resulting from fire, however caused, except loss from damage to a safe or a vault.
- (iii) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the Premises on the basis of unauthorized instructions or as a result of threat to do bodily harm to any person or damage to any property.

But, this exclusion does not apply to loss of Covered Property while outside the Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or, had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(iv) Loss from damage to any property by vandalism or malicious mischief.

b. Additional Conditions

(i) Duties in the Events of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

(ii) Special Limit of Coverage for Specified Property: The Pool will only pay up to \$1,000 for any one Occurrence of loss of, and loss from damage to:

(a) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(b) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

c. Additional Definitions

(i) **Custodian** means the Member or any Employee while having care and custody of the property inside the Premises, excluding any person while acting as a Watchperson or janitor.

(ii) **Messenger** means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) **Occurrence** means an act or series of related acts involving one or more persons or an act or event, or a series of related acts or events not involving any person.

(iv) **Premises** mean the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) **Robbery** means the taking of property from the care and custody of a person by one who has:

(a) Caused or threatened to cause that person bodily harm; or

(b) Committed an obviously unlawful act witnessed by that person.

(vi) **Safe Burglary** means the taking of:

(a) Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, and

(b) A safe or vault from inside the Premises.

(vii) **Watchperson** means any person the Member retains specifically to have care and custody of property inside the Premises and who has no other duties.

E. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD COVERAGE

1) Computer Fraud

The Pool will pay for loss of or damage to Money, Securities and other property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the premises or Banking Premises

- a. to a person (other than a Messenger) outside those premises; or
- b. to a place outside those premises.

2) Exclusions: This Computer and Funds Transfer Fraud Coverage, does not apply to:

- a. Credit Card Transactions. Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards or the information contained on the cards.
- b. Inventory Shortages. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation

3) Funds Transfer Fraud

The Pool will pay for loss of Funds resulting directly from a Fraudulent Instruction directing a financial institution to transfer, pay or deliver Funds from the Member's Transfer Account.

4) Additional Definitions:

- a. **Fraudulent Instruction** means:
 - (i) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by the Member, but which was in fact fraudulently transmitted by someone else without the Member's knowledge or consent;
 - (ii) A written instruction (other than those described in Coverage B,

Forgery or Alteration Coverage, Section A) issued by the Member, which was forged or altered by someone other than the Member without the Member's knowledge or consent, or which purports to have been issued by the Member, but was in fact fraudulently issued without the Member's knowledge or consent; or

(iii) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the Member which purports to have been transmitted by an Employee but which was in fact fraudulently transmitted by someone else without the Member's or the Employee's knowledge or consent.

b. **Funds** means Money and Securities.

c. **Transfer Account** means an account maintained by the Member at a financial institution from which the Member can initiate the transfer, payment or delivery of Funds:

(i) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic Funds transfer system; or

(ii) By means of written instructions (other than those described in Coverage B, Forgery or Alteration Coverage, Section A) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic Funds transfer system.

d. **Occurrence** means:

(i) An individual act or event;

(ii) The combined total of all separate acts or events whether or not related;
or

(iii) A series of acts or events whether or not related;

Committed by a person acting alone or in collusion with the other persons, or not committed by any person during the Current Agreement Period in the Coverage Document and CCD, before such Current Agreement Period or both.

F. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE

1) Coverage

The Pool will pay for loss due to the acquisition of Covered Property resulting directly from the Covered Cause of Loss.

- a. Covered Property:
 - (i) Money orders, including counterfeit Money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank; and
 - (ii) Counterfeit United States or Canadian paper currency.
- b. Covered Cause of Loss
Acceptance in good faith, in exchange for merchandise, Money or services, of:
 - (i) Any money order that is not paid upon presentation; and
 - (ii) Counterfeit United States or Canadian paper currency;
that is acquired during the regular course of business.

2) Additional Exclusions, Conditions and Definitions

In addition to the provision in the Crime General Provisions, this Coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Acts of Employees, Directors, Trustees or Representatives

Loss resulting from any dishonest or criminal act committed by any of your Employees, directors, trustees or authorized representatives:

(a) Acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(ii) Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iii) Voluntary Parting of Title or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition

Duties In The Event of Loss: If you have any reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the law enforcement

c. Additional Definition

Occurrence means an:

- (i) Act or series of related acts involving one or more persons: or
- (ii) Act or event, or series of related acts or events not involving any person.

SECTION G
GENERAL PROVISIONS

1. CANCELLATION

This Coverage Document may be:

- A. Cancelled at any time at the request of the Member by surrendering this Coverage Document to the Pool or by giving written notice to the Pool stating when the cancellation will take effect; or
- B. Cancelled by the Pool by giving the Member not less than:
 - 1) Sixty days written notice of cancellation; or
 - 2) Ten days written notice of cancellation if the Member fails to remit, when due, contribution for this Coverage Document.

Return of any unearned contribution will be calculated on the customary short rate basis if the Member cancels and on a pro-rata basis if the Pool cancels this Coverage Document. Return of any unearned contribution will be made by the Pool as soon as practicable.

2. INSPECTIONS

The Pool, at all reasonable times, will be permitted, but will not have the duty, to inspect covered property. The Pool's:

- A. Right to make inspections;
- B. Making of inspections; or

C. Analysis, advice or inspection report;

will not constitute an undertaking, on behalf of or for the benefit of the Member or others, to determine or warrant that the Member's property is safe or healthful. This Pool will have no liability to the Member or any other person because of any inspection or failure to inspect.

The Member is responsible for assuring that jurisdictional inspections are performed as required, and to assure that required jurisdictional Operating Certificates are current for their pressure equipment.

3. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS

A. If the provisions of this Coverage Document conflict with the laws of any jurisdiction in which this Coverage Document applies, and if certain provisions are required by law to be stated in this Coverage Document, this Coverage Document will be read so as to eliminate the conflict or deemed to include the provisions for Covered Locations within the jurisdiction.

B. The Pool will provide to the Member copies of endorsements mandated for use by the laws of states in the United States of America. The endorsements may modify this Coverage Document with respect to any covered property located in the state in which the endorsement applies.

4. MISREPRESENTATION AND FRAUD

This Coverage Document will be void in entirety if, whether before or after a loss, a Member has:

A. Willfully concealed or misrepresented any material fact or circumstance concerning this coverage, covered property, any coverage claim, or the interest of a Member;

B. Made any attempt to defraud the Pool; or

C. Made any false swearing.

5. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

A. The Pool will pay for loss to specified property covered under this Coverage Document to each specified Lender Loss Payee (Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon covered property, in order of precedence of the mortgages.

B. The interest of the Lender or Mortgagee (as the case may be. in property covered under this Coverage Document will not be invalidated by:

- 1) Any act or neglect of the debtor, mortgagor, or owner (as the case may be. of the property;
- 2) Foreclosure, notice of sale, or similar proceedings with respect to the property;
- 3) Change in the title or ownership of the property; or
- 4) Change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Pool of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Pool, may pay the additional contributions associated with the known change. If the Lender or Mortgagee fails to pay the increased contribution, all coverage under this Coverage Document will cease.

- C. If this Coverage is cancelled at the request of the Member, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Pool sends to the Lender or Mortgagee written notice of cancellation, unless:
 - 1) Sooner terminated by authorization, consent, approval, acceptance, or ratification of the Member's action by the Lender or Mortgagee, or its agent.
 - 2) This Coverage is replaced by the Member, with a coverage document or policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Coverage Document with respect to such interest will terminate as of the effective date of the replacement coverage document or policy, notwithstanding any other provision of this Coverage Document.
- D. The Pool may cancel this Coverage and the interest of the Lender or Mortgagee under this Coverage Document, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the Member has failed to pay any contribution due under this Coverage Document, the Pool may cancel this Coverage Document for non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the contribution due by the specified cancellation date, all coverage under this Coverage Document will cease.
- E. The Pool has the right to invoke this Coverage Document's Suspension provision. The suspension of coverage will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Pool will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.
- F. If the Pool pays the Lender or Mortgagee for any loss, and denies payment to the Member, the Pool will, to the extent of the payment made to the Lender or

Mortgagee, be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Pool may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Pool, and the remaining debt or mortgage will be paid to the Pool.

- G. If the Member fails to render proof of loss, the Lender or Mortgagee, upon notice of the Member's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Coverage Document relating to Appraisal, Settlement of Claims, and Suit Against the Pool.
- H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Coverage Document by agreement in writing.

6. OTHER COVERAGE

- A. If there is any other coverage that would apply in the absence of this Coverage Document, this Coverage Document will apply only after such coverage whether collectible or not. However, such coverage is allowed to act as a deductible buyback including National Flood Insurance Program coverage for Flood.
- B. The Member is permitted to have other coverage over any limits or sublimits of liability specified elsewhere in this Document without prejudice to this Coverage Document. The existence of any other coverage will not reduce any limit or sublimit of liability in this Coverage Document. Any other coverage that would have provided primary coverage in the absence of this Coverage Document will not be considered excess.
- C. The Member is permitted to have other coverage for all, or any part, of any deductible in this Coverage Document. The existence of other coverage will not prejudice recovery under this Coverage Document. If the limits of liability of other coverage are greater than this Coverage Document applicable deductible, this Coverage Document coverage will apply only after the other coverage has been exhausted.
- D. If this Coverage Document is deemed to contribute with other coverage, the limit of liability applicable at each Location, for purposes of the contribution with other insurers, will be the latest amount described in this Coverage Document or the latest Location value on file with the Pool.

7. COVERAGE MODIFICATION

This Coverage Document contains all of the agreements between the Member and the Pool concerning this coverage. The Member and the Pool may request changes to this Coverage Document. This Coverage Document can be changed only by endorsements issued by the Pool and made a part of this Coverage Document. The

Member is also bound by the terms of the Interlocal Participation Agreement with the Pool.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

- A. Create a waiver, or change any part of this Coverage Document; or
- B. Prevent the Pool from asserting any rights under the provisions of this Coverage Document.

8. REDUCTION BY LOSS

Claims paid under this Coverage Document will not reduce its limit of liability, except claims paid will reduce any Coverage Period Aggregate Limit of Liability.

9. SUSPENSION

On discovery of a dangerous condition, this Pool may immediately suspend Equipment Breakdown coverage on any machine, vessel or part by giving written notice to the Member. The suspended coverage may be reinstated by the Pool. Any unearned contribution resulting from a suspension will be returned by the Pool.

10. TITLES

The titles in this Coverage Document are only for reference. The titles do not in any way affect the provisions of this Coverage Document.

MOLD/FUNGUS EXCLUSION ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to exclude coverage for Mold and Fungus loss, as described in this section.

The Pool is not liable for any loss or damage in the form of, caused by, arising out of, contributed to, or resulting from Fungus, Mold, bacteria, mildew or yeast, or any spores or toxins created or produced by or emanating from Fungus, Mold, mildew or yeast regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Definitions applicable to this endorsement:

1. **Fungus** includes any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including Mold, rusts, mildews, smuts and mushrooms.
2. **Mold** includes any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce Mold.
3. **Spores** means any dormant or reproductive body produced by or arising or emanating out of any Fungus, Mold, mildew, plants, organisms or microorganisms.

This exclusion does not apply to any loss or damage in the form of, caused by, contributed to or resulting from Fungus, Mold, mildew or yeast, or any spores or toxins created or produced by or emanating from Fungus, Mold, bacteria, mildew or yeast which the Member establishes is a direct result of a Flood, Earthquake, fire, Named Storm, wind driven water, lightning, explosion, tornado, vehicle impact, falling aircraft, or hail, provided that the Fungus, Mold, mildew or yeast loss or damage is reported to the Pool within 12 months from the date of the loss.

A \$1,000,000 per occurrence and annual aggregate limit of liability applies to coverage provided by this endorsement.

This exclusion does not apply to Valuable Papers & Records and EDP Media.

ASBESTOS EXCLUSION ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to exclude Asbestos loss coverage, as described in this section.

This Coverage Document excludes:

1. Asbestos material defects, treatment, abatements or removal, unless the asbestos itself is damaged by a covered peril and then only as to the physical portion of asbestos material damaged by that peril;
2. Regardless of cause, any sum relating to:
 - A. Health hazard from asbestos;
 - B. Treatment, abatement or repair of asbestos material that has become friable; or
 - C. Demolition, increased cost of reconstruction, removal or any type of cost or loss arising from the enforcement of or compliance with any law or ordinance regulating asbestos material; or
3. Any governmental requirement relating to asbestos material present in or part of any portion of Member Property that was not damaged by a covered peril during the Coverage Period and can no longer be used where installed.

SAMPLE

CHEMICAL, BIOLOGICAL & RADIOLOGICAL EXPOSURES EXCLUSION ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to exclude Chemical, Biological & Radiological Exposures loss coverage, as described in this section.

1. This Coverage Document does not cover any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
 - A. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence; or
 - B. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence.
2. In any action, suit or other proceeding where the Pool alleges that, by reason of either of the provisions above, some or all loss or damage is not covered by this Coverage Document, the Member has the burden of proving that the loss or damage is not excluded.

GREEN ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to extend coverage related to LEED Certification, as described in this section.

The coverage and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real or personal property is caused by any of the perils covered by the Coverage Document and replacement cost valuation applies.

This coverage does not apply to: (1) personal property of others in the Member's care, custody, and control; (2) leased personal property; or (3) finished or unfinished stock.

This endorsement does not increase or change the per Occurrence Limit of Liability shown in the CCD or the annual aggregate for specified perils.

1. Notwithstanding the Valuation provision of this Coverage Document or Limits of Liability applicable to specific locations or perils, if replacement cost valuation applies to real and personal property, then the Pool's liability for loss applicable to this endorsement is the cost to repair or replace the covered damaged property, subject to the applicable Limit of Liability, plus the lesser of the following amounts:
 - A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED® Certified Coverage or as described in Coverage Section B - LEED® Certified Coverage below, whichever is applicable; or
 - B. An additional 25% of the applicable limit of liability for the building and business personal property shown in the property schedule or appraisal to upgrade to green; or
 - C. \$1,000,000 to upgrade to green.

At the Member's sole discretion, the Member may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Pool will adjust the claim in accordance with the standard provisions of the Coverage Document, as modified by all other applicable endorsements.

Subject to the lesser of A., B., or C. above, if necessary, the period of recovery shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

2. COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE

If direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is not LEED certified at the time of the loss, or to the personal property within the building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Personal Property

- 1) Appliances or Office Equipment with products of like kind and quality that have been identified as ENERGY STAR® or equivalent products of energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.
- 2) Systems Furniture or Seating, with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

B. Loss Settlement for a Building

1) Interior Finish Materials Upgrade

- a. Lower Emissions Products Upgrade Coverage
Defined Building Materials with products of like kind and quality that have Lower Emissions. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.
- b. Environmentally Preferable Products Upgrade Coverage
Interior wood, carpeting and flooring with products of like kind and quality that have Lower Emissions, are Sustainably Produced, are Rapidly Renewable or include Recycled Content. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

2) Interior Plumbing Systems Upgrade Coverage

Interior plumbing fixtures including, but not limited to, toilets, shower heads and lavatory faucets with products of like kind and quality that are more Water Efficient. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Pool will also pay to install occupant sensors to reduce the potable water demand.

3) Lighting Systems Upgrade Coverage

Lighting systems, with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. The Pool will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

4) Efficient Heating and Cooling Equipment Upgrade Coverage

Heating and cooling equipment with products of like kind and quality that have

been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

5) Building Reconstruction Following Total Loss

- a. Solely with respect to a Total Loss to a building, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.
- b. Certification Expenses
 - (i) The Pool will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Insured incurs should the Insured decide to seek LEED Silver certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.
 - (ii) The sublimit for this coverage is \$25,000.

3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverage provided in Coverage Section A of this endorsement (with the exception of 2.B. (5) Building Reconstruction Following a Total Loss) and if direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is LEED certified at the time of the loss, or to the personal property in such building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs

- 1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the Coverage Document to the contrary, trees and shrubs are Covered Property. The sublimit for this coverage is \$3,000 per tree or \$3,000 per shrub up to a maximum of \$25,000.
- 2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the Coverage Document to the contrary, vegetative roofs are Covered Property.

B. Loss Settlement for a Building

1) Recertification Expenses

- a. In the event of direct physical loss or damage by any of the perils covered

by the Coverage Document that necessitates recertification of the damaged building, the Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs as a result of the recertification process.

b. The sublimit for this coverage is \$25,000.

2) Building Reconstruction Following Total Loss

a. Solely with respect to a Total Loss to a building that is LEED certified at the time of the loss, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.

b. Certification Expenses

(i) The Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs should the Member decide to seek LEED certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

(ii) The sublimit for this coverage is \$25,000.

4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by any of the perils covered by the Coverage Document to a LEED or Non-LEED certified building:

A. Recycling Expenses

- 1) The Pool will pay the Member's expenses to clean-up, sort, segregate, and transport debris from the Member's damaged building to recycling facilities, if such debris can be recycled.
- 2) The sublimit for this coverage is \$25,000 and is in addition to the debris removal expense sublimit provided by the Coverage Document, if any.
- 3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space

- 1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system

(Construction IAQ), the Pool will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.

- 2) After the two week period of increased outdoor air ventilation of the reconstructed space, the Pool will pay to replace the filtration media with new media.
- 3) The sublimit for this coverage is \$25,000.

C. Professional Services

The Pool will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The sublimit for this coverage is \$50,000.

D. Building Commissioning Expenses

- 1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the Coverage Document which necessitates the commissioning or re-commissioning of those systems, the Pool will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.
- 2) The sublimit for this coverage is \$25,000.

5. Additional Definitions

- A. **Appliances** mean products including dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.
- B. **Defined Building Materials** means: (1) all carpet and floor coverings, including adhesives to affix them to the floor; (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, and sealants; and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.
- C. **ENERGY STAR** means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.
- D. **Heating and Cooling Equipment** means products including heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.

E. **Lower emissions** means:

- 1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;
- 2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;
- 3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and
- 4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF, plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea- formaldehyde resins.

F. **Office Equipment** means electronic products including desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

G. **Recycled Content** means those products that contain at least 20% post-consumer recycled content.

H. **Rapidly Renewable** means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.

I. **Seating** means task and guest chairs used with System Furniture.

J. **Sustainably Produced** means those products certified by the Forest Stewardship Council (FSC).

K. **System Furniture** means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

L. **Total Loss** means:

- 1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab; or
- 2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.

M. **Water Efficient** means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

SAMPLE

Commissioners Court - Regular Session

44.

Meeting Date: 09/13/2016

Sheriff's Office Budget Amendment 09-13-2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office.

Background

The state reimburses the Sheriff's Office for inmate transports to the state jail facility. The amendment is to recognize the additional reimbursements received in FY16.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370513	TDC Transport Reimbursement	\$5,392.73

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 10:36 AM

Started On: 09/08/2016 08:52 AM

Commissioners Court - Regular Session

45.

Meeting Date: 09/13/2016

Sheriff's Office Budget Amendment 09-13-2016

Submitted For: Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Background

The state reimburses the Sheriff's Office for inmate transports to the state jail facility. The amendment is to recognize the additional expenditures for the transport of inmates.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.004231	Travel	\$5,392.73

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 10:36 AM

Started On: 09/08/2016 08:58 AM

Commissioners Court - Regular Session

46.

Meeting Date: 09/13/2016

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Fiji
- e) Leander Medical Center
- f) Project Monkey

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 10:36 AM

Started On: 09/08/2016 09:52 AM

Commissioners Court - Regular Session

47.

Meeting Date: 09/13/2016

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss proposed acquisition of property for right-of-way for SH 195
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: SW Bypass
- f) Discuss the acquisition of real property: Neenah Blvd.
- g) Discuss the acquisition of real property: CR 111
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property: CR 258
- j) Discuss the acquisition of real property: Inner Loop.
- k) Discuss the acquisition of real property for County Facilities.
- l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
- m) Discuss the acquisition of Easement interests on CR 240.
- n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- o) Discuss the acquisition of real property: Arterial H
- p) Discuss the acquisition of easements on the Forest North project.
- q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
- u) Discuss residential lease agreement with Ed & Teresa Self for property on FM 972.

B. Property or Real Estate owned by Williamson County

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
- c) Discuss possible sale of 183 A excess right of way
- d) Discuss proposed sale of real estate of Blue Springs Blvd
- e) Discuss abandonment of CR359.
- f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/08/2016

Reviewed By

Wendy Coco

Date

09/08/2016 10:36 AM

Started On: 09/08/2016 09:50 AM