NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 25TH, 2018
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 – 16)

5. Discuss, consider and take appropriate action on a line item transfer for District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004131	Family Cases - Crt Appt Atty	$9,500.00
To	0100.0435.004100	Professional Services	$9,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003010	Computer Equipment < $5,000	$1,500
To	0100-0540-003101	Education Aids / Materials	$1,500

7. Discuss , consider and take appropriate action on line item transfer for Constable Precinct One

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003003	Radio Equipment	2800.00
To	0100.0551.003008	LE Equipment	2800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$35,000.00
To:	0100.0570.003316	Medical / Hospital	$35,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enchancements	15,000
To	0100.0509.003001	Small Equipment & Tools	15,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	2,600
To	0100.0509.003318	Janitorial Supplies	2,600

11. Discuss, consider and take appropriate action acknowledging line item transfers of $500.00 of less completed by the County Auditor during July - September 2018 (4th Quarter - FY18).

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including four (4) Dell Computers, four (4) Dell Laptops and one (1) 2008 Chevy Malibu, pursuant to Local Gov't Code 263.152.

13. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

14. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Resale Deed from Williamson County, Texas to M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control pertaining to 0.562 acres, more or less, being the East Parts of Lots 1 & 2, Block 69, City of Jarrell, Williamson County, Texas being that property more particularly described in Document 2017096973 of the Official Public Records, Williamson County, Texas.

15. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office Animal Control Officer, Jeremy Moldenhour, to be designated as the Local Rabies Control Authority (LRCA) effective September 27, 2018 for the purposes of the Rabies Control Act of 1981.

16. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Enineering Services for Williamson County North Campus Facilities.

REGULAR AGENDA

17. Hear presentation from the Williamson County Sheriff's Office regarding the requested implementation and use of an inmate communications system (Smart Communications - Kiosk) to be provided at the Williamson County Jail by Smart Communications Holding, Inc.

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

19. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the CR 200 contract between Williamson County and O'Brien Engineering Services, LLC relating to the 2013 Road Bond Program. Project: P285. Funding Source: Road Bonds.

20. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 176 at RM 2243 contract between Williamson County and WSB & Associates, Inc. relating to the 2013 Road Bond Program. Project: P241. Funding Source: Road Bonds.

21. Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Dunaway Associates L.P. and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

22. Discuss, consider and take appropriate action on a Real Estate Contract with Steve Shi and Yan Zhang for ROW needed on CR 200, parcel 3. Funding Source: Road Bonds P285

23. Discuss, consider and take appropriate action on an Agreement Regarding Option To Purchase Waterline Easement with Jessica Nicol Buckler and Joseph Leonard Buckler for easement interests needed on the CR 111 project, parcel 30. Funding Source - Road Bonds P249

24. Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2019 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov’t Code § 81.005].

25. Discuss, consider and take appropriate action on a Counsel Contingent Fee Contract to engage Watts Guerra LLP; The Gallagher Law Firm, LLP; Fibich, Leebron, Copeland, Briggs; Jay R. Aldis; and the Law Offices of Edmond Moreland for the representation and prosecution of a lawsuit arising under the laws of the State of Texas against various pharmaceutical companies and/or distributors that design, manufacture, promote, market, distribute, and/or sell prescription opioid drugs, and those acting in concert with them; exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov’t Code § 262.024(a)(4); and authorize the presiding officer of the Williamson County Commissioners Court to execute all documents necessary for such engagement and representation.

26. Discuss, consider and take appropriate action on approving public services funding agreements as per the FY'19 adopted budget approved by Commissioners Court on August 28, 2018.

27. Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

28. Discuss, consider and take appropriate action for approval of the 2019 Family Eldercare Contract

29. Discuss, consider and take appropriate action on cancellation of agreement with Associate EMS Medical Director for Tactical Medicine.

30. Discuss, consider and take appropriate action on Interlocal Agreement for mobile crisis services between Williamson County and Bluebonnet Trails Community Services.

31. Discuss, consider and take appropriate action on Standard Agreement with Local Governmental Entitity for a one-year term effective October 1, 2018 to September 30, 2019, with additional one-year automatic renewals on October 1, 2019, October 1, 2020 and October 1, 2021, for services to be provided to Williamson-Travis Counties Municipal Utility District No. 1 by the Williamson County Constable's Office.

32. Discuss, review, and take appropriate action on the Interlocal Contract for Public Safety Answering Point (PSAP) maintenance, equipment, and training between Williamson County and the Capital Area Emergency Communications District (CAECD).

33. Discuss and consider approving a request for and increase in the change fund of $100 in the County Clerk's office to $500 total.

34. Discuss, consider, and take appropriate action on up to three appointments to CAPCOG's Executive Committee for 2019.

35. Discuss, consider and take appropriate action on the Budget Policy document.

36. Discuss, consider, and take appropriate action on the Budget Order for FY18.19.

37. Discuss, consider and take appropriate action on extending the Professional Services Agreement with Ghulam M. Kahn, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $79,200.00 for the term of October 1, 2018 - September 30, 2019.

38. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $93,500.00 for the term of October 1, 2018 - September 30, 2019.

39. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $90,195.60 for the term of October 1, 2018 - September 30, 2019.

40. Discuss, consider, and take appropriate action on ratifying purchase order 169046, approving agreement for crane services with Crocker Crane in the amount $2,780.00 and authorizing the execution of the agreement.

41. Discuss, consider, and take appropriate action on approving an agreement between Axon Enterprise, Inc. and Williamson County for Evidence.com Application Programming Interface, to support the operations of the District Attorney's office, and authorizing execution of the agreement.

42. Discuss, consider, and take appropriate action on extending the Williamson County Risk Policies Contract Agreement with Texas Association of Counties Risk Management Pool (TAC), covering the term of October 1, 2018 - September 30, 2019, for the same terms and conditions as the existing contract and incorporating price changes per updated Property and Liability Contribution & Coverage Declarations.

43. Discuss, consider, and take appropriate action on a Preventative Maintenance & Service Program Agreement for the Spacesaver System for Justice of the Peace Precinct No. 4 between Williamson County and Southwest Solutions Group, for the amount of $1,444.31 covering the term October 1, 2018 - September 30, 2019.

44. Discuss, consider, and take appropriate action on authorizing the extension of Armored Courier service contract #1605-078, for the term of October 1, 2018 - September 30, 2019, with Dunbar Armored, Inc., for the same pricing, terms and conditions as the existing contract, with the exception of pricing revisions shown per the Exhibit "A" defining "Per Month Per Location."

45. Discuss, consider, and take appropriate action on extending Custodial Services Agreement, Renewal 2, with McLemore Building Maintenance, for the same pricing, terms and conditions as the existing contract, with the exception of department approved pricing changes for identified contracted items, per the attached pricing documentation, inclusion of Security Addendum, and Specification and Scope of Service, for the term of October 1, 2018 - September 30, 2019.

46. Discuss, consider, and take appropriate action on approving the purchase and delivery of Asphalt Cement for a term of one (1) year provided by written quote(s) where no competitive bids were received, pursuant to Texas Local Government Code Section 262.0225(d) and 262.0245 and County policy.

47. Discuss, consider, and take appropriate action on awarding RFP# 1807-251, for Landscape Maintenance Services to the overall best respondent, Red & White Greenery, INC and authorizing the execution of the agreement, with initial contract period beginning October 1, 2018 through September 30, 2020.

48. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Lakeline Blvd Right Turn Lane under IFB #1809-259.

49. Discuss, consider and take appropriate action regarding a Resolution approving the Illinois Finance Authority Revneue Bonds (The Memory Care Foundation), Series 2018 for the benefit of The Memory Care Foundation in compliance with Section 147(f) of the Internal Revenue Code (Note: The bonds are not a liability of Williamson County).

50. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2017-2018 budget within individual funds:

51. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2017-2018 to balance the county budget for 2018-2019.

52. Discuss, consider and take appropriate action to set spending limit for Fiscal Year 2019 per Texas Local Government Code 130.908.

53. 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 revenues for the Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	800.00

54. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable sircumstances and approve a budget amendment to acknowledge additional expenditures for the Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	632.00
	0100.0341.002010	FICA	48.32
	0100.0341.002020	Retirement	31.60
	0100.0341.002050	Worker's Comp	88.08

55. Discuss, consider and take appropriate action on an order declaring an emergency and 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
	0100.0560.001100	F/T Salaries	33,829.00
	0100.0560.001105	LE Salaries	206,617.00
	0100.0560.002020	Retirement	14,296.00

56. 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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$14,328.02
	0546.0000.367440	Jane's Fund Donations	$9,959.55
	0546.0000.367441	Special Project Donations	0.00
	0546.0000.367442	Play Yard Donations	$1,050.00
	0546.0000.367443	Heart Worm Trmt Donations	$3,034.55
	0546.0000.367445	SIT Team Donations	0.00
	0546.0000.367150	Sale of Pet Care Products	$948.27

57. 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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$948.27
	0546.0546.003670	Use of Donations	$14,328.02
	0546.0546.004100	Professional Services	$9,959.55
	0546.0546.004109	Special Needs	0.00
	0546.0546.004232	Training	0.00
	0546.0546.004509	Facility Enhancements	$1,050.00
	0546.0546.004975	Animal Medical Care	$3,034.55

58. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$201.00

59. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$201.00

60. 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 revenues for the Sheriff's Office Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$100.00

61. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and aprove a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	$100.00

62. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenw for the General Fund-Insurance Reimbursements.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	$7,482.04

63. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for Constable Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0552.004541	Vehicle Repairs & Maint	$7,482.04

64. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.341206	SO Patrol Revenue	$35,826.00
	0100.0000.364100	Insurance Reimbursements	$15,775.12

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repairs & Maint.	$51,601.12

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)."

66. 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 North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
h) Project Luna

67. 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
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
c) Discuss the acquisition of real property for CR 176 at RM 2243
d) Discuss the acquisition of real property: CR 101
e) Discuss the acquisition of real property: CR 200
f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
g) Discuss the acquisition of real property for SH 29 LTP.
h) Discuss the acquisition of real property for County Facilities.
i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
l) Discuss the acquisition of real property for Seward Junction SE Loop.
m) Discuss the acquisition of real property for SH 29 @ DB Wood.
n) Discuss the acquisition of real property for Hairy Man Rd.
o) Discuss the acquisition of real property for SW Bypass.
p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
q) Discuss the acquisition of real property for CR 111.
r) Discuss the acquisition of real property for Corridor H
s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
w) Discuss the acquisition of right-of-way for Corridor C.
x) Discuss the acquisition of right-of-way for Corridor F.
y) Discuss the acquisition of right-of-way for Corridor D.
z) Discuss the acquisition of right-of-way for Southeast Corridor.
aa) Discuss the acquisition of right-of-way for Reagan extension.
bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.
B. Property or Real Estate owned by Williamson County
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 wastewater easements in Berry Springs Park
c) Discuss sale of County property on Ronald Reagan Blvd.
d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
e) Potential governmental uses for 8th Street downtown parking lot
f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
g) Discuss property usage at Longhorn Junction
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
D. Discuss the possible placement of agricultural-related monuments at the Williamson County

Exposition Center with the participation of third parties.
E. Discuss the San Gabriel River trail easements.

68. 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) Employee/personnel related matters
d) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
k) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
p) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
q) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
r) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
v) Potential opioid litigation
w) Valerie Adams - EEOC Charge No. 450-2018-03807

69. 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).

70. 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)

71. Discuss and take appropriate action concerning economic development.

72. Discuss and take appropriate action concerning real estate.

73. 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) Employee/personnel related matters
d) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) 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
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
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l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
p) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
q) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
r) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
v) Potential opioid litigation
w) Valerie Adams - EEOC Charge No. 450-2018-03807

74. 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.

75. 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 _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 09/25/2018

Line Item Transfer for District Courts

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004131	Family Cases - Crt Appt Atty	$9,500.00
To	0100.0435.004100	Professional Services	$9,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2018 08:15 AM
Budget Office	Ashlie Koenig	09/14/2018 08:44 AM
Form Started By: Pam Navarrette		Started On: 09/13/2018 01:58 PM
Final Approval Date: 09/14/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/25/2018

LIT Educ Aids & Materials

Submitted By: Michael Knipstein, 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'18 for projected Educational Aids and Materials needs in EMS department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003010	Computer Equipment < $5,000	$1,500
To	0100-0540-003101	Education Aids / Materials	$1,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/17/2018 01:17 PM
Budget Office	Ashlie Koenig	09/17/2018 02:43 PM
Form Started By: Michael Knipstein		Started On: 09/17/2018 12:49 PM
Final Approval Date: 09/17/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/25/2018

Line Item Transfer

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss , consider and take appropriate action on line item transfer for Constable Precinct One

Background

To replace and update parts on existing department patrol rifles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003003	Radio Equipment	2800.00
To	0100.0551.003008	LE Equipment	2800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/17/2018 03:56 PM
Budget Office	Ashlie Koenig	09/18/2018 08:01 AM
Form Started By: Michael Pendley		Started On: 09/17/2018 01:08 PM
Final Approval Date: 09/18/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/25/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Abigail Dass, 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

Transferring funds to cover shortfall in Medical/Hospital account for Inmate Medical coverage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	$35,000.00
To:	0100.0570.003316	Medical / Hospital	$35,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 08:20 AM
Budget Office	Ashlie Koenig	09/20/2018 08:43 AM
Form Started By: Abigail Dass		Started On: 09/19/2018 01:59 PM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/25/2018

Line Item Transfer

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for replacement of broken tools and ladders.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enchancements	15,000
To	0100.0509.003001	Small Equipment & Tools	15,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Budget Office	Ashlie Koenig	09/20/2018 11:34 AM
Form Started By: Gina Wrehsnig		Started On: 09/20/2018 10:17 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/25/2018

Line Item Transfer

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the rest of the FY for janitorial supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	2,600
To	0100.0509.003318	Janitorial Supplies	2,600

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Budget Office	Ashlie Koenig	09/20/2018 11:34 AM
Form Started By: Gina Wrehsnig		Started On: 09/20/2018 11:27 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/25/2018

Line Item Transfers of $500 or Less July - September 2018 FY18 09-25-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging line item transfers of $500.00 of less completed by the County Auditor during July - September 2018 (4th Quarter - FY18).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY18 JUL - SEPT 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 08:19 AM
Form Started By: Angela Schmidt		Started On: 09/19/2018 10:39 AM
Final Approval Date: 09/20/2018		

FY18 LIT's Equal to or Less Than $500

Dept	*From/To*	*Line #*				*Amount*
District Attorney	From	01	0100	0440	004100	$ 500.00
	To	01	0100	0440	003100	$ 500.00
Fleet Maintenance	From	01	0882	0882	005003	$ 350.00
	To	01	0882	0882	004543	$ 350.00
Mobile Outreach Team	From	01	0100	0341	004908	$ 150.00
	To	01	0100	0341	004505	$ 150.00
	From	01	0100	0341	004908	$ 330.00
	To	01	0100	0341	003011	$ 330.00
County Clerk	From	01	0100	0403	003100	$ 33.77
	To	01	0100	0403	004231	$ 33.77
S.O. Jail	From	01	0100	0570	003001	$ 500.00
	To	01	0100	0570	004211	$ 500.00
EMS	From	01	0100	0540	003001	$ 100.00
	To	01	0100	0540	003006	$ 100.00
County Attorney	From	01	0100	0475	004902	$ 134.38
	To	01	0100	0475	003010	$ 137.38
Justice of the Peace 4	From	01	0100	0454	003005	$ 500.00
	To	01	0100	0454	004211	$ 100.00
	To	01	0100	0454	004231	$ 400.00
911 Communications	From	01	0100	0581	005741	$ 500.00
	To	01	0100	0581	003100	$ 500.00
Information Technology Service	From	01	0100	0503	004505	$ 218.00
	To	01	0100	0503	003001	$ 218.00
Public Assistance	From	01	0100	0409	004710	$ 300.00
	To	01	0100	0640	004951	$ 300.00
Constable Pct. 1	From	01	0100	0551	003100	$ 500.00
	To	01	0100	0551	003008	$ 500.00
Constable Pct. 1	From	01	0100	0551	004210	$ 300.00
	To	01	0100	0551	004350	$ 300.00
Juvenile Services	From	01	0100	0576	003900	$ 500.00

	To	01	0100	0576	003318	$	500.00
Facilities	From	01	0100	0509	005700	$	47.68
	To	01	0100	0509	003005	$	47.68
Adult Probation	From	01	0100	0572	004509	$	500.00
	To	01	0100	0572	003005	$	500.00
On-Site Sewage Facility	From	01	0100	0661	004160	$	500.00
	To	01	0100	0661	004212	$	500.00
Elections	From	01	0100	0492	004100	$	500.00
	To	01	0100	0492	004231	$	500.00
S.O. Jail	From	01	0100	0570	003010	$	100.00
	To	01	0100	0570	003011	$	100.00
Facilities	From	01	0100	0509	005700	$	500.00
	To	01	0100	0509	003318	$	500.00
	From	01	0100	0509	005700	$	500.00
	To	01	0100	0509	003006	$	500.00
EMS	From	01	0100	0540	003901	$	500.00
	To	01	0100	0540	004231	$	500.00
Constable Pct. 2	From	01	0100	0552	004718	$	25.00
	To	01	0100	0552	004410	$	25.00
County Court at Law 3	From	01	0100	0428	004999	$	40.00
	To	01	0100	0428	004212	$	40.00
	From	01	0100	0428	004999	$	72.00
	To	01	0100	0428	003100	$	72.00
Tax Assessor/Collector	From	01	0100	0499	003011	$	500.00
	To	01	0100	0499	003120	$	500.00
Magistrate Office	From	01	0100	0477	003005	$	175.00
	To	01	0100	0477	003010	$	175.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	004231	$	500.00
Constable Pct. 1	From	01	0100	0551	005730	$	500.00
	To	01	0100	0551	003008	$	500.00
EMS	From	01	0100	0540	003001	$	100.00
	To	01	0100	0540	003006	$	100.00

County Judge	From	01	0100	0400	004621	$	239.99
	To	01	0100	0400	003005	$	239.99
On-Site Sewage Facility	From	01	0100	0661	005700	$	262.00
	From	01	0100	0661	004705	$	67.37
	To	01	0100	0661	004541	$	202.20
	To	01	0100	0661	002050	$	127.17
911 Communications	From	01	0100	0581	004500	$	200.00
	To	01	0100	0581	004541	$	200.00
Veteran Services	From	01	0100	0405	004999	$	500.00
	To	01	0100	0405	001101	$	500.00
Justice of the Peace 4	From	01	0100	0454	004212	$	500.00
	To	01	0100	0454	003010	$	500.00
County Attorney	From	01	0100	0475	004902	$	333.61
	To	01	0100	0475	003010	$	333.61
Sheriff's Office	From	01	0100	0560	004350	$	450.00
	To	01	0100	0560	004999	$	450.00
Public Assistance	From	01	0100	0409	004711	$	196.00
	To	01	0100	0640	004951	$	196.00
County Judge	From	01	0100	0400	003120	$	338.22
	To	01	0100	0400	004621	$	338.22
Juvenile Services	From	01	0100	0576	004100	$	400.00
	To	01	0100	0576	003010	$	400.00
Constable Pct. 1	From	01	0100	0551	004216	$	175.00
	To	01	0100	0551	004232	$	175.00
	From	01	0100	0551	004212	$	500.00
	To	01	0100	0551	003005	$	500.00
Purchasing	From	01	0100	0494	003120	$	80.00
	To	01	0100	0494	003010	$	80.00
District Attorney	From	01	0100	0440	003010	$	500.00
	To	01	0100	0440	003006	$	500.00
Constable Pct. 1	From	01	0100	0551	004210	$	500.00
	To	01	0100	0551	004350	$	500.00

Non-Departmental	From	01	0100	0409	004711	$	3.00
	To	01	0100	0409	004604	$	3.00
Constable Pct. 1	From	01	0100	0551	003003	$	500.00
	To	01	0100	0551	003008	$	500.00
Wireless Communications	From	01	0100	0587	005730	$	338.16
	To	01	0100	0587	004850	$	338.16
Constable Pct. 1	From	01	0100	0551	003901	$	500.00
	To	01	0100	0551	003002	$	500.00
Constable Pct. 1	From	01	0100	0551	001107	$	500.00
	To	01	0100	0551	001110	$	500.00
Texas A&M ArgiLife Extension	From	01	0100	0665	003100	$	500.00
	To	01	0100	0665	003101	$	500.00
Budget Office	From	01	0100	0491	004999	$	146.83
	To	01	0100	0491	003005	$	146.83
Justice of the Peace, Pct. 3	From	01	0100	0453	004999	$	250.00
	To	01	0100	0453	004211	$	250.00
Constable Pct. 1	From	01	0100	0551	003003	$	500.00
	To	01	0100	0551	003008	$	500.00
Magistrate Office	From	01	0100	0477	003005	$	500.00
	To	01	0100	0477	004141	$	500.00
Justice of the Peace, Pct. 4	From	01	0100	0454	004500	$	155.69
	From	01	0100	0454	004410	$	68.00
	From	01	0100	0454	004216	$	12.00
	From	01	0100	0454	003005	$	264.31
	To	01	0100	0454	004002	$	464.85
	To	01	0100	0454	004211	$	35.15
Constable Pct. 1	From	01	0100	0551	005730	$	500.00
	To	01	0100	0551	003002	$	500.00
Mobile Outreach	From	01	0100	0341	004231	$	100.00
	From	01	0100	0341	004500	$	320.00
	From	01	0100	0341	004212	$	42.00
	To	01	0100	0341	003010	$	455.00
	To	01	0100	0341	004541	$	7.00
Juvenile Services	From	01	0100	0576	004100	$	500.00

	To	01	0100	0576	004718	$	500.00
Veteran Services	From	01	0100	0405	003901	$	20.00
	To	01	0100	0405	003900	$	20.00
County Attorney	From	01	0100	0475	004902	$	30.00
	To	01	0100	0475	004705	$	30.00
Tax Assessor/Collector	From	01	0100	0499	004212	$	200.00
	To	01	0100	0499	004210	$	200.00
Auditor	From	01	0100	0495	004100	$	458.00
	To	01	0100	0495	003011	$	458.00
Juvenile Services	From	01	0100	0576	003316	$	500.00
	To	01	0100	0576	003317	$	500.00
County Court at Law #4	From	01	0100	0425	004999	$	200.00
	To	01	0100	0425	004933	$	200.00
County Court at Law #4	From	01	0100	0425	004999	$	50.00
	To	01	0100	0425	003900	$	50.00
Sheriff's Office	From	01	0100	0560	005008	$	500.00
	To	01	0100	0560	004999	$	500.00
Sheriff's Office	From	01	0100	0560	005008	$	500.00
	To	01	0100	0560	003001	$	500.00
Tax Assessor/Collector	From	01	0100	0499	004212	$	500.00
	To	01	0100	0499	003900	$	500.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003011	$	500.00
Emergency Management	From	01	0100	0541	003003	$	500.00
	To	01	0100	0541	003001	$	500.00
	From	01	0100	0541	003100	$	500.00
	To	01	0100	0541	003311	$	500.00
Justice of the Peace, Pct. 4	From	01	0100	0454	003006	$	100.00
	To	01	0100	0454	004544	$	100.00
District Attorney	From	01	0100	0440	003010	$	500.00
	To	01	0100	0440	004212	$	500.00
Constable Pct. 1	From	01	0100	0551	004410	$	350.00

	To	01	0100	0551	004350	$	350.00
Mobile Outreach	From	01	0100	0341	003010	$	400.00
	To	01	0100	0341	003100	$	400.00
	From	01	0100	0341	004908	$	424.80
	To	01	0100	0341	004541	$	424.80
Juvenile Services	From	01	0100	0576	003100	$	500.00
	To	01	0100	0576	004231	$	500.00
Facilities	From	01	0100	0509	004962	$	400.00
	To	01	0100	0509	003318	$	400.00
On-Site Sewage Facility	From	01	0100	0661	004621	$	500.00
	To	01	0100	0661	004541	$	500.00
Purchasing	From	01	0100	0494	003010	$	40.00
	To	01	0100	0494	003011	$	40.00
Facilities	From	01	0100	0509	005700	$	110.00
	To	01	0100	0509	004232	$	110.00
	From	01	0100	0509	005700	$	120.00
	To	01	0100	0509	004231	$	120.00
County Court at Law #1	From	01	0100	0426	004999	$	100.00
	To	01	0100	0426	004410	$	100.00
County Attorney	From	01	0100	0475	004902	$	59.25
	To	01	0100	0475	004141	$	59.25
	From	01	0100	0475	004902	$	332.70
	To	01	0100	0475	004999	$	332.70
County Judge	From	01	0100	0400	004211	$	14.14
	To	01	0100	0400	003901	$	14.14
Emergency Management	From	01	0100	0541	004100	$	500.00
	To	01	0100	0541	004541	$	500.00
Unified Road System	From	01	0200	0210	005700	$	500.00
	To	01	0200	0210	004999	$	500.00
Constable, Pct. 2	From	01	0100	0552	003901	$	150.00
	to	01	0100	0552	004410	$	150.00
Mobile Outreach	From	01	0100	0341	004908	$	252.70
	To	01	0100	0341	004850	$	252.70

Parks & Recreation	From	01	0100	0510	004542	$	500.00
	To	01	0100	0510	004211	$	500.00
Constable, Pct. 2	From	01	0100	0552	004999	$	5.50
	To	01	0100	0552	004410	$	5.50
Debt Service - County Wide	From	01	0600	0600	006630	$	0.01
	To	01	0600	0600	006632	$	0.01
Veteran Services	From	01	0100	0405	004999	$	500.00
	To	01	0100	0405	001101	$	500.00
Sheriff's Office	From	01	0100	0560	003398	$	70.00
	To	01	0100	0560	003001	$	70.00
	From	01	0100	0560	004310	$	420.00
	To	01	0100	0560	003901	$	420.00
	From	01	0100	0560	004968	$	380.00
	To	01	0100	0560	004543	$	380.00
Constable, Pct. 1	From	01	0100	0551	001107	$	500.00
	To	01	0100	0551	001110	$	500.00
911 Communications	From	01	0100	0581	005740	$	51.00
	From	01	0100	0581	003318	$	8.72
	To	01	0100	0581	003005	$	59.72
Juvenile Services	From	01	0100	0576	003307	$	500.00
	To	01	0100	0576	003317	$	500.00
Sheriff's Office	From	01	0100	0560	003011	$	225.00
	To	01	0100	0560	004543	$	225.00
Veteran Services	From	01	0100	0405	004999	$	75.00
	To	01	0100	0405	003006	$	75.00
Constable, Pct. 3	From	01	0100	0553	003005	$	160.00
	To	01	0100	0553	004621	$	160.00
County Judge	From	01	0100	0400	003100	$	218.00
	To	01	0100	0400	003011	$	218.00
Elections	From	01	0100	0492	004212	$	500.00
	To	01	0100	0492	004620	$	500.00
Facilities	From	01	0100	0509	005700	$	65.00
	To	01	0100	0509	004211	$	65.00

Information Technology Service	From	01	0100	0503	004505	$	500.00
	To	01	0100	0503	004541	$	500.00
Constable, Pct. 1	From	01	0100	0551	005730	$	500.00
	To	01	0100	0551	004999	$	500.00
Infrastructure	From	01	0100	0661	004415	$	500.00
	To	01	0100	0661	004541	$	500.00
Constable, Pct. 2	From	01	0100	0552	003004	$	450.00
	To	01	0100	0552	003008	$	450.00
County Attorney	From	01	0100	0475	004902	$	231.92
	To	01	0100	0475	003006	$	105.57
	To	01	0100	0475	003601	$	80.00
	To	01	0100	0475	003398	$	46.35
District Attorney	From	01	0100	0440	004350	$	500.00
	To	01	0100	0440	003006	$	500.00
District Attorney	From	01	0100	0440	003900	$	200.00
	To	01	0100	0440	004210	$	200.00
Juvenile Services	From	01	0100	0576	004100	$	362.86
	To	01	0100	0576	003003	$	362.86
Veteran services	From	01	0100	0405	004999	$	225.00
	To	01	0100	0405	004231	$	225.00
	From	01	0100	0405	004999	$	100.00
	To	01	0100	0405	004211	$	100.00
	From	01	0100	0405	004999	$	100.00
	To	01	0100	0405	004212	$	100.00
County Court at Law	From	01	0100	0428	004010	$	91.00
	To	01	0100	0428	004410	$	91.00
District Attorney	From	01	0100	0440	004350	$	500.00
	To	01	0100	0440	004212	$	500.00
County Attorney	From	01	0100	0475	004902	$	356.00
	To	01	0100	0475	003010	$	356.00
County Court at Law 3	From	01	0100	0428	004010	$	75.00
	To	01	0100	0428	003005	$	75.00
EMS	From	01	0100	0540	003311	$	400.00
	To	01	0100	0540	003101	$	400.00

EMS	From	01	0100	0540	003107	$	250.00
	To	01	0100	0540	003110	$	250.00
Constable, Pct. 1	From	01	0100	0551	004212	$	270.00
	To	01	0100	0551	004232	$	270.00
Constable, Pct. 1	From	01	0100	0551	004212	$	35.00
	To	01	0100	0551	004232	$	35.00
Parks	From	01	0100	0510	004510	$	500.00
	To	01	0100	0510	004231	$	500.00
Sheriff's Office	From	01	0100	0560	004350	$	259.00
	To	01	0100	0560	004705	$	42.00
	To	01	0100	0560	004703	$	217.00
County Attorney	From	01	0100	0475	003100	$	487.38
	To	01	0100	0475	003398	$	487.38
Parks	From	01	0100	0510	004350	$	280.00
	To	01	0100	0510	003006	$	280.00
	From	01	0100	0510	004542	$	500.00
	To	01	0100	0510	003553	$	500.00
	From	01	0100	0510	003010	$	31.00
	To	01	0100	0510	003115	$	31.00
Commissioner Pct. 1	From	01	0100	0211	004999	$	5.54
	To	01	0100	0211	004232	$	5.54
368th District Court	From	01	0100	0438	003005	$	55.00
	To	01	0100	0438	003100	$	55.00
Williamson County Historical Commission	From	01	0100	0636	004210	$	49.62
	To	01	0100	0636	004100	$	49.62
Animal Shelter	From	01	0545	0545	003318	$	127.00
	To	01	0545	0545	003319	$	127.00
Jail	From	01	0100	0570	004350	$	500.00
	To	01	0100	0570	003301	$	500.00
County Court at Law 3	From	01	0100	0428	004010	$	74.00
	To	01	0100	0428	003010	$	74.00
Mobile Outreach Team	From	01	0100	0341	004212	$	133.00
	From	01	0100	0341	004350	$	267.00

	To	01	0100	0341	004541	$	400.00
	From	01	0100	0341	004350	$	232.00
	From	01	0100	0341	004999	$	100.00
	From	01	0100	0341	005700	$	68.00
	To	01	0100	0341	003301	$	400.00
Constable, Pct. 1	From	01	0100	0551	003005	$	65.35
	To	01	0100	0551	004621	$	65.35
County Auditor	From	01	0100	0495	003005	$	19.09
	To	01	0100	0495	004310	$	19.09
EMS	From	01	0100	0540	003311	$	400.00
	To	01	0100	0540	004231	$	400.00
Budget Office	From	01	0100	0491	003005	$	165.23
	From	01	0100	0491	004510	$	292.02
	To	01	0100	0491	003100	$	457.25
Animal Services	From	01	0545	0545	004510	$	400.00
	To	01	0545	0545	003301	$	400.00
Emergency Services	From	01	0100	0583	003011	$	128.00
	To	01	0100	0583	003100	$	128.00
	From	01	0100	0583	003900	$	54.00
	To	01	0100	0583	003120	$	54.00
911 Communications	From	01	0100	0581	003100	$	295.99
	To	01	0100	0581	003006	$	295.99
Sheriff's Office	From	01	0100	0560	004310	$	157.00
	To	01	0100	0560	004705	$	157.00
Human Resources	From	01	0100	0402	003100	$	462.00
	To	01	0100	0402	004621	$	462.00
Sheriff's Office	From	01	0100	0560	004350	$	477.03
	To	01	0100	0560	004510	$	477.03
Tobacco Fund	From	01	0340	0540	003100	$	328.00
	To	01	0340	0540	003011	$	328.00

Commissioners Court - Regular Session **12.**

Meeting Date: 09/25/2018

Asset Auction 9/25/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including four (4) Dell Computers, four (4) Dell Laptops and one (1) 2008 Chevy Malibu, pursuant to Local Gov't Code 263.152.

Background

Please see attached lists for detail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Asset Auction 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:16 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Jayme Jasso		Started On: 09/20/2018 08:45 AM
Final Approval Date: 09/20/2018		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Computer 63413	6G5H7V1		Working
1	Dell Computer 63414	6G5K7V1		Working
1	Dell Computer 63417	6G6J7V1		Working
1	Dell Computer 63416	6G5Q7V1		Working
[redacted]				

Parties involved:

FROM (Transferor Department): District Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Lisa David
Print Name

Signature Date

Contact Person:

Teresa Maskunas
Print Name

+1 (512) 943-1212
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
SEP 18 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County ASSET STATUS CHANGE FORM

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

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

A++

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
[redacted]				
1	Dell Laptop w/case	E 6530 9X5KK02	82191	Working
1	Dell Laptop w/case	E 6530 9X5JK02	82188	Working
1	Dell Laptop w/case	E 6530 9X6CK02	82190	Working
1	Dell Laptop w/case	E 6530 9X6DK02	82189	Working
[redacted]				

RECEIVED
SEP 18 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Parties involved:

FROM (Transferor Department): Williamson County District Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:
Lisa David, District Clerk; Teresa Maskunas, Assistant Chief Deputy

Contact Person:
Teresa Maskunas
Phone Number
512-943-1212, ext 31030

Print Name Lisa David

Signature

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

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

Print Name

Contact Person:

Signature

Phone No.

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

Forward to County Auditor's Office

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

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

From Department: Lisa David, Williamson County District Clerk

Authorized Staff: Teresa Maskunas, Assistant Chief Deputy, phone: 512-943-1212, ext 31030

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	576 - Juvenile Services
County VIN/Serial Number	1G1ZS58N78F105750
Equipment/Door Number	JA0893
License Plate	DYC3803
Year	2008
Make	Chevrolet
Model	Malibu
Comments	98,237
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Denise Carlson 9/17/2018 12:12 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/10/2018 3:46 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/12/2018 8:27 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 9/18/2018 4:27 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 9/19/2018 11:57 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **13.**

Meeting Date: 09/25/2018

Waive penalty and interest to customers as requested by the Tax Assessor Collector

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waiver 2017 request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2018 08:15 AM
Form Started By: Judy Kocian		Started On: 09/13/2018 02:19 PM
Final Approval Date: 09/14/2018		

Williamson County Tax Office
Tax Assessor/Collector
Larry Gaddes PCAC, CTA

Waiver Requests for 2017 Penalty & Interest

WILLIAMSON COUNTY
1848

September 14, 2018

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the requests meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
R470449	Salikhov, Timur	$530.31	33.011 (a)(1)	WCTO clerical error
R550757	LIPT Whitestone Boulevard LLC	$2,201.43	33.011 (a)(1)	WCAD clerical error
R538421	Sarwar, Abdul	$108.80	33.011 (b)(1)(2)	WCAD clerical error
R546666	Hong, Dian	$68.19	33.011 (a)(1)	WCAD clerical error
R036204	Hill, Grant	$85.33	33.011 (a)(1)	WCAD clerical error
P487711	Vectors Aviation LLC (Jason Miller)	$681.77 (P&I) + $784.03 (Atty Fees)	33.011 (a)(1)	WCAD clerical error
R013375	Ischy, Shirley	$329.06 (P&I) + $254.63 (Atty fees)	33.011 (a)(1)	WCTO clerical error
R369417	Van Arsdall, Eleanor F.	$108.18	33.011 (j)(1)(2)	USPS error
R387797	Tiemann, David	$275.44 (P&I) + $267.58 (Atty fees)	33.011 (a)(1)	WCAD clerical error
R387653	Katz, Steven Jay	$317.91 (P&I) + $298.68 (Atty fees)	33.011 (h)(2)	Electronic Payment Error
R017076	Davis Magness LLC	$653.59 (P&I) + $614.03 (Atty fees)	33.011 (a)(1)	WCAD clerical error
R5600745	City of Hutto	$292.11 (P&I) + $274.41 (Atty fees)	33.011 (a)(1)	WCAD clerical error

Approved by/Date

Approved by/Date

Commissioners Court - Regular Session **14.**

Meeting Date: 09/25/2018

Discuss, consider and take appropriate action to approve the resale of property held in trust.

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Resale Deed from Williamson County, Texas to M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control pertaining to 0.562 acres, more or less, being the East Parts of Lots 1 & 2, Block 69, City of Jarrell, Williamson County, Texas being that property more particularly described in Document 2017096973 of the Official Public Records, Williamson County, Texas.

Background

In December 2016, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Jarrell Independent School District, and the City of Jarrell vs. Oscar Knauth et al. On May 25th, 2017 a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in October of 2017, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since October 2017, and has therefore been completely exempt from taxation since that date.
M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control, one of the surrounding property owners, has tendered a purchase offer of $5,000. By accepting this offer, the County is removing this property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing entities.
For the reasons stated herein, it is my recommendation to accept this offer by M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resale Deed Odom

Resolution Odom

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/18/2018 10:25 AM
Form Started By: Judy Kocian		Started On: 09/17/2018 04:34 PM
Final Approval Date: 09/18/2018		

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

THAT The County of Williamson, Texas, Trustee, in trust for the use and benefit of itself, Jarrell Independent School District and The City of Jarrell, Texas, acting by and through the County Judge of The County of Williamson, Texas, joined herein by the City of Jarrell and Jarrell Independent School District, Grantors, for and in consideration of the sum of FIVE THOUSAND AND NO/100S ($5,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantors, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control** whose address is P. O. Box 268, Jarrell, Texas 76537, the following described Property, to wit:

0.562 Acres, more or less, being the East Parts of Lots 1 & 2, Block 69, City of Jarrell, Williamson County, Texas being that property more particularly described in Document 2017096973 of the Official Public Records, Williamson County, Texas

The Grantors and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. **This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.**

Grantors have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, Grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee **M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control**, its successors and assigns forever, without warranty of any kind.

IN TESTIMONY WHEREOF The County of Williamson, Texas, Trustee, joined herein by Jarrell Independent School District and The City of Jarrell, Texas, have caused these presents to be executed on this the____day of _____ 2018.

The County of Williamson, Texas

By

_____

Dan A. Gattis
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, County Judge, Williamson County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of _____, 2018.

_____

Notary Public, State of Texas
My commission expires_____

Jarrell Independent School District

By _____

Michael Cosimeno
President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Cosimeno, President, Board of Trustees of Jarrell Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of _____, 2018

_____

Notary Public, State of Texas
My commission expires_____

The City of Jarrell, Texas

By _____

Larry Bush
Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Larry Bush, Mayor of The City of Jarrell, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of _____, 2018.

_____

Notary Public, State of Texas
My commission expires_____

After recording, return to:

M. W. Odom Enterprises, Inc.
DBA Maverick Termite and Pest Control
P. O. Box 268
Jarrell, Texas 76537

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST
BY THE COUNTY OF WILLIAMSON, TEXAS, TRUSTEE

Whereas, The Williamson County Tax Office collects property taxes for the City of Jarrell, Texas, Jarrell Independent School District, and The County of Williamson, Texas (" the Taxing Units"); and

Whereas, on October 3, 2017, property described as 0.562 Acres, more or less, being the East Parts of Lots 1 & 2, Block 69, City of Jarrell, Williamson County, Texas (Volume 219, Page 430, SAVE & EXCEPT that property more particularly described in Volume 227, Page 128; Volume 236, Page 506 and Volume 332, Page 276 of the Deed Records, Williamson County, Texas) Tax Account #R357348 ("the Property") was the subject of a tax sale; and

Whereas, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Jarrell, Texas and Jarrell Independent School District, by virtue of a Constable's Deed recorded as Document No. 2017096973 of the Official Public Records, Williamson County, Texas; and

Whereas, the Property has been tax exempt since October, 2017; and

Whereas, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will maximize the amount realized from the sale of this tract and return the Property to a taxable status; and

Whereas, M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control of 105 W. Avenue H, Jarrell, Texas 76537 has offered to purchase the Property for $5,000; and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Jarrell, Texas and Jarrell Independent School District, accepts the offer to purchase the Property for $5,000 and shall resell all of the interest of the Taxing Unit in the Property described below to M. W. Odom Enterprises, Inc. DBA Maverick Termite and Pest Control of 105 W. Avenue H, Jarrell, Texas 76537.

Property to be sold:

0.562 Acres, more or less, being the East Parts of Lots 1 & 2, Block 69, City of Jarrell, Williamson County, Texas (Volume 219, Page 430, SAVE & EXCEPT that property more particularly described in Volume 227, Page 128; Volume 236, Page 506 and Volume 332, Page 276 of the Deed Records and Document #2017096973 of the Official Public Records, Williamson County, Texas) Tax Account #R357348

BE IT FURTHER RESOLVED that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the _____ day of _____, 2018 is authorized to execute a Deed Without Warranty conveying the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2018 by the Commissioners Court of Williamson County, Texas.

_____

_____ (Print Name)
Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

_____
Attested: County Clerk

Commissioners Court - Regular Session **15.**

Meeting Date: 09/25/2018

Local Rabies Control Authority (LRCA) appointment for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office Animal Control Officer, Jeremy Moldenhour, to be designated as the Local Rabies Control Authority (LRCA) effective September 27, 2018 for the purposes of the Rabies Control Act of 1981.

Background

Our current LRCA will be resigning from the Sheriff's Office on September 27, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRCA-Moldenhour designation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2018 08:15 AM
Form Started By: Starla Hall		Started On: 09/13/2018 02:29 PM
Final Approval Date: 09/14/2018		

TEXAS Health and Human Services | Texas Department of State Health Services

LOCAL RABIES CONTROL AUTHORITY

The Commissioners Court (governing body) of Williamson County (city or county)

designates Jeremy Moldenhour (job title or name) as the Local Rabies Control Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective September 27, 2018 (date).

AUTHORIZING PERSON'S NAME (print): Dan Gattis

AUTHORIZING PERSON'S TITLE: County Judge

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Jeremy Moldenhour

AGENCY: Williamson County Sheriff's Office

STREET ADDRESS: 508 S. Rock Street

MAILING ADDRESS: 508 S. Rock Street

CITY/STATE/ZIP: Georgetown, TX 78626

JOB TITLE: Animal Control Officer

TELEPHONE: 512-864-8282

FAX: 512-943-1444

E-MAIL ADDRESS: jeremy.moldenhour@wilco.org

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504

Commissioners Court - Regular Session **16.**

Meeting Date: 09/25/2018

Balcones Geotechnical WA1 Sup2 North Campus

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Enineering Services for Williamson County North Campus Facilities.

Background

This supplemental is to extend the expiration date to March 31, 2019 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Balcones Geotechnical WA1 Sup2 North Campus

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/17/2018 02:21 PM
County Judge Exec Asst.	Wendy Coco	09/17/2018 03:56 PM
Form Started By: Vicky Edwards		Started On: 09/14/2018 10:21 AM
Final Approval Date: 09/17/2018		

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

WILLIAMSON COUNTY PROJECT: **Geotechnical Engineering Services for Williamson County North Campus Facilities**

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 **December 3, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Balcones Geotechnical PLLC** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **January 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **March 31, 2019.** 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".

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 ____ day of _____, 20___.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
John A. Woolley	Dan Gattis
Printed Name	Printed Name
Principal	County Judge
Title	Title
9-13-18	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment C -Work Schedule

Construction Phase Services

As requested, Balcones has provided limited construction phase services for the WILCO North Campus project. Because of unanticipated rock boulders encountered during excavation of the Wireless Communications Building and Vehicle Inspection Building additional site visits and response to RFIs have been necessary. In addition, the following services are still anticipated for the remainder of the project:

1. Attending necessary project meetings should geotechnical input be required,
2. Responding to RFIs that may be needed to clarify geotechnical recommendation implementation,
3. Perform at least one site visit during installation of foundations to observe actual conditions are in accordance with our geotechnical report, and
4. Be available to consult with the county should subsurface conditions require our input.

EXHIBIT D

RATE SCHEDULE

Balcones Geotechnical
5926 Balcones Drive, Suite 230 Austin, Texas 78731 Phone: 512-380-9969
TBPE Firm Registration F-15624

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**			
1.1.	Mobilization and demobilization, per mobilization			
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15	High-pressure steam cleaner	$	400.00/day
1.16	OVA meter		Upon Request
1.17	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each

Original Date: 11.16.15
Revision Date: 11.17.15

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	80.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	240.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.19.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22	Chemical and analytical testing by outside laboratory		Cost
3.	**Engineering and Technical Personnel**		
3.1.	Senior Consultant/Project Principal	$	225.00/hour
3.2.	Senior Project Manager	$	180.00/hour
3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Word Processor	$	50.00/hour
4.	**Report Reproduction and Miscellaneous**		
4.1.	Outside services, printing, reproduction, etc.		Cost
4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	0.55/mile

Rates for other tests and services quoted on request.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least

Commissioners Court - Regular Session **17.**

Meeting Date: 09/25/2018

Smart Comm

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from the Williamson County Sheriff's Office regarding the requested implementation and use of an inmate communications system (Smart Communications - Kiosk) to be provided at the Williamson County Jail by Smart Communications Holding, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM
Form Started By: Hal Hawes		Started On: 09/18/2018 03:58 PM
Final Approval Date: 09/19/2018		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/25/2018

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

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 08:59 AM
Form Started By: Lydia Linden		Started On: 08/17/2018 03:37 PM
Final Approval Date: 08/21/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/25/2018

CR 200 O'Brien Engineering Services Contract Amendment No 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the CR 200 contract between Williamson County and O'Brien Engineering Services, LLC relating to the 2013 Road Bond Program. Project: P285. Funding Source: Road Bonds.

Background

Through Contract Amendment No. 3 the compensation cap is increased from $1,650,000.00 to $1,800,000.00 (reflecting an increase of $150,000.00). These additional funds are to cover scope of services related to the CR 200 (CMTA Railroad to CR 201) project including developing drainage improvements related to the City of Liberty Hill City Park; additional surveying, ROW exhibits, and environmental services related to 16 additional parcels and 1 additional easement; and construction phase services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR200-OBrien-ContractAmendment3

CR200-OBrien-Supp2WA4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Marie Walters		Started On: 09/19/2018 04:39 PM
Final Approval Date: 09/20/2018		

RECEIVED
SEP 18 2018
BY: PST

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: County Road 200 ("Project")

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **O'Brien Engineering Services, LLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective October 14, 2014 (the "Contract");

WHEREAS, the County amended the Williamson County Contract for Engineering Services dated effective **May 22, 2018** (the "Amendment");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,650,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $1,650,000.00 to $1,800,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: Teri OBrien
Signature

Teri O'Brien
Printed Name

CEO & President
Title

09/18/18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
9/18/2018

RECEIVED
SEP 17 2018
BY: PSP

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD BOND PROJECT:
County Road 200

This Supplemental Work Authorization No. 2 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 02, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and O'Brien Engineering Services, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 4 dated effective **January 29, 2016** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on **December 31, 2019**. 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).

III. The maximum amount payable for services under the Work Authorization is hereby increased from **$548,299.98** to **$702,883.98**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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.

ENGINEER:

By: Teri O'Brien
Signature

Teri O'Brien
Printed Name

CEO & President
Title

09/13/18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK M 9/16/18

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Supplemental Work Authorization No. 2
To
Work Authorization No. 4
County Road 200
CMTA RR to CR 201
Williamson County, TX

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

PROJECT DESCRIPTION

The project involves improvements to County Road (CR) 200 from Capitol Metropolitan Transit Authority (CMTA) Railroad (RR) to CR 201 in Williamson County, TX. The services to be provided by the Engineer under this Supplemental Work Authorization shall consist of engineering, survey, environmental documentation, and Right of Way mapping services.

The proposed improvements under this scope of services include:

- Developing drainage improvements within City of Liberty Hill City Park;
- Environmental studies and reporting to provide appropriate clearances;

SCOPE OF SERVICES

GENERAL

The work to be performed by the ENGINEER consists of providing services following Williamson County (Wilco) criteria, processes and requirements current as of the date of this scope of services. All electronic graphics files will be developed using Microstation Version 8/8i. Other project documents will utilize Microsoft Office 2010 software or later versions.

Design and procedures will use latest TxDOT criteria and manuals for those portions of the project owned by TxDOT and Williamson County criteria and manuals for those portions of the project owned by Williamson County.

PROJECT MANAGEMENT

The ENGINEER will provide project management services to facilitate project development. These services will include the following:

A. Miscellaneous project discussions with County and attendance of up to two (2) project coordination meeting with County to assess and coordinate the directives to incorporate SWA No. 2 into the scope for WA No. 4;

B. Perform Quality Assurance and Quality Control (QA/QC) in accordance with approved WA No. 4 QA/QC protocols;

Deliverables

- Meeting minutes from all meetings
- PS&E documents for each submittal

- Comments and Response Form for each submittal

RIGHT OF WAY (ROW)

Develop ROW mapping and documents for 16 additional parcels and 1 additional Easement

Field Survey

A. Locate right-of-way and property line monumentation sufficient to define each of the affected lots.

B. Set monumentation, in the field, as follows

1. ½" iron rod with SURVTEX cap set along the proposed right-of-way of CR 200 at parcel corners.

2. ½" iron rod with SURVTEX cap set along the existing right-of-way, at parcel corners, as needed. This scope does not include setting monumentation along the existing right-of-way of CR 200 in areas where additional right-of-way is not being acquired.

Office Survey and Production of Deliverables

A. Produce right-of-way acquisition documents for 16 additional parcels. Right-of-way acquisition documents will include:

1. A legal description and accompanying sketch of the right-of-way acquisition, and
2. An area computation report showing the mathematical closure of each sketch, and each legal description.

B. Produce easement acquisition documents for 1 additional parcel within McKinney tract noted as Parcel 7E. Easement acquisition documents will include:

1. A legal description and accompanying sketch of the right-of-way acquisition, and
2. An area computation report showing the mathematical closure of each sketch, and each legal description.
3. Revise the right-of-way map (currently in process) to reflect the additional parcels.

C. Revise the right-of-way map (currently in process) to reflect the additional parcels.

Assumptions

A. This proposal does not include obtaining right-of-entry and will utilize right-of-entry obtained from the County, as needed, to complete this phase of the project. Right-of-entry for this supplemental will be needed to set monumentation along the proposed right-of-way of CR 200, prior to the submittal of the final, signed and sealed ROW documents.

B. This proposal assumes all survey work performed within a public right-of-way will be in accordance with the 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD) – Revision 2.

C. ROW acquisition services are not included in this scope of services.

ENVIRONMENTAL STUDIES

The environmental scope of services is related to the 16 additional ROW parcels

A. The proposed project would be 100 percent funded by local monies and would not involve funding from or involvement with the Texas Department of Transportation or the Federal Highway Administration. The deliverables associated with the tasks outlined below will be presented in a technical memorandum and/or within stand alone reports.

Under this proposal, the Consultant will prepare a technical memorandum that addresses the Antiquities Code of Texas, Section 404 of the Clean Water Act, threatened and endangered species protected under the Endangered Species Act, and potential hazardous materials issues. In addition, standalone cultural resources and Phase I Environmental Site Assessment reports will be prepared. The cultural resources report will include an assessment of historic structures and archeological resources. The report will be coordinated with the Texas Historical Commission.

No proposed Right of Way is anticipated from park lands. As such, no services are included to comply with Chapter 26 of the Texas Parks and Wildlife Code.

1. Cultural Resources Survey

- To meet the requirements of the Antiquities Code of Texas, conduct an intensive archeological survey of the project segment along CR 200 near the City Park. The purpose of the survey will be to locate prehistoric and historical archeological resources that may be within the project area and describe their boundaries subject to limitations imposed by property boundaries, topography, and landforms.
- Conduct a 100 percent pedestrian survey of the study area with surface and subsurface investigations that will comply with appropriate archeological survey methods as defined in the Department of the Interior's Standards and Guidelines (NPS 1983), the Guidelines of the Council of Texas Archeologists (CTA) (1987), and the survey standards developed by the Texas Historical Commission (THC) in conjunction with the CTA. The survey will assess the nature, extent, and, if possible, the eligibility for inclusion to the National Register of Historic Places (NRHP) or for formal State Antiquities Landmark (SAL) designation of all prehistoric and historic archeological properties and sites discovered within the project area. To conduct archeological investigations on public property requires a Texas Antiquities Permit issued by the THC. An appropriate scope of work and a Texas Antiquities Permit application will be completed and submitted to THC for review.
- Surface investigations will involve the examination of the ground surface throughout the project area looking for expressions of prehistoric and historic cultural materials. Subsurface investigations will utilize shovel testing and/or backhoe trenching as necessary based on field conditions to determine the presence/absence of buried archeological material. No artifacts will be collected during the survey. Any diagnostic materials encountered will be documented in the field and left in place.

- All previously recorded and/or previously unrecorded prehistoric or historical archeological sites encountered in the study area will be recorded on a Texas Archeological Site Data Form and then submitted electronically to the Texas Archeological Research Laboratory at The University of Texas at Austin. Site data will include a description of the site's environment and the cultural materials noted within the study area, including comments on the continuance of any site(s) beyond the proposed right-of-way. Site documentation will also involve the recording of the horizontal and vertical extent of cultural deposits identified within the project area, a description of the observed cultural materials, and an overview of the site's environmental setting. Furthermore, sites will be evaluated for their eligibility for inclusion to the NRHP or for formal SAL designation. If eligibility is unknown given the limitations of survey-level data, a program of further archeological investigations will be recommended to determine such eligibility, if any.
- Following fieldwork, if any archeological sites or archeological historic properties are discovered an intensive survey report will be completed in accordance with the full report guidelines outlined by the THC's Rules of Practice and Procedures. If no archeological sites or archeological historic properties are discovered, a short report format will be followed. The report will contain background information on the proposed construction activity, archeological and geomorphic data from site files, information from geologic maps, soil surveys, and a description of previous impacts affecting the integrity of known or potential archeological sites and deposits. The report will also evaluate, to the extent feasible, the eligibility of archeological sites within the project area for inclusion in the NRHP or for formal SAL designation. An evaluation for the potential for intact archeological deposits will be made that concludes with recommendations for any additional archeological work, if deemed necessary. If further work is warranted, the recommendation will indicate where the additional work is needed and the scope of work necessary.

2. Waters of the U.S.

- To ensure compliance with Section 404 of the Clean Water Act (CWA), a determination of jurisdictional waters of the U.S. including wetlands will be conducted within the project area. The product of this effort will be a map depicting the waters of the U.S. as well as recommendations for permitting and/or avoidance. It is anticipated that the proposed project may be authorized utilizing the Nationwide Permit Program.
- **Waters of the U.S. scope assumptions**
  - If it is determined that a pre-construction notification or an Individual Section 404 permit is required, then efforts to complete these tasks would be authorized under a separate scope and budget.

3. Endangered Species

- **Endangered Species scope assumptions**
  - Williamson County shall perform this task and provide documentation to Consultant for inclusion in final deliverables.
  - No coordination with the U.S. Fish and Wildlife Service is anticipated.

4. **Hazardous Materials**
    - An assessment of hazardous materials in the project area will be conducted including a database survey to identify listed hazardous waste generators; treatment, storage, and disposal facilities; solid waste landfills; unauthorized sites; documented spills; and underground registered storage tank sites within and adjacent to the project area. Where practicable, during the site reconnaissance, the hazardous materials sites identified in the database search that are adjacent to the project corridor will be visually inspected for the potential presence of hazardous substances and petroleum products on the subject properties. These findings will be presented in the report and any identified sites will be clearly located on maps. The current regulatory status of the site will be determined and presented along with any additional investigations that may be recommended based on these findings.
    - Interviews with any local or adjacent landowners regarding the potential for hazardous materials use or sites will be included where possible.
    - Perform Phase I ESA and develop pertinent documentation applicable to ASTM Standards
    - **Hazardous Materials scope assumptions**
        - Should the hazardous materials sites review indicate that additional sampling, and/or subsurface investigations are warranted, these items would be additional services.

5. **Project Coordination**
    - Under this task, Consultant will coordinate field investigations, findings, and reports with Williamson County and/or their agent. In addition, Consultant will coordinate with the Texas Historical Commission regarding cultural resource investigations when authorized by the County and/or their agent.
    - Public Involvement will be conducted by Williamson County.

PS&E

A. Roadway

1. Perform additional and extended studies to assess alternatives and feasibility to construct proposed typical section through area north of the Liberty Hill City Park to CR201 considering additional ROW along the west side and holding existing ROW along east side.
2. Development of exhibits including design details, cross sections and quantities needed for review of three alternative north project termini. Develop multiple estimates of construction to assess alternatives for revised north project termini.
3. Cross sections have been developed/updated to reflect the revised project termini. Design details will revert to the prior cross sections based on the original terminus.
4. Development of exhibits as needed for ROW acquisition efforts at numerous tracts including Vaughn and Gonzales (up to 8 parcels)
5. Development and revision of exhibits related to design details at driveways and side-streets including Sundance Trail

6. Updating project schedule

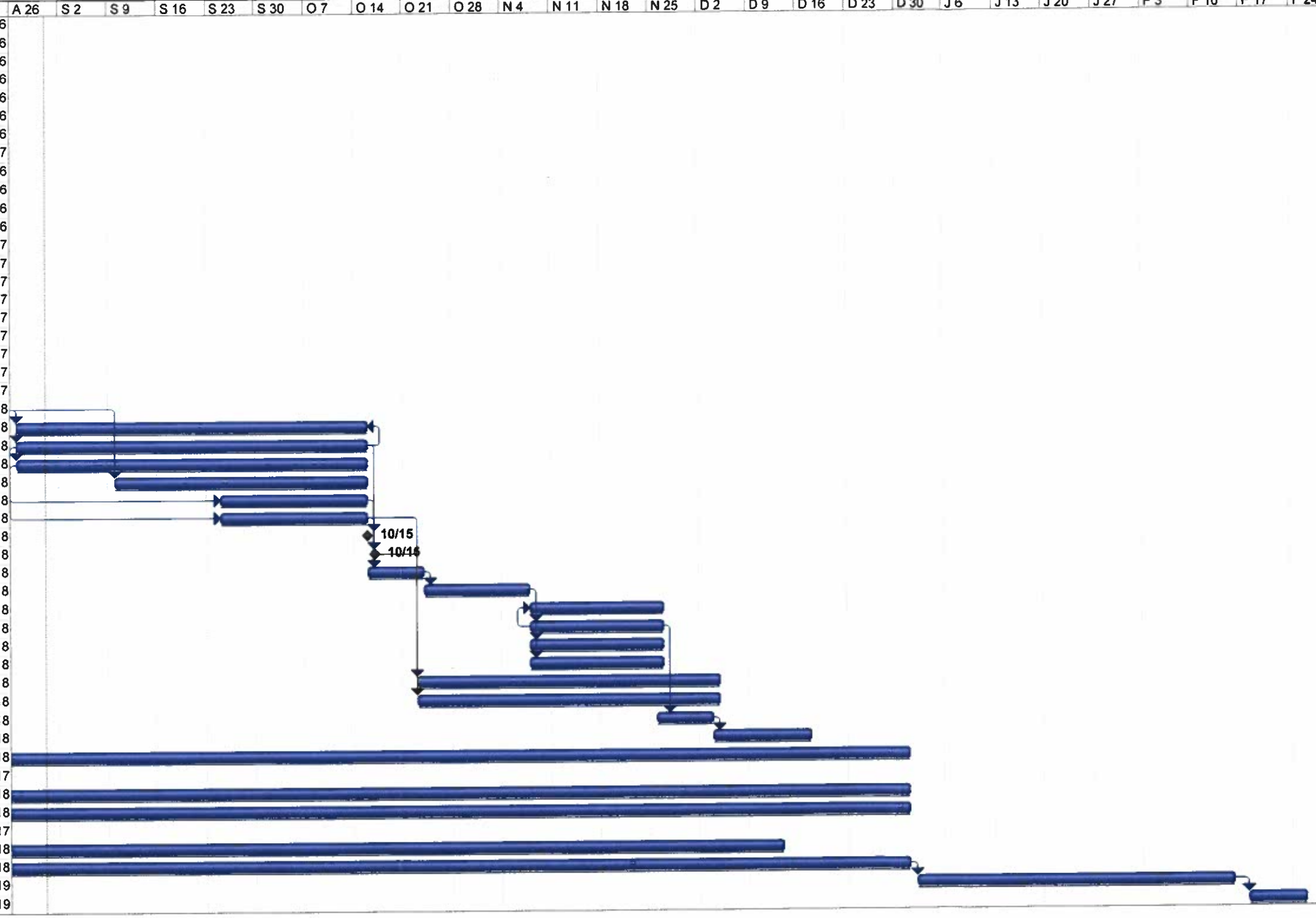
B. Drainage

1. Perform studies, create HEC-RAS/HMS models, develop exhibits and opinions of probable construction costs for City Park improvements to assess multiple alternatives for:
    - Channel improvements extending through park from CR 200 culvert at Sta 111+/- (Channel A) and Sta 123+/- (Channel B) and tying to existing downstream CMTA RR bridge
    - Check dam type detention to attenuate increased runoff from current phase project CR 200 project
    - Detention pond in park at Sta 123+/- culvert outfall to attenuate increased runoff from current phase project to show no runoff volume increase at CMTA RR bridge
    - Preliminary concepts of future detention and water quality ponds to accommodate ultimate CR 200 improvements; pond locations will address runoff from CR 200 culvert at Sta 111+/- and Sta 123+/-
    - Vehicle and pedestrian crossing of Channel B associated with proposed parking improvements within park area
    - Extension of CR 200 culvert Sta 123+/- to provide for proposed park pedestrian trail crossing
    - Revised hydraulic data to conform to revised designs

C. Miscellaneous

1. TCP
    - TCP alternative concept studies to accommodate a revised project limit
2. TCEQ CZP
    - Perform additional and extended studies to assess and revise previously prepared CZP to remove Bold Sundown project from documentation, data and exhibits

ID	Task Name	Duration	Start	Finish
1	**Notice To Proceed**	0 days	Fri 1/15/16	Fri 1/15/16
2	Kick-Off Meeting	1 day	Tue 1/19/16	Tue 1/19/16
3	Obtain ROE	95 days	Wed 1/20/16	Tue 5/31/16
4	**Survey Data Collection**	55 days	Thu 6/9/16	Wed 8/24/16
5	One Call/Control	10 days	Thu 5/26/16	Thu 6/9/16
6	Field Survey	20 days	Thu 6/9/16	Wed 7/6/16
7	Office Survey	40 days	Thu 6/30/16	Wed 8/24/16
8	**Environmental Studies**	287 days	Thu 8/25/16	Fri 9/29/17
9	**Geotech/Pavement Design**	25 days	Thu 8/25/16	Wed 9/28/16
10	**Preliminary Design**	20 days	Mon 8/1/16	Fri 8/26/16
11	Develop Ex A, Coord w/ CMTA	20 days	Mon 8/1/16	Fri 8/26/16
12	Preliminary Design Meeting	0 days	Tue 8/30/16	Tue 8/30/16
13	**Develop 60% PS&E**	50 days	Tue 2/14/17	Mon 4/24/17
14	Roadway Design	169 days	Wed 8/31/16	Mon 4/24/17
15	Drainage Design	169 days	Wed 8/31/16	Mon 4/24/17
16	Traffic Design	169 days	Wed 8/31/16	Mon 4/24/17
17	CMTA X-ing design & plans	149 days	Wed 9/21/16	Mon 4/17/17
18	CZP Design	14 days	Tue 4/11/17	Fri 4/28/17
19	Submit CMTA plans	0 days	Mon 4/24/17	Mon 4/24/17
20	Internal QC Review	4 days	Tue 4/25/17	Fri 4/28/17
21	**Willco Review**	35 days	Mon 5/1/17	Fri 6/16/17
22	Coordinate with City	310 days	Mon 6/19/17	Fri 8/24/18
23	**Develop 95% PS&E**	36 days	Mon 8/27/18	Mon 10/15/18
24	Roadway Design	36 days	Mon 8/27/18	Mon 10/15/18
25	Drainage Design	36 days	Mon 8/27/18	Mon 10/15/18
26	Traffic Design	26 days	Mon 9/10/18	Mon 10/15/18
27	CMTA X-ing design & plans	15 days	Tue 9/25/18	Mon 10/15/18
28	CZP Design	15 days	Tue 9/25/18	Mon 10/15/18
29	Submit TCEQ Permit Docs	0 days	Mon 10/15/18	Mon 10/15/18
30	Submit Final CMTA plans	0 days	Tue 10/16/18	Tue 10/16/18
31	Internal QC Review	6 days	Tue 10/16/18	Tue 10/23/18
32	**Willco Review**	11 days	Wed 10/24/18	Wed 11/7/18
33	**Develop Final PS&E**	13 days	Thu 11/8/18	Mon 11/26/18
34	Roadway Design	13 days	Thu 11/8/18	Mon 11/26/18
35	Drainage Design	13 days	Thu 11/8/18	Mon 11/26/18
36	Traffic Design	13 days	Thu 11/8/18	Mon 11/26/18
37	**Obtain TCEQ Permit Approval**	31 days	Tue 10/23/18	Tue 12/4/18
38	**Obtain CMTA Permit Approval**	31 days	Tue 10/23/18	Tue 12/4/18
39	Internal QC Review	6 days	Mon 11/26/18	Mon 12/3/18
40	**Willco Review**	10 days	Tue 12/4/18	Mon 12/17/18
41	**ROW**	490 days	Tue 2/14/17	Mon 12/31/18
42	Mapping	143 days	Tue 2/14/17	Thu 8/31/17
43	Acquisition	347 days	Fri 9/1/17	Mon 12/31/18
44	**Utilities**	490 days	Tue 2/14/17	Mon 12/31/18
45	Mapping	78 days	Tue 2/14/17	Thu 6/1/17
46	Conflict Assessment	400 days	Fri 6/2/17	Thu 12/13/18
47	Adjustment	162 days	Fri 5/18/18	Mon 12/31/18
48	**Bid Phase**	33 days	Wed 1/2/19	Fri 2/15/19
49	Bid Review/Recommendation	6 days	Mon 2/18/19	Mon 2/25/19



Project: CR 200 WA#4
Date: Fri 8/31/18

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

County: Williamson
Highway: County Road 200
Limits: From SH29 to CR236

ATTACHMENT D
Fee Schedule
SUMMARY

Work Authorization No. 4
Supplemental Work Authorization No. 2

O'Brien Engineering Services

TEAM MEMBER		WA No. 1
O'Brien Engineering Services, LLC	$	58,128.00
WSB	$	30,594.00
Blanton & Associates	$	31,686.00
Survtex, LLC	$	34,176.00
	$	154,584.00

COUNTY: WILLIAMSON
HIGHWAY: COUNTY ROAD 200
LIMITS: CMTA RR TO CR 201 AT BOLD SUNDOWN

ATTACHMENT D
Fee Schedule

Work Authorization No. 4
Supplemental WA No. 2

O'Brien Engineering Services

Task	Labor Classification	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Engr Tech	Admin/ Clerical	Total Hours	Total Labor
	Rate	$175.00	$155.00	$120.00		$99.30	$56.28	each	$
1)	***PROJECT MANAGEMENT***								
	PROJECT ADMIN & CONTROL	20					10	30	$4,062.80
	PROJECT MEETINGS (EST AT 2)	6					2	8	$1,162.56
	PROJECT TEAM COORDINATION, ETC	10						10	$1,750.00
	STAKEHOLDER MTGS, COORDINATION, COMMUNICATION, ETC	2					1	3	$406.28
	QC/QA	10		10			2	22	$3,062.56
	Subtotal	**48**		**10**			**15**	**73**	**$10,444.20**
2)	***DESIGN***								
	ROADWAY								
	EXTENDED PROJECT STUDIES TO ASSESS ALTERNATIVES	12	30	12		12		66	$9,381.60
	PROJECT TERMINI STUDIES	2	6					8	$1,280.00
	STAGECOACH SUBDIVISION ENTRANCE STUDIES	2	8					10	$1,590.00
	CALCULATE QTYS & PREP ALT CONSTRUCTION COST ESTIMATES		6	4		12		22	$2,601.60
	CITY PARK DRAINAGE								
	MULTIPLE ALTERNATIVE STUDIES/DESIGN	8	48	96		28		180	$23,140.40
	SITE VISITS (2 EACH)		6	6				12	$1,650.00
	DRAINAGE PS&E ASPECTS								
	UPDATE HYDRAULIC DATA SHEETS			4		4		8	$877.20
	TCEQ CZP								
	REVISE TCEQ CZP (Separate from BS)	6		32		6		44	$5,485.80
	TCP								
	ALTERNATIVE STUDY FOR REVISED PROJECT LIMIT	2	6			4		12	$1,677.20
	Subtotal	**32**	**110**	**154**		**66**		**362**	**$47,683.80**
						LABOR TOTAL			**$58,128.00**
						EXPENSES			
						TOTAL			**$58,128.00**

ATTACHMENT D							
WA #4 SA#2			CR 200				
			At CMTA RR			DATE:	May 8, 2018
ROGERS DESIGN SERVICES							
PROJECT: Preparation of PS&E							
							Sheet 1/2
TASK AND DESCRIPTION			SENIOR	SENIOR	CADD		TOTAL
			ENGINEER	TECH	TECH		
	HOURLY RATE		$155.00	$120.00	$50.00		
1. REVISE LIMITS OF IMPROVEMENTS ON CR 200	HOURS		30	46	0		76
	COST		$4,650	$5,520	$0		$10,170
2. UPDATE TITLE, TYP SECS, P/P, UTILITY SHEETS TO REVISED LIMITS	HOURS		0	0	0		0
	COST		$0	$0	$0		$0
3. REVISE/UPDATE CROSS SECTIONS	HOURS		4	12	0		16
	COST		$620	$1,440	$0		$2,060
4. DEVELOP ROW EXHIBITS	HOURS		48	64	0		112
	COST		$7,440	$7,680	$0		$15,120
5. DEVELOP DRIVEWAY/SIDESTREET EXHIBITS	HOURS		16	16	0		32
	COST		$2,480	$144	$0		$2,624
6. UPDATE QUANTITIES AND BID ITEM ESTIMATES	HOURS		0	0	0		0
	COST		$0	$0	$0		$0
7. REVISE/UPDATE PROJECT SCHEDULE	HOURS		4	0	0		4
	COST		$620	$0	$0		$620
PROJECT TOTALS	TOTAL HOURS		102	138	0		240
	TOTAL COST		$15,810	$14,784	0		$30,594

ATTACHMENT D			CR 200								Williamson
WA #4 SA#2											County
			At CMTA RR								
ROGERS DESIGN SERVICES										DATE:	May 8, 2018
PROJECT: Preparation of PS&E											Sheet 2/2
TASK AND DESCRIPTION	No. Sheets	Hours /Sheet	PROJECT MANAGER HOURS	Hours /Sheet	SENIOR ENGINEER	Hours /Sheet	SENIOR TECH HOURS	Hours /Sheet	CADD TECH HOURS		TOTAL HOURS
1. REVISE LIMITS OF IMPROVEMENTS ON CR 200											
1. Develop Exhibits, cross sections, and quantities for 3 alternatives					24		32				56
2. Develop cross sections for revised limits					6		12				18
3. Revert to original cross sections							2				2
SUBTOTAL					30		46		0		76
											0
2. UPDATE TITLE, TYP SECS, P/P, UTILITY SHEETS TO REVISED LIMITS											
1. Update title sheet											0
2. Update typical sections											0
3. Update plan/profiles									0		0
4. Update utility layouts											0
SUBTOTAL					0		0		0		0
3. REVISE/UPDATE CROSS SECTIONS											0
1. Update cross section sheets to reflect revised drainage					4		12				
SUBTOTAL					4		12		0		0
4. DEVELOP ROW EXHIBITS											
1. Develop exhibits (up to 8)					48		64				112
SUBTOTAL					48		64		0		112
5. DEVELOP DRIVEWAY/SIDESTREET EXHIBITS											
1. Develop and update exhibits					16		16				32
SUBTOTAL					16		16		0		32
6. UPDATE QUANTITIES AND BID ITEM ESTIMATES											
1. Update quantities											0
SUBTOTAL					0		0		0		0
7. REVISE/UPDATE PROJECT SCHEDULE											
1. Update project schedule (2X)					4						4
SUBTOTAL					4		0		0		4
PROJECT TOTALS					102		138		0		234

	Labor Classifications									
TASK DESCRIPTION	ENV Manager	Senior Env Planner	ENV Planner II	Env Planner I	Sr Env Sci/Sr Biologist	Env Sci I / Biologist I /Archeologist	Biologist II/Sr Historian / Sr Archeologist	Sr GIS Tech	Tech Editor	TOTALS
Environmental Due Diligence										
Biology					24		16	16	4	60
Hazardous Materials	1		4					4	4	13
Chapter 26 (additional tasks)	8		40					24	8	80
Assistance with Public Involvement	16		40					24	32	112
Project Coordination	12		8							20
FC120 SUBTOTAL	37	0	92	0	24	0	16	68	48	285
TOTAL SHEETS										
TOTAL HOURS	37	0	92	0	24	0	16	68	48	285
BASE RATE	$ 166.00	$ 136.00	$ 115.00	$ 90.00	$ 120.00	$ 93.00	$ 98.00	$ 101.00	$ 76.00	
TOTAL DIRECT LABOR	$ 6,142.00	$ -	$ 10,580.00	$ -	$ 2,880.00	$ -	$ 1,568.00	$ 6,868.00	$ 3,648.00	$ 31,686.00

DIRECT EXPENSES	TOTAL		UNIT	UNIT COST	QTY	Cost				
Haz Mat Database Search			MILE	$ 300.00		$ -				
Backhoe Rental and Operator			DAY	$ 1,000.00		$ -				
Mileage			MILE	$ 0.575		$ -				
TOTAL EXPENSES						$ -				$ -
									TOTAL COST	$ 31,686.00

PROJECT: CR 200
COUNTY: WILLIAMSON
SURVEY LIMITS: 106+00 to 158+00 and 258+04 to 267+00
CATEGORIES OR TYPE OF WORK: ROW SURVEYING & DESIGN SURVEYING

WORK AUTHORIZATION NO. 4
SUPPLEMENTAL WA NO. 2

		SPECIFIED RATE EXPENSES											
TASK AND DESCRIPTION OF EXHIBIT B ITEMS		RPLS - PROJECT MANAGER	RPLS - TASK LEADER	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	1 - PERSON SURVEY CREW	2 - PERSON SURVEY CREW	3 - PERSON SURVEY CREW	4 - PERSON SURVEY CREW	FLAGGER	ABSTRACTOR	ADMIN / CLERICAL	0
	TASK AND DESCRIPTION	$138	$130	$95	$89	$87	$137	$185	$193	$36	$73	$54	
A. PSE-CR200 @ SH29 - SUPPLEMENTAL WORK													
1	Field Survey - Locate Existing Boundary and Set proposed	2.00 HRS	1.50 HRS	2.00 HRS	10.00 HRS	4.00 HRS	45.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	2.00 HRS	$8,212.00
	Production of R.O.W. Deliverables	12.50 HRS	28.50 HRS	64.00 HRS	111.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	4.00 HRS	$21,605.00
2	Field Survey - Additional Design	0.00 HRS	0.00 HRS	1.00 HRS	1.50 HRS	0.00 HRS	20.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	1.00 HRS	$3,022.50
	Production of Design Survey	1.00 HRS	1.00 HRS	3.00 HRS	8.50 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.50 HRS	$1,336.50
TOTAL HOURS		15.50 HRS	31.00 HRS	70.00 HRS	131.00 HRS	4.00 HRS	65.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	0.00 HRS	7.50 HRS	
ESTIMATED SPECIFIED RATE FEE		$ 2,139.00	$ 4,030.00	$ 6,650.00	$ 11,659.00	$ 388.00	$ 8,905.00	$ -	$ -	$ -	$ -	$ 405.00	$ 34,176.00

Commissioners Court - Regular Session **20.**

Meeting Date: 09/25/2018

CR 176 at RM 2243 WSB and Associates Inc Contract Amendment No 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 176 at RM 2243 contract between Williamson County and WSB & Associates, Inc. relating to the 2013 Road Bond Program. Project: P241. Funding Source: Road Bonds.

Background

Compensation Cap is increased from $520,000.00 to $642,000.00, an increase of $122,000.00. These additional funds are to cover scope of services including additional surveying, drainage studies, and design services related to Snowmelt cave and water quality/detention ponds on the north and south ends of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR176@RM2243-WSB-ContractAmendment2

CR176@RM2243-WSB-Supp3WA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Marie Walters		Started On: 09/20/2018 11:16 AM
Final Approval Date: 09/20/2018		

RECEIVED
SEP 19 2018
BY: PSI

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: County Road 176 at RM 2243 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **February 03**, 20**16** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$520,000**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from **$520,000** to **$642,000**.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER: ~~WSB & Associates~~

By: _____
Signature

JAMES W KENNEDY
Printed Name

VICE PRESIDENT
Title

9-19-18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

DK
9/17/2018

RECEIVED
SEP 19 2018
BY: PSI

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 176 at RM 2243

This Supplemental Work Authorization No. 3 to Work Authorization No. 1is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **February 23, 2016** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on **August 10, 2019**. 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).

III. The maximum amount payable for services under the Work Authorization is hereby increased from **$509,026** to **$641,875**. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

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.

ENGINEER: ~~WSB & Associates~~

By: _____
Signature

JAMES W KENNEDY
Printed Name

Principal / VICE PRES.
Title

9-19-18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

9/19/2018

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Supplemental Agreement No.3
to
Work Authorization No. 1
County Road 176
RM 2243 to Parkside Parkway
Williamson County, TX

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

MODIFIED SCOPE OF SERVICES

GENERAL

The project Scope of services identified in WA#1 scope of services have been revised. The limit revision undertaken by SA#2 required additional data acquisition, design services, and analysis. These need for these additional efforts was not apparent when SA#2 was executed; the following additional services will be provided.

I. PROJECT MANAGEMENT

The ENGINEER will provide project management services based on increased project limits, and the related extended project duration including the following:

A. Provide Project Administration and Controls.

1. Prepare and submit a monthly invoice package, which shall include the Engineer's invoice, subconsultant invoices, and a project development status report. All subconsultant invoices will be reviewed for accuracy prior to submission. The Engineer will submit monthly progress status reports to the GEC. Progress reports will include: tasks completed, tasks/objectives that are planned for upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. A copy of the monthly progress report will be uploaded to Projectwise.

2. The engineer will manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

3. Coordinate and communicate with Client

4. Coordinate and communicate with project team and subconsultants. This task will include reviewing drainage design alternatives with drainage subconsultant and communicating recommendations to the County for review and approval.

5. Coordinate and communicate with project stakeholders including Williamson County, TxDOT, affected landowners, local neighborhoods, utility providers, project team and other stakeholders

6. Develop and maintain project development schedule.

B. Attend meeting with Williamson County to discuss project issues and review alternative solutions.

II. SURVEY

1) Cave Survey:
- Prepare a topographic survey of an area approximately 300' by 300' centered on the opening of a cave located at the east side of C.R. 176.
- Extend existing topographic survey south of cave limits to a curb inlet at east side Park Valley Drive.

2) Water Oak Tract:
- Run a profile line on the Water Oak property north of F.M. 2243. Profile line to begin at the northern end of the previously cross sectioned portion of proposed right-of-way in future development across Water Oak tract and extend northerly to the flowline of a creek. Profile line approximately 900 feet in length.

3) Parcel Staking:
- Stake proposed right-of-way lines of approximately five (5) parcels. 100d nails with wooden laths to be staked at +/-50' intervals along proposed right-of-way.

4) Parcel Exhibit Revisions/Addition:
- Make revisions to approximately 4 Parcel exhibits as a result of proposed right-of-way changes and land transaction(s) that have occurred subsequent to initial Parcel submittals.
- Additional parcel for right-of-way along north side of F.M. 2243.
- Set/reset property corners as required by revisions.

5) Drainage & Slope Easements:
- Prepare exhibits with accompanying metes and bounds descriptions for proposed drainage and slope easements.

III. PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

A. Revise existing design files to reflect updated drainage designs and cave related plan sheets
   1. Revise ROW
   2. Coordinate with Developer's engineers
   3. Revise pond locations
   4. Develop ROW exhibits showing various details including driveways, trees, etc.
   5. Develop plan sheet with details for cave remediation

6. Develop driveway details and exhibits
7. Update cross sections
8. Revise TCP to construct from Deer Draw to Parkside Parkway in a two phase TCP instead of a three phase TCP.
9. Additional design and coordination efforts related to the pond on the north side and the culvert under RM 2243. Development of design details for three alternative design approaches and related preliminary cost estimates. Coordination of alternative design approaches through multiple meetings and reviews with the GEC. Coordination related to incorporating data from the snowmelt cave. Multiple site visits to confirm assumptions.

IV. Preliminary WQ/Detention Analysis

a. South Project Watershed WQ/Detention

Develop preliminary design of future pond

1. Determine water quality volume required for the ultimate CR 176 cross section based upon TCEQ criteria
2. Create HEC-HMS hydrology model to assess detention volume requirements
3. Develop preliminary WQ/detention pond geometry based upon volume requirements and site constraints including:
    a. Ensuring positive roadway drainage from profile lows into pond
    b. Minimizing conflicts with existing water lines
4. Recommend ROW requirements based on pond geometry including accessibility and downstream grading for positive outfall.
5. Prepare Report with exhibits and recommendations.

b. North Project Watershed WQ/Detention

Utilize previous preliminary pond design analyses and parameters to analyze and develop preliminary design of future pond at 2 alternative locations near north end of Project

1. Identify needed revisions to Culvert 1 design to accommodate gravity outfall from each alternative pond location
2. Prepare email report of findings and recommendations.

V. Drainage Design (PS&E)

a. Southward Project Extension Revisions Based on Cave Survey
    1. Modify hydrology to incorporate drainage to cave
        (a) Update Drainage Area Map
        (b) Update HMS model and summary tables
    2. Off-Site Drainage Improvements to incorporate design to Parkside at Mayfield Ranch Subdivision conveyance system
        (a) Finalize storm drain design based on the additional survey data
        (b) Finalize storm drain plan & profile and details (Estimated at 1 Sheet)

b. Culvert 1 revisions based upon alternative future north project watershed WQ/Detention pond locations

1. Develop redesign of culvert based upon gravity outfall parameters of each pond location
2. Revise design establishing new flowlines and downstream grading
3. Revise plans and details

IV. Update quantities table (Estimated at 1 Summary Sheet).

V. Assemble additional pertinent standard sheets and details

VI. WPAP

a. Revise WPAP report to insert and add permit documents to address Snowmelt Cave

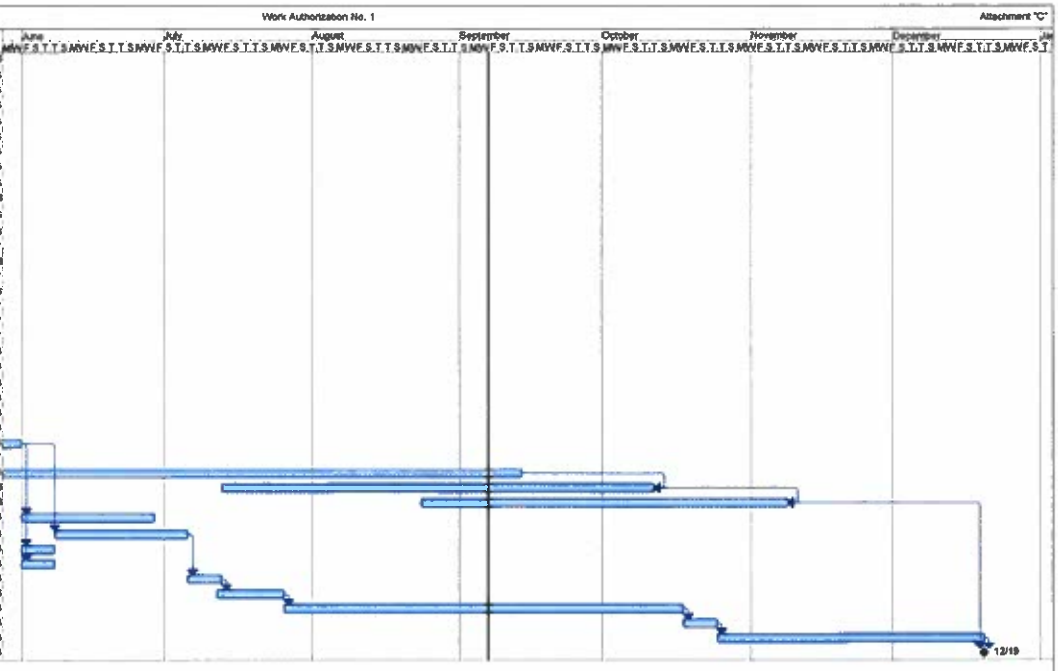
VII. DELIVERABLES

All Deliverables will comply with checklists provided by current version of Williamson County Design Criteria Manuals

Final Submittal - the final submittal will be updated to reflect revisions related to this

County Road 176 at RM 2243 | Work Authorization No. 1 | Attachment "C"

ID	Task Name	Duration	Start	Finish
1	Notice To Proceed	0 days	Tue 3/1/16	Tue 3/1/16
2	Kick-Off Meeting	1 day	Thu 3/3/16	Thu 3/3/16
3	Obtain ROE	75 days	Tue 3/1/16	Mon 6/13/16
4	Survey Data Collection	30 days	Tue 6/7/16	Mon 7/18/16
5	One Call/Control	10 days	Tue 6/7/16	Mon 6/20/16
6	Field Survey/Boundary Survey	20 days	Tue 6/7/16	Mon 7/4/16
7	Office Survey	20 days	Tue 6/21/16	Mon 7/18/16
8	Preliminary/Schematic Design	60 days	Thu 7/14/16	Wed 10/5/16
9	Preliminary Design Meeting	0 days	Wed 10/5/16	Wed 10/5/16
10	Geotech/Pavement Design	20 days	Thu 10/6/16	Wed 11/2/16
11	Develop 60% PS&E	30 days	Thu 11/3/16	Wed 12/14/16
12	Roadway Design	50 days	Thu 10/6/16	Wed 12/14/16
13	Drainage Design	113 days	Thu 10/13/16	Mon 3/20/17
14	Traffic Design	15 days	Thu 10/20/16	Wed 11/9/16
15	CZP Design	5 days	Tue 3/21/17	Mon 3/27/17
16	Utility Conflict Identification	0 days	Wed 12/14/16	Wed 12/14/16
17	Internal QC Review	5 days	Tue 3/21/17	Mon 3/27/17
18	Williamson County 60% Submittal	0 days	Mon 3/27/17	Mon 3/27/17
19	TxDOT/Willco Review	10 days	Tue 3/28/17	Mon 4/10/17
20	Revise contract limits, add SA	255 days	Tue 4/11/17	Mon 4/2/18
21	Develop 90% PS&E	28 days	Tue 4/3/18	Thu 5/10/18
22	Roadway Design	28 days	Tue 4/3/18	Thu 5/10/18
23	Drainage Design	28 days	Tue 4/3/18	Thu 5/10/18
24	Traffic Design	15 days	Tue 4/3/18	Mon 4/23/18
25	Internal QC Review	5 days	Fri 5/11/18	Thu 5/17/18
26	TxDOT/Willco Review	10 days	Fri 5/18/18	Thu 5/31/18
27	TCEQ Review/Approval (others)	50 days	Tue 3/28/17	Mon 6/5/17
28	ROW Determination/Map Dev.	100 days	Fri 4/27/18	Thu 9/13/18
29	ROW Acquisition (others)	65 days	Fri 7/13/18	Thu 10/11/18
30	Utility Relocation	55 days	Fri 8/24/18	Thu 11/8/18
31	Develop Final PS&E	20 days	Fri 6/1/18	Thu 6/28/18
32	Roadway Design	20 days	Fri 6/8/18	Thu 7/5/18
33	Drainage Design	5 days	Fri 6/1/18	Thu 6/7/18
34	Traffic Design	5 days	Fri 6/1/18	Thu 6/7/18
35	Internal QC Review	5 days	Fri 7/6/18	Thu 7/12/18
36	TxDOT/Willco Review	10 days	Thu 7/12/18	Wed 7/25/18
37	Bid Phase	60 days	Thu 7/26/18	Wed 10/17/18
38	Bid Review/Recommendation	5 days	Thu 10/18/18	Wed 10/24/18
39	Contract Execution	40 days	Thu 10/25/18	Wed 12/19/18
40	Construction NTP	0 days	Wed 12/19/18	Wed 12/19/18



Project: CR 176 at RM 2243
Date: Fri 9/7/18

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | Deadline

ATTACHMENT D	CR 176		
SA #3	From Parkside Parkway to RM 2243		
			DATE: Sept. 19, 2018
CR 176 WA#1 Attachment D Summary			
Firm / Role	Labor	Direct Expense	Total Budget
WSB / PM, Roadway Design	$76,575	$0	$76,575
OBES / Drainage,TCEQ,QC/QA	$16,774		$16,774
Pape Dawson / Survey, ROW Mapping	$39,500	$0	$39,500
Project total			$132,849

ATTACHMENT D							
SA #3		CR 176					
		From Parkside Parkway to RM 2243				DATE:	Sept. 19, 2018
WSB & Associates, Inc							
PROJECT: Preparation of PS&E							
							Sheet 1/2
TASK AND DESCRIPTION		PROJECT	SENIOR	SENIOR	CADD		TOTAL
		MANAGER	ENGINEER	TECH	TECH		
	HOURLY RATE	$175.00	$160.00	$125.00	$50.00		
I. PROJECT MANAGEMENT	TOTAL HOURS	139	0	0	0		139
	TOTALS	$24,325	$0	$0	$0		$24,325
II. SURVEY COORDINATION	TOTAL HOURS		34	10	0		44
	TOTALS		$5,440	$1,250	$0		$6,690
III. PS&E PREPARATION	TOTAL HOURS		161	158	1		320
	TOTALS		$25,760	$19,750	$50		$45,560
TOTAL PROJECT LABOR	TOTAL HOURS	139	195	168	1		503
	TOTAL LABOR COST	$24,325	$31,200	$21,000	$50		$76,575

ATTACHMENT D			CR 176								Williamson
SA #3											County
			From Parkside Parkway to RM 2243								
WSB & Associates, Inc										DATE:	Sept. 19, 2018
PROJECT: Preparation of PS&E											Sheet 2/2
TASK AND DESCRIPTION	No. Sheets	Hours /Sheet	PROJECT MANAGER HOURS	Hours /Sheet	SENIOR ENGINEER	Hours /Sheet	SENIOR TECH HOURS	Hours /Sheet	CADD TECH HOURS		TOTAL HOURS
I. PROJECT MANAGEMENT											
1. Prepare monthly invoice package			12								12
2. Manage Project Activities			40								40
3. Coordinate With Client			18								18
4. Coordinate with drainage subconsultant			60								60
5. Coordinate with stakeholders			6								6
6. Update project schedule			3								3
SUBTOTAL			139		0		0		0		139
II. SURVEY											
1. Review new survey data/append into existing files					2		6				8
2. Coord. on parcel revisions, ROW staking, etc., review parcels					32		4				
											0
SUBTOTAL					34		10		0		44
III. PS&E PREPARATION											
1. Revise ROW limits					8		8				16
2. Coordinate with stakeholders' Engineer					4		0		0		4
3. Revise Filtration Pond locations					8		8		0		16
4. Develop ROW exhibits					40		40		0		80
5. Develop Cave detail plan sheet	1			5	5	6	6	1	1		12
6. Develop driveway exhibits	3			2	6	4	12				18
7. Update cross sections north and west of Parkside Parkway	8			0.5	4	1.5	12		0		16
8. Revise TCP	3			2	6	4	12		0		18
9. Additional efforts related to the pond on the north side and the culvert under RM 2243					80		60		0		140
					0		0		0		0
					0		0		0		0
					0		0		0		0
					0		0		0		0
SUBTOTAL					161		158		1		320
PROJECT TOTALS			139		195		168		1		503

Commissioners Court - Regular Session **21.**

Meeting Date: 09/25/2018

Dunaway Contract Amendment No 3 Cave at Cambria Drive

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Dunaway Associates L.P. and Williamson County dated March 20, 2018 for Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas for Williamson County Road and Bridge.

Background

The Contract is amended to include the rates for Engineer's sub-contractor Raba Kistner Consultants, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway Contract Amendment No 3 Cave at Cambria Drive

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/17/2018 02:21 PM
County Judge Exec Asst.	Wendy Coco	09/17/2018 03:56 PM
Form Started By: Vicky Edwards		Started On: 09/17/2018 08:41 AM
Final Approval Date: 09/17/2018		

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Structural and Civil Karst Mitigation Relating to the Cave at Cambria Drive, Round Rock, Texas **("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Dunaway Associates, L.P., a Texas Limited Partnership acting by and through its General Partner, Dunaway Genpar, LLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **March 20, 2018** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Rate Schedule under Exhibit "D" of the Contract is hereby amended to include the rates for Engineer's sub-contractor Raba Kistner Consultants, Inc., as set out in the enclosed Attachment "A" attached hereto and incorporated herein for all purposes.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: Eddie Bogard
Signature

Eddie D. Bogard
Printed Name

Engagement Manager
Title

09/14/2018
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment "A"

The following Rate Schedule shall amend and supplant the original Rate Schedule under Exhibit "D" of the Contract:

DUNAWAY ASSOCIATES, L.P.
2018 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	$ 85.00 - $154.00
Department Directors	$145.00 - $286.00
Information Systems	$ 95.00 - $105.00
Marketing/Business Development	$105.00 - $149.00
Financial	$120.00 - $275.00
Civil Technician	$ 87.00 - $132.00
Civil Designer	$115.00 - $143.00
Graduate Engineer	$115.00 - $132.00
Project Engineer	$135.00 - $176.00
Assistant Project Manager	$140.00 - $154.00
Project Manager	$155.00 - $204.00
Field Manager/Chief of Parties	$120.00 - $176.00
Survey Project Manager	$135.00 - $187.00
Senior Project Surveyor	$150.00 - $165.00
Survey Party Chief	$120.00 - $149.00
Survey Technician	$ 90.00 - $121.00
Survey Field Assistant	$ 60.00 - $ 66.00
GIS	$ 95.00 - $171.00
PLA Technician	$ 80.00 - $116.00
Sr. Land Planner	$185.00 - $204.00
Graduate Landscape Architect	$ 95.00 - $105.00
Landscape Architect	$110.00 - $209.00
Planner	$100.00 - $149.00
Construction Administrator	$125.00 - $138.00
Environmental Scientist	$105.00 - $154.00
Intern	$ 75.00 - $ 83.00
Senior Technical Expert	$190.00 - $209.00
Principal	$190.00 - $315.00
President	$500.00

RABA KISTNER CONSULTANTS INC.
Schedule of Fees for Professional Services

Personnel:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **22.**

Meeting Date: 09/25/2018

CR 200 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Steve Shi and Yan Zhang for ROW needed on CR 200, parcel 3. Funding Source: Road Bonds P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shi/Zhang Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 09:45 AM
Charlie Crossfield (Originator)	Charlie Crossfield	09/20/2018 09:54 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2018 08:56 AM
Final Approval Date: 09/20/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by STEVE SHI and YAN ZHANG (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain tract of land comprising 0.649 acre (28,250 SF) in the Richard West Survey, Abstract No. 643, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of TWENTY-TWO THOUSAND FIVE HUNDRED and 00/100 Dollars ($22,500.00)

2.01.1. As Additional Compensation for any improvements on the Property, the replacement of any fencing and any cost of cure for the remaining property of Seller shall be the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED and 00/100 Dollars ($24,500.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Austin Title Company on or before September 15, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each as incurred respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:

Steve Shi

Address: 9228 Limoncillo Dr
Austin TX 78750

Date: 8/19/2018

Yan Zhang

Yan Zhang

Address: Same

Date: 8-27-2018

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 3

BEING A 0.649 ACRE (28,250 SQUARE FEET) TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT 643 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF LOT 57, SUNDANCE RANCH, A PLAT RECORDED IN CABINET O, SLIDE 55, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C), AND IN DOCUMENT NO. 9701704, OF THE OFFICAIL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.), SAID LOT 57 BEING CONVEYED TO STEVE SHI AND YAN ZHANG, HUSBAND AND WIFE, BY DEED RECORDED IN DOCUMENT NO. 2016037606, O.P.R.W.C., SAID 0.649 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of a common line being the southerly line of said Lot 57, Sundance Ranch and a northerly line of a called 58.13 acre tract conveyed to Andrew S. Huang and Min S. Huang, husband and wife, by deed recorded in Document No. 2013086306, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.), with the proposed easterly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200), and being the southeast corner hereof, from said ½" iron rod with plastic cap, the calculated southeast corner of said Lot 57 bears N 81°26'40" E along said common line, a distance of 548.48', and from said calculated corner a ½" iron rod found bears S 20°44'47" E, a distance of 0.29', also from said ½" iron rod with plastic cap a calculated angle point in said common line bears N 81°26'40" E a distance of 1218.55', and from said calculated angle point, a ½" iron rod with "Forest" cap bears N 08°33'20" W a distance of 0.25', for reference;

1. **THENCE** S 81°26'40" W, with said common line, a distance of 47.57' to a ½" iron rod found marking the southwest corner of said Lot 57, and the southeast corner of a called 0.6664 acre right-of-way dedication recorded with the plat of said Sundance Ranch, and being the southwest corner hereof, from which a ½" iron rod with "Forest" cap found marking the common westerly corner of said Huang tract and said R.O.W. dedication (Sundance Ranch), bears S 81°26'40" W a distance of 20.13', for reference;

2. **THENCE** N 15°00'50" W, along the common line of said Lot 57 and said R.O.W. dedication, at a distance of 555.41' passing the calculated westerly termination of a Private Roadway Easement recorded with plat of said Sundance Ranch, from which a ½" iron rod found bears S 69°13'09" W a distance of 0.32', and continuing 40.22' for a total distance of 595.63' to a calculated point being the northwest corner of said Lot 57, same being the southwest corner of Lot 1, of said Sundance Ranch, and being the northwest corner hereof;

EXHIBIT A

County: Williamson County
Roadway: **CR. 200**

3. **THENCE** N 69°13'47" E, along the common line of said Lot 57 and said Lot 1, a distance of 47.04' to a Mag nail with washer stamped "SURVTEX" set in the proposed easterly R.O.W. line of said C.R. 200, from which a calculated point for a point of curvature in said common line bears N 69°13'47" E, a distance of 233.88', and from said calculated point a ½" iron rod found marking a point of curvature in the northerly line of a Private Roadway Easement recorded with said plat of Sundance Ranch bears N 20°35'23" W, a distance of 29.92', also from said calculated point a ½" iron rod found marking a point of curvature in the southerly line of said Private Roadway Easement bears S 20°35'23" E, a distance of 29.92';

4. **THENCE** S 15°03'26" E, across said Lot 57 and with the proposed easterly R.O.W. line of said C.R. 200, a distance of 605.70' to the **POINT OF BEGINNING** and containing 0.649 acres (28,250 square feet) of land, more or less.

The bearings shown hereon are stated to be: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

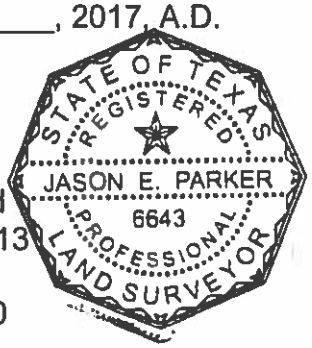
The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

This property description is accompanied by a separate plat of even date.

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

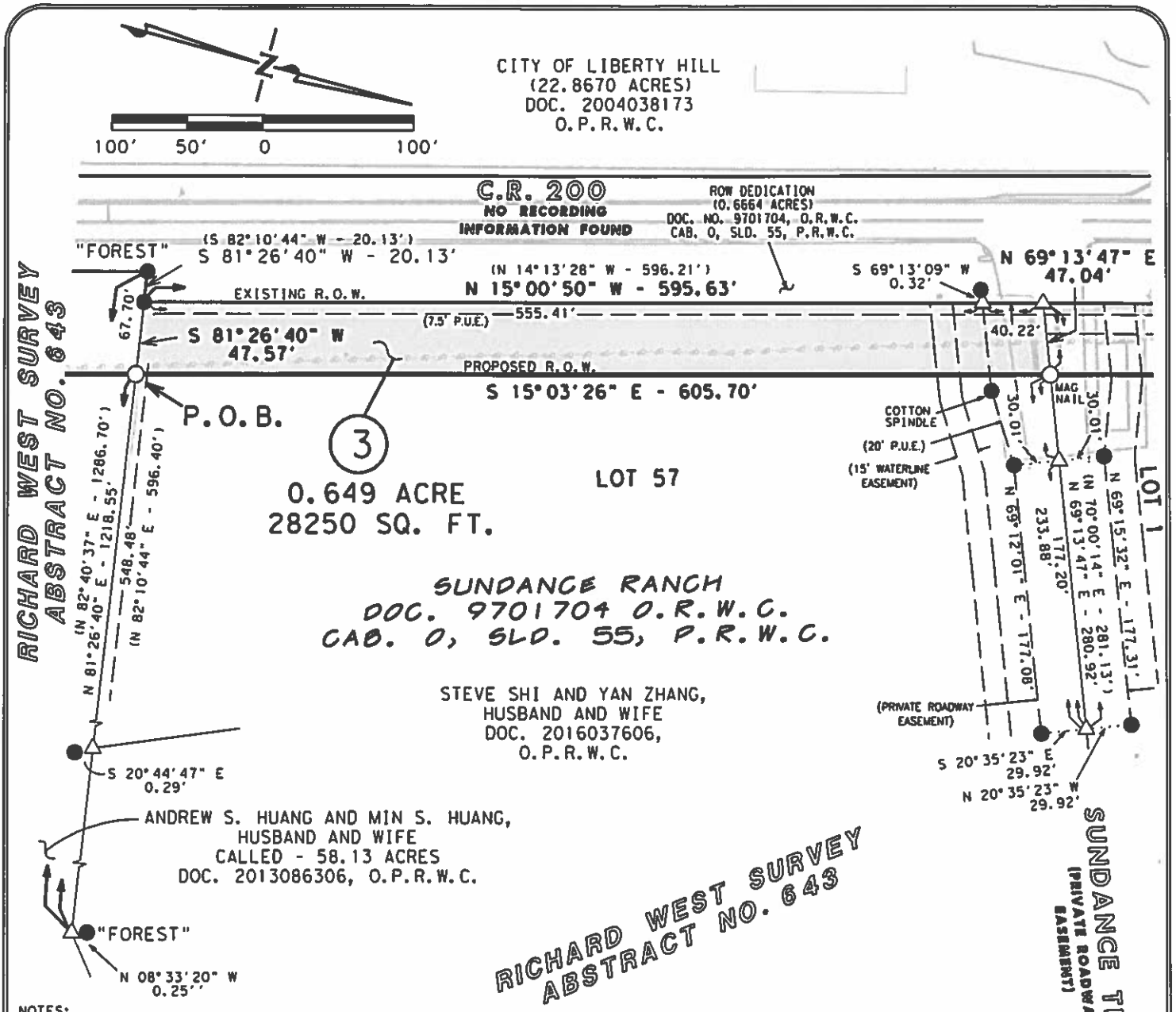
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of Oct, 2017, A.D.



SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE * PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 3
ACRES: 0.649
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 100'
SHEET 3 OF 3

FILE: P03.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

EXHIBIT "B"

Parcel 3

DEED

County Road 200 Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That STEVE SHI and YAN ZHANG, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.649 acre (28,250 Sq. Ft.) tract of land in the Richard West Survey, Abstract No. 643, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 200.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2018.

[signature page follows]

GRANTOR:

_____
Steve Shi

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2018 by Steve Shi in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

GRANTOR:

_____
Yan Zhang

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2018 by Yan Zhang in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **23.**

Meeting Date: 09/25/2018

CR 111 Option To Purchase Waterline Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement Regarding Option To Purchase Waterline Easement with Jessica Nicol Buckler and Joseph Leonard Buckler for easement interests needed on the CR 111 project, parcel 30. Funding Source - Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 111 Option To Purchase Waterline Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 09:45 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2018 09:07 AM
Final Approval Date: 09/20/2018		

AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT

CR 111 Right of Way—Parcel 30

As additional consideration and Agreement in connection with that certain Real Estate Contract between the parties executed effective on or about _____, 2018, this AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT ("Agreement") is made by and between JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser").

The terms of this Agreement are as follows:

1.01. As an agreement and obligation which shall survive the Closing of that certain Real Estate Contract between the parties, Purchaser shall have the additional option (the "Option") at its sole discretion to purchase a waterline easement interest in and across the following Property of Seller:

> All of that certain 0.095 acre (4,138 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 30-WE**)

for the consideration and terms as set forth in this Agreement.

1.02. The Purchase Price for the Easement described herein shall be EIGHT HUNDRED FIFTY and no/100 Dollars ($850.00).

1.03. The Option to purchase this easement shall continue until the expiration of two (2) years after the Effective Date of this Agreement (the "Option Period"). The Effective Date shall be the date of the last execution by any party. Purchaser shall have the right to extend the Option Period for an additional period of two years by providing written notice to Seller, and if such extension is exercised the Purchase Price for the easement shall be increased by 15%.

1.04. The parties shall record a Memorandum of Option at the Closing of the fee simple Property transaction contemplated in the Contract described above. The form of the Memorandum of Option shall be as shown in Exhibit "B" attached hereto and incorporated herein. The Option shall be a covenant running with the land, and shall bind Seller's heirs, agents, successors and assigns.

1.05. The Closing for completion of any Easement purchase transaction under this Agreement shall take place within 30 days after Buyer's notice in writing to Seller of its intent to exercise the Option identified herein.

1.06. The form of the Easement to be granted under this Agreement shall be as shown in Exhibit "C" attached hereto and incorporated herein, or as otherwise agreed to between the parties.

CONTRACT DOCUMENT

1.07. This Agreement may be executed in any number of counterparts, which may together constitute the Agreement. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Agreement.

SELLER:

Executed this_____day of _____,2018.

Jessica Nicol Buckler

Joseph Leonard Buckler

PURCHASER:

Executed this_____day of _____,2018.

WILLIAMSON COUNTY, TEXAS

By:_____

Dan A. Gattis, County Judge

EXHIBIT A

County: Williamson
Parcel: 30E
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 30E

BEING a 0.095 of one acre parcel (4,138 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 8.67 acre tract of land described in a Warranty Deed with Vendor's Lien to Robert D. Buckler, recorded in Document No. 2005058454 of the Official Public Records of Williamson County, Texas. Said 0.095 of one acre parcel (4,138 Square Feet) being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10196874.04, E: 3153708.27) for the Northeast corner of said 8.67 acre tract and being at the intersection of the existing Southerly right-of-way line of County Road No. 105 Spur with the existing Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar found being 45.48 feet left of and at a right angle to proposed Engineers Centerline Station 182+30.70, from which a 1/2-inch iron rebar found for a Point of Tangency in the East line of said 8.67 acre tract and said existing Northwesterly right-of-way line of County Road No. 105, bears along the arc of a curve to the left having a radius of 840.00 feet, an arc length of 262.86 feet, a delta angle of 17°55'47", and a chord which bears South 36°04'16" West a distance of 261.79 feet;

THENCE South 68°22'59" West along the Northwest line of said 8.67 acre tract and said existing Southerly right-of-way line of County Road No. 105 Spur, a distance of 435.09 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10196713.76, E: 3153303.78) of the herein described tract, said 1/2-inch iron rebar with cap set being 253.11 feet left of and at a right angle to proposed Engineers Centerline Station 178+81.48;

THENCE departing said existing Southerly right-of-way line of County Road No. 105 Spur, over and across said 8.67 acre tract, the following five (5) courses and distances:

1. **North 74°11'18" East** a distance of **118.83** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right; and

2. Northeasterly along the arc of said curve to the right having a radius of **130.00** feet, an arc length of **82.15** feet, a delta angle of **36°12'17"**, and a chord which bears **North 86°48'36" East** a distance of **80.79** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set;

3. **South 18°57'21" East** a distance of **18.63** feet to the Southeast corner of the herein described tract, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set, bears South 18°57'21" East a distance of 39.49 feet;

CONTRACT DOCUMENT

4. Southwesterly along the arc of a curve to the left having a radius of **115.00** feet, an arc length of **83.76** feet, a delta angle of **41°43'54"**, and a chord which bears **South 89°13'36" West** a distance of **81.92** feet to a Point of Tangency; and

5. **South 74°11'18" West** a distance of **267.11** feet to the West corner of the herein described tract, being in said Northwest line of the 8.67 acre tract and said existing Southerly right-of-way line of County Road No. 105 Spur;

THENCE **North 68°22'59" East** a distance of **148.30** feet to the **POINT OF BEGINNING** and containing 0.095 of one acre (4,138 Square Feet) of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

Surveyed on the ground this _____ day of _____, 2016.

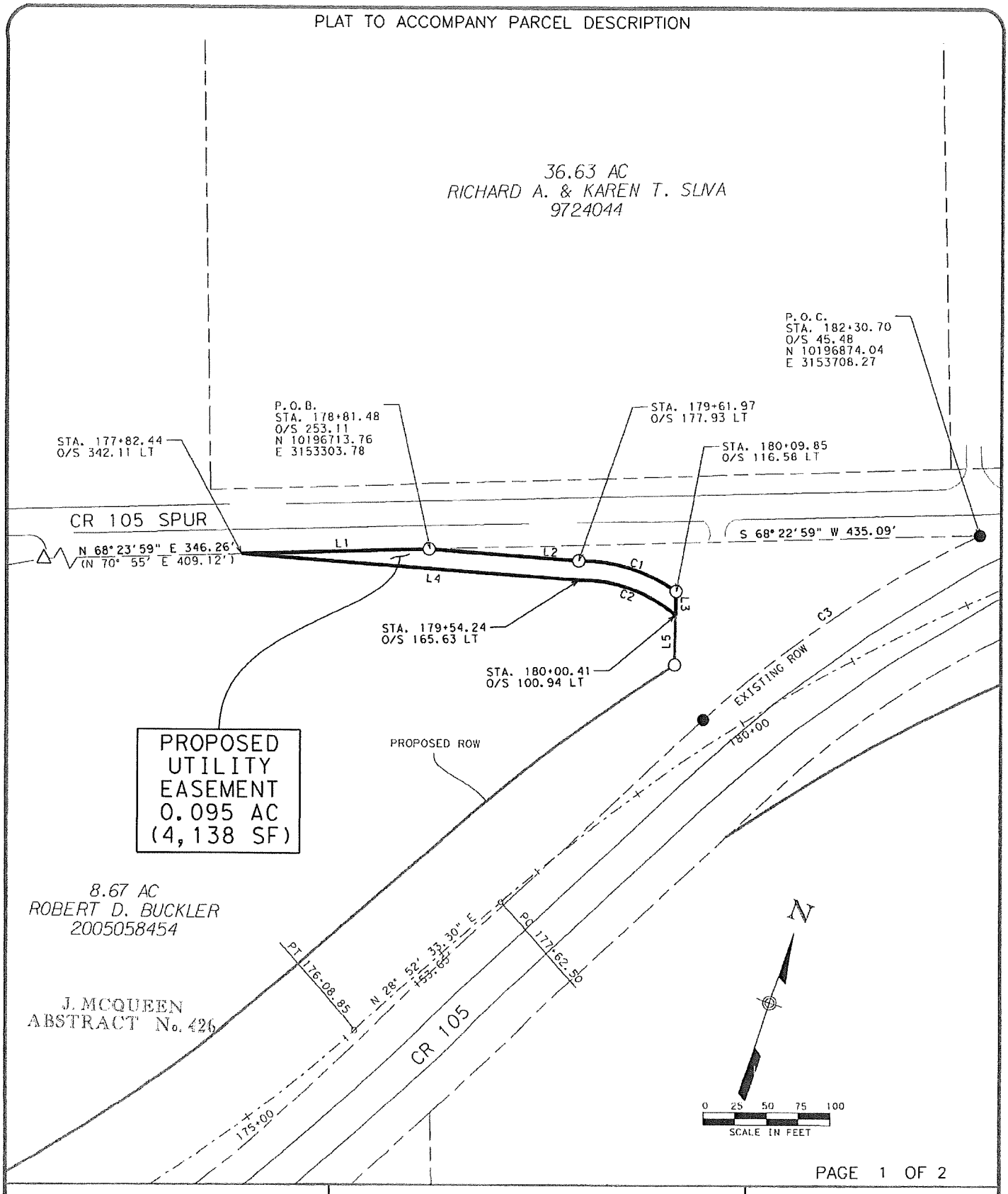
PRELIMINARY – FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____
Travis S. Tabor, RPLS No. 6428
Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 30E.docx

DRAFT

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | BTCDCH@BIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

ROBERT D. BUCKLER

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	30E	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

CONTRACT DOCUMENT

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 68°22'59" E	148.30'
L2	N 74°11'18" E	118.83'
L3	S 18°57'21" E	18.63'
L4	S 74°11'18" W	267.11'
L5	S 18°57'21" E	39.49'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	130.00'	82.15'	N 86°48'36" E	80.79'	36°12'17"
C2	115.00'	83.76'	S 89°13'36" W	81.92'	41°43'54"
C3	840.00'	262.86'	S 36°04'16" W	261.79'	17°55'47"

NOTES:
ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6428
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ROBERT D. BUCKLER

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	30E	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

CONTRACT DOCUMENT

EXHIBIT "B"

MEMORANDUM OF WATERLINE EASEMENT OPTION AGREEMENT

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

This Memorandum of Option Agreement (this "**Memorandum**") is made and entered into by and between JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER ("**Optionor**"), and WILLIAMSON COUNTY, TEXAS referred to in this Option Contract as "**County**".

1. The parties do hereby give notice that an Agreement Regarding Option to Purchase Waterline Easement effective _____, 2018 (the "**Option**") has been entered into between the parties, pursuant to which Optionor has granted to the County an option and right to purchase a waterline easement interest in and across the hereinafter described Property at a price to be determined and on terms and conditions as set forth therein.

2. The property covered by the Option is that certain tract of land containing 0.095 acre of land, more or less, located in Williamson County, Texas, as more particularly described on **Exhibit A (Parcel 30-WE)** attached hereto and made a part hereof (the "**Property**").

3. The initial term of the Option expires at 5:00 p.m., _____, and upon certain conditions may be extended by County for an additional period two (2) years if necessary.

4. The parties agree that in the event of the expiration or earlier termination of the Option in accordance with its terms, the County shall have no right, title or interest in and to the Property. The parties expressly confirm and acknowledge that upon the expiration or earlier termination of the Option, the County has agreed to properly execute, acknowledge and deliver to Optionor within thirty (30) days of a request therefor, a release, quitclaim deed or any other document required by Optionor or a title insurance company to verify the termination of the Option. If the County shall fail to execute and deliver such release, quitclaim or other document to verify the termination of the Option within thirty (30) days after the request therefor, Optionor shall be entitled to execute and cause to be recorded an Affidavit confirming the termination of the Option, which Affidavit shall be conclusive evidence of the termination of the Option.

5. This Memorandum does not alter, amend or modify the Option, but is executed solely for the purpose of giving notice of the existence of the Option and the terms and conditions therein, which Option is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

CONTRACT DOCUMENT

EXECUTED by the parties on the date of their respective acknowledgements below to be effective the date of the last of such acknowledgements.

OPTIONORS:

Jessica Nicol Buckler (Meier)

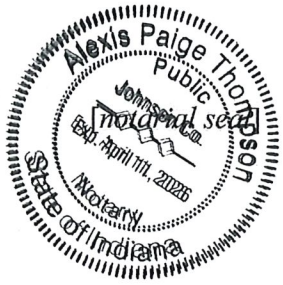
Date: 8-29-2018

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Indiana
COUNTY OF Johnson

This Instrument was acknowledged before me on August 29 2018, by Jessica Nicol Buckler, in the capacity and for the purposes and consideration recited herein.

[signature]
Notary Public
My Commission Expires
April 11 2026 [date]



CONTRACT DOCUMENT

OPTIONORS:

Joseph Leonard Buckler

Date: August 27, 2018

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Travis

This Instrument was acknowledged before me on August 27, 2018, by Joseph Leonard Buckler, in the capacity and for the purposes and consideration recited herein.

Phyllis Gibich [*signature*]
Notary Public
My Commission Expires
10/20/19 [*date*]

[*notarial seal*]

PHYLLIS GIBICH
MY COMMISSION EXPIRES
October 20, 2019

COUNTY:

WILLIAMSON COUNTY, TEXAS

_____
By: Dan A. Gattis
Title: County Judge

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This Instrument was acknowledged before me on _____ 2018, by Williamson County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

_____ [*signature*]
Notary Public
[*notarial seal*] My Commission Expires
_____ [*date*]

AFTER RECORDING, PLEASE RETURN TO:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

CONTRACT DOCUMENT

EXHIBIT "C"

WATERLINE EASEMENT
County Road 111—Parcel 30

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER ("Grantor"), whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 0.095 acre (**Parcel 30—WE**), being the property of Grantor which is more particularly described on the sketch which accompanies the metes and bounds in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise available from a public right of way.

CONTRACT DOCUMENT

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other future easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

CONTRACT DOCUMENT

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 29 day of August, 2018.

GRANTOR:

Jessica Nicol Buckler

STATE OF ~~TEXAS~~ Indiana

COUNTY OF ~~WILLIAMSON~~ Johnson

This instrument is acknowledged before me on the 29 day of August, 2018, by Jessica Nicol Buckler, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of ~~Texas~~ Indiana
Printed Name: Alexis Thompson
My Commission Expires: April 11 2026

CONTRACT DOCUMENT

GRANTOR:

Joseph Leonard Buckler

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 21 day of August, 2018, by Joseph Leonard Buckler, in the capacity and for the purposes and consideration recited herein.

PHYLLIS GIBICH
MY COMMISSION EXPIRES
October 20, 2019

Notary Public, State of Texas
Printed Name: Phyllis Gibich
My Commission Expires: 10/20/19

CONTRACT DOCUMENT

Commissioners Court - Regular Session **24.**

Meeting Date: 09/25/2018

Comsrs Crt Meeting Days

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 any appropriate action designating Tuesdays of each month during Fiscal Year 2019 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2018 12:33 PM
Form Started By: Hal Hawes		Started On: 08/29/2018 11:43 AM
Final Approval Date: 08/29/2018		

Commissioners Court - Regular Session **25.**

Meeting Date: 09/25/2018

Opioid Lit

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 Counsel Contingent Fee Contract to engage Watts Guerra LLP; The Gallagher Law Firm, LLP; Fibich, Leebron, Copeland, Briggs; Jay R. Aldis; and the Law Offices of Edmond Moreland for the representation and prosecution of a lawsuit arising under the laws of the State of Texas against various pharmaceutical companies and/or distributors that design, manufacture, promote, market, distribute, and/or sell prescription opioid drugs, and those acting in concert with them; exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the presiding officer of the Williamson County Commissioners Court to execute all documents necessary for such engagement and representation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contingent Fee Contract Opioid Litigaton

Commissioners Court Order Opioid Litigaton

Comptroller Questionnaire Opioid Litigaton

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 08:51 AM
Form Started By: Hal Hawes		Started On: 09/20/2018 08:31 AM
Final Approval Date: 09/20/2018		

COUNSEL CONTINGENT FEE CONTRACT

This Agreement ("Agreement") is made on the 25th day of September, 2018, between Williamson County, Texas, hereinafter referred to as "CLIENT", and Watts Guerra LLP; The Gallagher Law Firm, LLP; Fibich, Leebron, Copeland, Briggs; Jay R. Aldis; and the Law Offices of Edmond Moreland, hereinafter referred to as "COUNSEL." In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.1 CLIENT has found a substantial need to employ COUNSEL to assist CLIENT'S attorneys in the prosecution of a lawsuit arising under the laws of the State of Texas against various pharmaceutical companies and/or distributors that design, manufacture, promote, market, distribute, and/or sell prescription opioid drugs, and those acting in concert with them (collectively, "Defendants"). These claims arise out of Defendants' negligence, fraud, misrepresentations, mislabeling, and other actions taken by them in the marketing and sale of prescription opioid drugs to the American public. Specifically, the claims arise from Defendants' role in the foreseeability of and deliberate creation of the opioid epidemic that now exists in in this country, the substantial economic harm that epidemic has caused Williamson County by way of direct and indirect costs incurred as a result of the opioid epidemic, and the substantial profits reaped by Defendants in spite of knowing that they were defrauding or acting negligently toward the American public ("the Representation").

1.2 CLIENT hereby retains and employs COUNSEL. The Williamson County Commissioners' Court has, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services which cannot be adequately performed by the attorneys of CLIENT or other government attorneys, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds $100,000.00.

1.3 CLIENT hereby authorizes and directs COUNSEL, subject to the supervision, direction and control of the Williamson County Commissioners Court and General Counsel's Office, to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing case or any new or additional case(s) on behalf of CLIENT against Defendants. In the Representation, COUNSEL may seek necessary and appropriate injunctive relief, damages, civil penalties, and attorney's fees, and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law.

1.4 CLIENT has already authorized the filing of a suit or suits against Defendants and has determined pursuant to Tex. Loc. Gov't Code § 262.024(a)(4) that this Agreement is for *professional services,* requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill,

and academic intelligence and the services of COUNSEL are being retained pursuant to all applicable law.

1.5 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.6 The primary attorneys handling this representation employed by COUNSEL will be Mikal Watts, Frank Guerra, Shelly Sanford, Guy Watts, Michael Gallagher, Thomas Fibich, Jay Henderson, Pam McLemore, Shawna Fugate, Jay R. Aldis and Edmond Moreland. COUNSEL and approved ASSOCIATED CO-COUNSEL (as set out below) agree to perform necessary legal work with reference to the Representation, and will work specifically under the supervision, direction, and control of the Williamson County Commissioners Court and General Counsel's Office.

1.7 To enable COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that COUNSEL may request, (2) keep COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with COUNSEL.

1.8 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.9 The person or entity that COUNSEL represents is Williamson County, Texas and COUNSEL'S attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associate with COUNSEL working on Representation. Such disclosure shall be made to CLIENT'S General Counsel's Office, or any other attorney as designated by the Williamson County Commissioners Court. It is expressly acknowledged that this case and COUNSEL may be involved in and subject to multi-district litigation.

1.10 It is understood and agreed that COUNSEL'S engagement is limited to the Representation. COUNSEL is not being retained as general counsel, and COUNSEL'S acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on COUNSEL'S part concerning the outcome of the Representation, or any other legal matters, are based on COUNSEL'S professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by COUNSEL'S knowledge of the facts and are based on COUNSEL'S views of the state of the law at the time they are expressed. COUNSEL has made no promises or guarantees to CLIENT

about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. COUNSEL has explained the possibility of a Federal Multi-District Litigation should this case be filed or removed to Federal District Court.

1.12 After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

1.13 At the conclusion of the Representation, COUNSEL will return to CLIENT any documents that COUNSEL is specifically requested to return. As to any documents so returned, COUNSEL may elect to keep a copy of the documents in COUNSEL'S stored files. CLIENT owns all final work product generated from the Representation.

1.14 Any notice required or permitted to be given by CLIENT to COUNSEL hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Shelly A. Sanford
Guy L. Watts
Watts Guerra LLP
811 Barton Springs Road, Suite 725
Austin, Texas 78704
(512) 479-0500 (Telephone)
(512) 479-0502 (Facsimile)
Email: ssanford@wattsguerra.com
gwatts@wattsguerra.com

Mikal C. Watts
Frank Guerra, IV
Watts Guerra LLP
4 Dominion Drive, Bldg. 3, Suite100
San Antonio, Texas 78257
(210) 447-0500 (Telephone)
(210) 447-0501 (Facsimile)
Email: mcwatts@wattsguerra.com
fguerra@wattsguerra.com

1.15 Any notice required or permitted to be given by COUNSEL to CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626
Phone: (512) 943-3862
Email: hhawes@wilco.org

1.16 Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.17 COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT or the General Counsel's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by COUNSEL and agents acting on COUNSEL'S behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

1.18 It is expressly understood that COUNSEL has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. The Williamson County Commissioners' Court retains all authority to settle the case.

1.19 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

1.20 COUNSEL shall provide CLIENT's General Counsel with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the approval of the Williamson County Commissioners Court.

1.21 It is further agreed that COUNSEL shall not associate other firms to appear as co-counsel ("ASSOCIATED CO-COUNSEL") with COUNSEL without the prior written consent of the Williamson County Commissioners Court. COUNSEL's intent to associate ASSOCIATED CO- COUNSEL shall be in writing, shall set forth the reasons that COUNSEL wishes to associate ASSOCIATED CO-COUNSEL, and shall be in compliance with Section 1.04(f) of the Texas Disciplinary Rules of Professional Responsibility ("TDRPR"). Any counsel approved by the Williamson County Commissioners Court pursuant hereto shall be considered a contracting party to and bound by the terms and conditions of this Agreement and shall confirm their agreement to be so bound in writing provided to the Williamson County Commissioners Court prior to their association.

1.22 In compliance with section 1.04 of the TDRPR, COUNSEL hereby discloses that any attorney's fees paid by CLIENT shall be allocated amongst COUNSEL and ASSOCIATED CO-COUNSEL based upon the proportion of services performed, using as a basis for such

determination the estimated hours spent by attorneys and paralegals in each firm; any exceptional contribution(s) made; the extent to which a firm has advanced expenses; and the relative responsibilities assumed by each firm.

1.15 Allocation of such attorney's fees amongst COUNSEL is allocated as follows:

Watts Guerra LLP	25.0%
The Gallagher Law Firm, LLP	25.0%
Fibich, Leebron, Copeland, & Briggs	25.0%
Jay R. Aldis	12.5.%
Edmond Moreland	12.5%

No actions and/or disputes between or amongst COUNSEL and ASSOCIATED CO-COUNSEL will affect CLIENT'S recovery, nor will it give rise to any liability on the part of CLIENT.

II. COUNSEL'S FEES AND EXPENSES IF SUBCHAPTER C, CHAPTER 2254 OF THE TEXAS GOVERNMENT CODE IS APPLICABLE TO THIS AGREEMENT

2.1 In consideration of the legal services to be provided to CLIENT by COUNSEL pursuant hereto, CLIENT hereby assigns and grants unto COUNSEL attorney's fees equal to twenty-five percent (25%) of the gross recovery.

2.2. COUNSEL agrees to advance the expenses of litigation determined by COUNSEL to be reasonable and necessary. Any and all expenses will be paid to COUNSEL as a part of the fee and will not be reimbursed by CLIENT.

2.3 Tex. Gov't Code § 2254.105(1): Any contingency fee due hereunder is to be computed by multiplying CLIENT's recovery times twenty-five percent, subject to the limitations on the amount of such fee as provided in Chapter 2254, Subchapter C of the Texas Government Code.

2.4 Tex Gov't Code § 2254.105(2): The contingent fee is twenty-five percent regardless of whether the matter is settled, tried, or tried and appealed.

2.5 Tex Gov't Code § 2254.105(5): The entire amount of the contingent fee and reimbursement of expenses payable pursuant to this Section II will be paid and limited in accordance with any provision(s) of Chapter 2254, Subchapter C of the Texas Government Code, including §§ 2254.106-2254.107, otherwise applicable to this Agreement. More specifically, if the contingency fee provided herein is subject to Subchapter C, Chapter § 2254 of the Texas

Government Code and Texas Government Code § 403.030, then COUNSEL's contingent fee will be determined as set forth below:

(a) The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter § 2254 of the Texas Government Code. COUNSEL'S contingent fee is limited to the lesser of, as collected by COUNSEL, (i) 25% of the amount recovered by CLIENT by order, judgment, settlement agreement, or other award, and (ii) four times COUNSEL'S base fee, as that term is used in Texas Government Code § 2254.106. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal, or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal, or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm — as such hours or costs are expenses under Section 3.06 herein. COUNSEL'S reasonable hourly rate for the work performed under the Agreement is $950 an hour for partners, $600 per hour for non-partners, and $200 per hour for paralegals or law clerks based on the relevant experience, demonstrated ability, and standard hourly billing rates for these attorneys, paralegals, and law clerks of COUNSEL. These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal, which rates, times hours worked, are expenses under Subchapter C, § 2254. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by COUNSEL, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. COUNSEL'S fee as set forth in this paragraph is the same regardless of whether the litigation is settled, tried, or tried and appealed;

(b) The amount recovered for purposes of the contingent fee computation is the amount CLIENT receives before reimbursable expenses are deducted;

(c) CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to COUNSEL. In such event, CLIENT will assign any award of attorney's fees to COUNSEL, who shall have the obligation to collect them from the Defendants;

(d) COUNSEL will be responsible for paying all expenses of litigation directly to the vendor, such as expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not advance any litigation expenses under this Agreement. It is expressly understood that the fee described in section 2.5 shall be the sole source of compensation to COUNSEL for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for secretarial work, including overtime, computer time, non-travel meals, clerical filing, and proof-reading. COUNSEL agrees that it is neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within the County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses

(similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, travel, meals and lodging, expenses associated with depositions and hearings (such as costs of the transcript, and court reporter or videographer fees), travel outside the County, research and investigation related fees and expenses, Westlaw expenses, and expenses associated with mail or transmission of documents, creating documents or demonstrative exhibits or other means of evidence presentation during discovery, trial or hearings (such as trial graphics) shall constitute reimbursable expenses ("the Reimbursable Expenses"). COUNSEL shall advance all the Reimbursable Expenses. All reimbursable expenses above $10,000 must be pre-approved by CLIENT. Reimbursable Expenses shall be recovered by COUNSEL out of any settlement or judgment that arises out of the Representation. No expenses will be due or owed to COUNSEL if there is not any recovery, award, settlement or judgment.

(e) COUNSEL has been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT's future rights and liabilities in regard to the Representation. Unless COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

2.6 Tex Gov't Code § 2254.104(a): COUNSEL, ASSOCIATED CO- COUNSEL (as defined herein), and any other attorney or paralegal subcontracted by them shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing under this Agreement a manner consistent Section 2254.104(a) Texas Government Code.

2.7 Tex Gov't Code § 2254.104(b): COUNSEL, ASSOCIATED CO- COUNSEL, and any other attorney or paralegal subcontracted by them shall permit CLIENT, the attorney general, the state auditor, or other official as appropriate each to inspect or obtain copies of the written time and expense records required herein at any time on request.

2.8 Tex Gov't Code § 2254.104(a) and 2254.104(d): On conclusion of this matter, COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows COUNSELS's computation of the amount of the contingent fee, and contains final complete time and expense records as required. COUNSEL, ASSOCIATED CO-COUNSEL, and any other attorney or paralegal subcontracted by them acknowledge that 2254.104(d) provides that, "All time and expense records required under this section are public information subject to required public disclosure under Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of the state governmental entity determines that withholding the information is necessary to protect the entity's strategy or position in pending or reasonably anticipated

litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosure."

III. OTHER REPRESENTATION BY COUNSEL

3.0 CLIENT understands and agrees that COUNSEL may represent multiple clients and agrees that in representing multiple clients many of the expenses incurred are common case expenses, which are costs and expenses incurred for the benefit of multiple clients, including expert witness fees, depositions of defendants, experts, and non-party witnesses, settlement conferences, trial expenses, filing fees, and other expenses that are incurred for purposes of influencing the outcome of multiple clients' claims. CLIENT understands and agrees the expenses it is required to reimburse, if there is a recovery, include not only expenses for CLIENT's own claims, but also the common case expenses. Such expenses shall be reimbursed to COUNSEL in the same ratio as the ratio of CLIENT's recovery to the recovery of all other counties represented by COUNSEL. CLIENT understands and agrees that this action may become part of a state or federal MDL and that certain expense or fee allocations may be required by the court appointed to preside over such MDL. CLIENT understands and agrees that COUNSEL may have an interest that allows COUNSEL recovery of fees and/or expenses for the common benefit of the MDL separate from this Agreement.

IV. OTHER PROVISIONS

4.1 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provision of this Agreement is held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable shall remain in full force and effect.

4.2 The term of this Agreement begins upon dated it is executed by all parties, and continues until the Representation is concluded. This Agreement shall be of no force or effect until approved in writing by the County. This Agreement, and any amendments or revisions thereto, shall be forwarded by the County for approval by the State Comptroller or his designee in accordance with relevant guidelines and, upon approval; the County shall provide a conformed copy to all parties.

4.3 The parties affirmatively verify that consistent with House Bill 89 COUNSEL does not boycott Israel and will not boycott Israel during the term of the contract.

4.4 Payment of fees and expenses shall be made only from the County's share of the recovery, giving the legislature full control of the State's share of any recovery.

4.5 This Agreement is effective only after review and approval by the Comptroller for the State of Texas.

AGREED:

_____ Date: _____
WATTS GUERRA LLP

_____ Date: _____
THE GALLAGHER LAW FIRM LLP

_____ Date: _____
FIBICH, LEEBRON, COPELAND,
BRIGGS

_____ Date: _____
JAY R. ALDIS

_____ Date: _____
EDMOND MORELAND

CLIENT:

_____ Date: September 25, 2018
WILLIAMSON COUNTY

By: _____
Printed Name of County Official

APPROVED BY:
OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:

_____ Effective Date: _____
By: Deputy Comptroller or his designee

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

COMMISSIONERS COURT ORDER

On this, the 25th day of September, 2018, the Commissioners' Court of Williamson County, Texas, convened in a Regular Meeting with the following members present:

Dan Gattis, County Judge;
Terry Cook, Commissioner, Precinct 1;
Cynthia Long, Commissioner, Precinct 2;
Valerie Covey, Commissioner, Precinct 3;
Larry Madsen, Commissioner, Precinct 4

when the following proceedings, among others, were had, to-wit:

Whereas, Williamson County has obtained information indicating that certain opioid manufacturers and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in false and fraudulent marketing resulting in addictions to opioids; and

Whereas, Williamson County has obtained information indicating that certain opioid manufacturers and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "defendants") have engaged in negligent and reckless promotion of opioid painkillers for inappropriate uses; and

Whereas, these actions, conduct and misconduct have resulted in significant costs to the County; and

Whereas, Williamson County is empowered to employ Counsel in Williamson County, and Williamson County has selected Watts, Guerra LLP; The Gallagher Law Firm, LLP; Fibich, Leebron, Copeland, & Briggs; Jay R. Aldis; and Edmond Moreland, to serve as Counsel and has submitted the terms and conditions of the attached Agreement for approval by the Court.

Now Therefore, in consideration of the above, the Commissioners Court of Williamson County, Texas hereby ORDERS as follows:

1. Commissioners Court grants an exemption from competitive bidding and proposal procedures in accordance with Texas Local Government Code Section 262.024(a)(4) providing that a contract for personal or professional service is exempt from the requirements established by Section 262.023 of the Local Government Code.

2. Commissioners Court approved the selection of Counsel and the terms and conditions of employment of such counsel as set out in the attached Professional Services Agreement.

3. The Williamson County Commissioners Court finds as follows:

a. There is a substantial need for the legal services;

b. The legal services cannot be adequately performed by the attorneys and supporting personnel of Williamson County or by the attorneys and supporting personnel of another governmental entity; and

c. The legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because Williamson County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

4. Commissioners Court authorizes Counsel to file such claims and litigation as Counsel and Williamson County deems necessary against Defendants and their corporate affiliates, parents, and subsidiaries, and such other defendants as may be added to the litigation. The lawsuit concerns the Defendants' wrongful conduct within Williamson County's jurisdiction, in violation of Texas laws and any other applicable common law or statutory causes of action that may exist and to prevent conduct that increases addiction and costs in Williamson County in violation of law.

5. The Williamson County Judge or his designee is authorized to execute an agreement with Counsel (hereinafter the "Agreement") containing terms and provisions substantially similar to those contained in the attached agreement because there is a substantial need for the legal services of Counsel that cannot adequately be performed by attorneys and supporting Williamson County or another public agency, nor can the legal services reasonably be obtained from attorneys in private practice under a contract providing only for payment of hourly fees without regard to the outcome of the matter because of the nature of the representation. The Agreement will be forwarded by Williamson County to the Comptroller for review and approval pursuant to the statutory guidelines.

6. All fees to be paid to Counsel are contingent upon the recovery of the penalties, attorneys' fees and costs as provided for in the Agreement and shall be paid only from such recovery and no money shall be due or paid from the General Fund or any special fund under the Agreement.

7. All Williamson County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

On Motion Duly Made and Seconded, the foregoing ORDER is duly ADOPTED, on this the 25th day of September, 2018.

COUNTY OF WILLIAMSON, TEXAS

By: _____

Printed Name: _____

Title: _____

Representative Capacity: As Presiding Officer of Williamson County Commissioners Court

Questionnaire
Request for Review and Approval
of Proposed Contingent Fee Legal Services Contract
§403.0305, Tex Gov't Code

1. Name, mailing address, and website of requesting public agency as defined in §30.003(3) Texas Water Code.

Response:

Name: **Williamson County, Texas**
Address:

Website: **http://www.co.williamson.tx.us/**

2. Name, mailing address, e-mail address, phone, and fax number of the primary contact person for this request, and one backup contact person for this request, for the requesting public agency.

Response:

Primary and Backup Contact Persons:

Primary:
Name: **Williamson County Judge**
Address: **710 Main Street, Suite 101**
Georgetown, Texas 78626
E-Mail: **ctyjudge@wilco.org**
Phone: **(512) 943-1550**

Backup:
Name: **Hal C. Hawes**
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626
Phone: (512) 943-3862
Email: hhawes@wilco.org

3. Specify all of the following and include the attachment:

(a) general enabling legislation or authority for the public agency ***and*** the specific legislation or authority that brings the submitting entity within the provisions of §30.003(3), Texas Water Code and therefore §403.0305, Tex Gov't Code;

Response: **Williamson County is a "Public agency" as defined within Texas Water Code §30.003(3) because it is a "political subdivision, which has the power to own and operate waste collection, transportation, treatment, or disposal facilities or systems."**

(b) legal authority to enter into outside counsel contracts; and

Response: **Williamson County's legal authority to enter into outside counsel contracts is contained in the Texas Constitution, Article V, Section 18(b), as applied and interpreted by the Texas Supreme Court's opinions in *Adams v. Seagler,* 112 Tex. 583, 25 S.W. 413 (Tex. 1923) and *Guynes v. Galveston County,* 861 S.W.2d 861 (Tex. 1993), and Texas Attorney General Opinions Number GA-0153 (2004) and LO-97-011 (1997).**

(c) description of governing body or elected or appointed officer.

Response: **Williamson County is a political subdivision of the State of Texas. Williamson County's Commissioners' Court is made up of five elected officials: four Commissioners and one County Judge.**

Attach is a copy of the resolutions or minutes approving signature of the contract on behalf of the public agency.

Response: **See Exhibit A: Signed and entered Resolution of The Williamson County Commissioners' Court on September 25, 2018.**

4. Specify whether this is a new contract or a renewal or amendment of a prior contract and requested effective date. For renewals or amendments, attach the written approval of the Comptroller's Office of the initial contract under these provisions or an explanation as to why it is not attached.

Response: The Counsel Contingent Fee Contract attached as Exhibit B (the "Contract") is a new contract.

5. State the reason for the request and describe the legal services that are required.

Response: Williamson County has retained outside counsel to pursue a suit under the laws of the State of Texas against various entities, including without limitation pharmaceutical companies, distributors or local persons or entities, that design, manufacture, market, promote, and/or sell prescription opioid drugs, and those acting in concert with them

(collectively, "Defendants"). These claims arise out of Defendants' negligence, fraud, misrepresentations, mislabeling, and other actions taken by them in the marketing and sale of prescription opioid drugs to the American public. Specifically, the claims arise from Defendants' role in the foreseeability of and deliberate creation of the opioid epidemic that now exists in in this country, the substantial economic harm that epidemic has caused Williamson County by way of direct and indirect costs incurred as a result of the opioid epidemic, and the substantial profits reaped by Defendants in spite of knowing that they were defrauding or acting irresponsibly toward the American public ("the Representation").

6. Are the legal fees and expenses estimated to be $25,000 or more for this contract? If "yes" answer (a) and (b) below.

Response: **Yes, the legal fees are estimated to be more than $25,000 for this contract.**

(a) Did the public agency publish a Request for Proposal/Request for Information ("RFP/RFI") in the *Texas Register*, or any other publication for these legal services? Explain. If yes, attach a copy.

Response: **No, because the provisions regarding publishing a request in the *Texas Register* do not apply for this contract.**

(b) If no RFP/RFI was published, provide an explanation of the circumstances that justified no solicitation or request for information.

Response: **Williamson County is not a state agency. It is a political subdivision of the State of Texas. The requirements for publication of an RFP/RFI in the Texas Register are not applicable to Williamson County in this context.**

7. In certain circumstances, Chapter 2254, Subchapter C, Tex Gov't Code, prescribes the manner in which a contingency fee must be computed. So that we may determine whether Chapter 2254, Subchapter C, Tex Gov't Code, applies to your proposed contract, please answer the following questions. If one recovery is expected under the contract, will the estimated amount that may be recovered exceed $100,000? If a series of recoveries under the contract is contemplated, will the estimated amount that may be recovered under any one recovery exceed $100,000? Explain.

Response: **Williamson County anticipates that there will be one recovery under this contract that will exceed $100,000.**

8. Name, mailing address, e-mail address, phone and fax number of the lead contact at the requesting public agency who will be responsible, after contract signature and approval, for communicating with and supervising the work of the outside counsel.

Response:

Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626
Phone: (512) 943-3862
Email: hhawes@wilco.org

9. Attach a copy of all of the following, or for any not attached, a detailed explanation as to why not attached:

(a) the Office of the Attorney General's prior written approval as required under §402.0212, Tex Gov't Code, and Subchapter C, Chapter 2254, Tex Gov't Code;

Response: No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.

(b) the governor's prior written approval and signature as required under §2254.103(c), Tx Gov't Code;

Response: No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.

(c) the Legislative Budget Board's written finding as required under §2254.103(e), Tex Gov't Code, and Article IX, Sec. 16.01(k)(1), App Act; and

Response: **No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.**

(d) the written finding by the governing body, elected or appointed officer, or governor, as appropriate under §2254.103(d), Tex Gov't Code, that:

(1) there is a substantial need for the legal services;

(2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the public agency or by the attorneys and supporting personnel of another public agency; and

(3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the public agency does not have appropriated or other budgeted funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Response: **The Resolution with the requested language is attached as Exhibit A. Please also refer to the Contract which is contained at Exhibit B, in paragraph 1.1 and 1.2.**

10. Attach a scanned copy of the proposed final contract, as signed and dated on behalf of the public agency and the proposed counsel, that complies with all of the following requirements.

The proposed contract (or renewal or amendment) must include a provision that the contract (or renewal or amendment) is effective after review and approval by the Comptroller. Specify the contract (or renewal or amendment) page # and contract section # that includes this provision.

Response: Contract, section 4.5 and Comptroller signature block

Also specify the page # and section # of the scanned contract that includes each of the following provisions [items (a) through (u)] or, if any are not included, a detailed explanation as to why the specific provision is not included.

(a) the contracting attorney or law firm must keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract as required under §2254.104(a), Tex Gov't Code.

Response: **Contract, section 2.6.**

(b) the contracting attorney or law firm shall permit the governing body or governing officer of the public agency, the attorney general, and the state auditor, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under §2254.104(b), Tex Gov't Code.

Response: **Contract, section 2.7.**

(c) on conclusion of the matter for which legal services were obtained, the contracting attorney or law firm shall provide the public agency with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the contracting attorney's or law firm's computation of the

amount of the contingent fee, and contains the final complete time and expense records, as required under §2254.104(a), Tex Gov't Code.

Response: **Contract, section 2.8**.

(d) provisions regarding disclosure and public information that meet the requirements of §2254.104(d), Tex Gov't Code.

Response: **Contract section 2.8.**

(e) method by which the contingent fee is computed, as required under §2254.105(1), Tex Gov't Code.

Response: **Contract, section 2.3.**

(f) the differences, if any, in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed, as required under §2254.105(2), Tex Gov't Code.

Response: **Contract, section 2.4.**

(g) the method for payment of litigation and other expenses and, if reimbursement of any expense is contingent on the outcome of the matter or reimbursable from the amount recovered in the matter, whether the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before or after expenses are deducted, as required under §2254.105(3), Tex Gov't Code.

Response: **Contract, section 2.5.**

(h) provision that any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(4), Tex Gov't Code.

Response: **Contract, section 2.5 and 2.7**

(i) provision that the amount of the contingent fee and reimbursement of expenses under the contract will be paid and limited in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(5), Tex Gov't Code.

Response: **Contract, section 2.5.**

(j) establishment of the reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work, as required under §2254.106(a) Tex Gov't Code.

Response: **Contract, section 2.5.**

(k) for rates established under (j) above, the highest hourly rate for a named person under a rate schedule may not exceed $1,000 an hour, as required under §2254.106(a), Tex Gov't Code.

Response: **Contract, section 2.5.**

(l) establishment of a base fee, as required under §2254.106(b), Tex Gov't Code.

Response: **Contract, section 2.5.**

(m) subject to the limitation under §2254.106(d), Tex Gov't Code, computation of the contingent fee by multiplying the base fee under §2254.106(b), Tex Gov't Code, by a reasonable multiplier based on any expected difficulties in performing the contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery, as required under §2254.106(c), Tex Gov't Code.

Response: **Contract, section 2.5.**

(n) in addition to establishing the method of computing the fee under §2254.106(a),(b) and (c), Tex Gov't Code, limitation of the amount of the contingent fee to a stated percentage of the amount recovered and provision that the contingent fee will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under §2254.106(a),(b) and (c), Tex Gov't Code, as required under §2254.106(d), Tex Gov't Code.

Response: **Contract, section 2.5.**

(o) optional in discretion of public agency, limitation of the amount of expenses that may be reimbursed and provision that the amount or payment of only part of the fee is contingent on the outcome of the matter for which the services were obtained, with the amount and payment of the remainder of the fee payable on a regular hourly basis without regard to the outcome of the matter, as provided under §2254.106(e), Tex Gov't Code.

Response: **Williamson County has not utilized this option to have only part of the fee contingent on the outcome of the matter with the payment of the remainder of the fee payable on a regular hourly basis. Expenses are limited by the provisions in Contract, section 2.5.**

(p) except as provided in §2254.107, Tex Gov't Code, for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work, the §2254.106, Tex Gov't Code, requirements [items (j) through (o) above] do not apply to a contingent fee contract for legal services in which the expected amount to be recovered and the actual amount recovered do not exceed $100,000; or under which a series of recoveries is contemplated and the amount of each individual recovery is not expected to and does not exceed $100,000, as provided under §2254.106(f), Tex Gov't Code.

Response: **Williamson County anticipates a single recovery in excess of $100,000. Please see the response to items (j) through (o) above.**

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(q) for each individual recovery that exceeds $100,000 under a contract described in (p) above, the §2254.106, Tex Gov't Code, requirements [items (j) through (o) above] do apply and contract includes provisions for computing the fee in accordance with such requirements for each individual recovery that actually exceeds $100,000, as provided under §2254.106(f), Tex Gov't Code.

Response: **Williamson County anticipates a single recovery in excess of $100,000. Please see the response to items (j) through (o) above.**

(r) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provisions that meet the §2254.106(a), Tex Gov't Code [items (j) and (k) above] and §2254.106(e), Tex Gov't Code [item o above] requirements without regard to the expected or actual amount of recovery under the contract, as required under §2254.107(b), Tex Gov't Code.

Response: **The Contract is not a contract for mixed hourly and contingent fees.**

(s) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations under §2254.106, Tex Gov't Code, on the amount of the contingent fee [items (j) through (o) above] to the entire amount of the fee under the contingent fee contract, including the part of the fee the amount and payment of which is not contingent on the outcome of the matter, as required under §2254.107(c), Tex Gov't Code.

Response: **The Contract is not a contract for mixed hourly and contingent fees.**

(t) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations on payment of the fee under §2254.108, Tex Gov't Code [item (u) below] to payment of the contingent portion of the fee, as required under §2254.107(d), Tex Gov't Code.

Response: **The Contract is not a contract for mixed hourly and contingent fees.**

(u) limitation on payment of fees and expenses, as required under §2254.108, Tex Gov't Code.

Response: **Section 2254.108 does not apply because payment for the contingent fee or expenses will not come from the sources referenced in that section.**

Commissioners Court - Regular Session **26.**

Meeting Date: 09/25/2018

Public Service Agreements

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 approving public services funding agreements as per the FY'19 adopted budget approved by Commissioners Court on August 28, 2018.

Background

FY'19 Funding agreements reflect the amounts within the adopted budget as approved by Commissioner Court, attached a Contract Summary for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Summary
Rent WBCO
CARTS
SR Nutrition WBCO
MHMR BBT
CAC
Museum
TCOOMMI BBT
HOPE
CASA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 08:51 AM
Form Started By: Jennifer Templeton		Started On: 09/20/2018 08:16 AM
Final Approval Date: 09/20/2018		

Public Service Funding		
DEPT - OBJ		**FY19 Adopted**
0640-004611	**Rent, Williamson-Burnet County Opportunities**	$ 34,000.00
0640-004612	**Capital Area Rural Transportation System (CARTS)**	$ 10,000.00
0640-004614	**Senior Nutrition, Williamson-Burnet County Opportunities**	$ 45,000.00
0640-004703	**MHMR, Bluebonnet Trails Community Center**	$ 513,000.00
0640-004708	**Child Advocacy Center**	$ 55,000.00
0640-004720	***Museum***	$ 237,125.00
0640-004960	**Adult and Juvenile Offender Program Supporting Services under the *Texas Correctional Office on Offender with Medical or Mental Impairments* (TCOOMMI), Bluebonnet Trails Community Center**	$ 25,000.00
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 75,000.00
0409-003900	**Court Appointed Special Advocates (CASA) of Williamson County**	$ 20,000.00

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $34,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive
Georgetown, Texas 78626

Attn: Lauren McAndrews

Telephone: 512 763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office, which is located in Georgetown, Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this

Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By:_____

Printed Name: DAVID MARSH

Title: General Manager

Address:

PO Box 6050
Austin TX 78762

Attn: DAVID MARSH

Telephone: 512-505-5678

County:

Williamson County, Texas

By: _____

Printed Name: _____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $45,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive
Georgetown, TX 78626

Attn:
Lauren McAndrews

Telephone: 512 763 1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

MENTAL HEALTH SERVICES
FUNDING AGREEMENT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agency hereby agrees to accept the Funds in the not to exceed amount of $513,000.00 per year to be paid in installments of $42,750.00 per month for performance of the public purpose described in the attached Exhibit "A."

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20____.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
109 N. Georgetown Street
Round Rock, Texas 78664
Attn: Executive Director

Telephone: (512) 244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Dan Gattis

Title: County Judge

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. To further serve this population, Williamson County is supporting the request of Bluebonnet Trails Community Services through House Bill 13 legislation approved during the 85th Texas Legislature to provide a 12-bed Crisis Stabilization Unit in Williamson County.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of Sept. 4, 2018.

Agency:

Name of Agency:

Williamson County Children's Advocacy Center, Inc.

By: Barbara J. Garland

Printed Name: BARBARA J. GARLAND

Title: Board President

Address:
1811 SE Inner Loop
Georgetown, TX

Attn:
Kelli Gaba

Telephone: (512) 943-3749

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2019)

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").

WITNESSETH

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 **$237,125.00 payable after October 1, 2018 and *prior* to the end of FY2019 or September 30, 2019 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, 2018**, 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 14, 2018

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 14th day of September, 2018, by MICKIE ROSS, of the Williamson Museum, on behalf of the organization.

Wendy E. Coco
Notary Public, State of Texas

WENDY E. COCO
Notary Public, State of Texas
Comm. Expires 08-01-2020
Notary ID 126611291

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown St.
Round Rock, TX 78664

Attn: _____

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $75,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or

claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of 9.4.18, 2018.

Agency:

Name of Agency:

Hope Alliance

By Richard M. Brown

Printed Name: RICHARD M. BROWN

Title: CHIEF EXECUTIVE OFFICER

Address:
1011 GATTIS SCHOOL RD, SITE 106
ROUND ROCK, TX 78664

Attn: RICHARD M. BROWN

Telephone: 512-255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

---

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2018 and shall terminate one year later on September 30, 2019. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $20,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of 9/4, 2018.

Agency:

Name of Agency:

CASA of Williamson County

By: _____

Printed Name: Marissa A Austin

Title: Executive Director

Address:
805 W University Ave
Georgetown, TX 78626

Attn: Marissa Austin

Telephone: 512/868/2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

Commissioners Court - Regular Session **27.**

Meeting Date: 09/25/2018

Resolution Texans Feeding Texans

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 approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of $45,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2018 to September 30, 2019 to provide meals to homebound elderly and/or disable persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved $45,000 funding to Williamson-Burnet County Opportunities Inc Senior Nutrition program within the FY' 19 adopted budget.

The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 09:45 AM
Form Started By: Jennifer Templeton		Started On: 09/20/2018 08:45 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **28.**

Meeting Date: 09/25/2018

Discuss, consider and take appropriate action for approval of the 2019 Family Eldercare Contract

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for approval of the 2019 Family Eldercare Contract

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FamilyEldercare

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/14/2018 04:23 PM
County Judge Exec Asst.	Wendy Coco	09/17/2018 10:41 AM
Form Started By: Sharrion Threadgill		Started On: 09/14/2018 03:31 PM
Final Approval Date: 09/17/2018		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2019)
(Probate Court Operations- County Court at Law #4)

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 FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated April 8, 2014, which is incorporated herein as if copied in full; and**

- **In addition to the services described in Exhibit "A," Family Eldercare also will provide financial management services for individuals whom the Presiding Judge of the County Court at Law #4 determines are in need of assistance but not in need of guardianship services, up to a total of 30 guardianship and financial management clients.**

2. Reports/Payment. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual 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 FAMILY ELDERCARE the full yearly amount of **$73,800.00 payable in monthly installments of $6,150.00 after October 1, 2018 and *prior* to the end of FY 2019 or September 30, 2019.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE 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 a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. Records. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE 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 FAMILY ELDERCARE. FAMILY ELDERCARE 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 FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE 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 FAMILY ELDERCARE reasonable advance notice of intended audits.

5. **Independent Contractor/Indemnity**. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE 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 THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. **Compliance With All Laws.** FAMILY ELDERCARE 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

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Kent Herring
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

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 FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
c. the breach by FAMILY ELDERCARE 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 FAMILY ELDERCARE 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 from **October 1, 2018** until **September 30, 2019**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. 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.

13. 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

14. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

15. Proof of Non-Profit Status. FAMILY ELDERCARE 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 "B".**

EXECUTED to be effective as of the 1st day of October, 2018.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR FAMILY ELDERCARE:

_____
Authorized Agent
FAMILY ELDERCARE

Date: September 12, 2018

Exhibit "A"

family ELDERCARE
At home with changing lives

April 8, 2014

2014 Board of Directors
Frank Leffingwell
President
Cass Grange
President-Elect
Eric Lassberg
Secretary
Rudy Belton
Past President & Treasurer
Charles Colley
Robert Josef Cross
Bruce Garlick
Char Hu
Bill McHugh
Sandy Morris
Bliss Burdett Pak
Paul M. Saper
Shubhada Saxena

President's Council
Jackie Lelong
Founder Of Family Eldercare
Jacqueline Angel
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Mark Davis
Clyde Farrell
Alva Finck
Cheryl George
Holly Gilman
Deborah Green
Diane "Dede" Hebner
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" Mccormick
Susan Sharlot
Gail Sulak
Gaye Thompson
Brent Weber

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Per your recent discussions with Family Eldercare, I am sending you a proposal requesting $73,800 from Williamson County in FY2015 for Family Eldercare to serve as legal guardian for up to 30 incapacitated older adults and adults with disabilities. Funds will be used to provide ongoing care management and/or estate management to incapacitated Williamson County residents referred by the Court. Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost effective model for this service by using trained Care Managers to provide care oversight. Our program is also very successful. In 2013, and several years prior, 100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian;
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by persons needing guardianship;
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect; and,
- Housing with support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope that you will forward our request to the Williamson County Commissioners Court for their consideration. Please let me know if you need additional information or have any questions. I can be reached at (512) 483-3553 or jhefner@familyeldercare.org.

Sincerely,

Joyce Hefner
Chief Executive Officer

generously supported by
St David's FOUNDATION

Offices in Austin and Georgetown
1700 Rutherford Lane Austin, Texas 78754
ph: 512.450.0844 fax: 512.459.6436
familyeldercare.org

Family Eldercare
Proposal to Provide Guardianship Services in Williamson County

Summary

Family Eldercare requests $73,800 from Williamson County in FY 2015 to provide legal guardianship for up to 30 incapacitated older adults and adults with disabilities. Funds will provide ongoing care, estate management, and legal services related to administering guardianship to individuals who are unable to care for themselves and have no family or friends to serve as guardian. In return for the County's investment, Family Eldercare will ensure that 100% of clients receive regular monitoring visits and protection from abuse, neglect or exploitation. Our proposal will also save the County a significant amount of costs related to serving individuals who need guardianship. These costs include law enforcement, legal, EMS, health and mental health expenses resulting from crises experienced by persons who need guardianship.

Need for Services

Williamson County has one of the fastest growing populations of older adults in the Country. Census data show that Williamson County's senior population has grown 110% since 2000.[1] The Texas State Data Center estimates that the number of older adults in Williamson County will grow to over 175,000 in 2040 – an increase of almost 400%. The most significant growth will be among persons age 75 and over.[2] This is important because these individuals tend to have fewer financial resources and more disabling health conditions that require regular care and monitoring. Many also will be challenged with degenerative brain disorders. By 2025, Texas is expected to experience a 48% increase in the number of older adults with Alzheimer's disease.[3]

In addition to the growing population of older adults in Williamson County there is also a significant population of disabled individuals. According to the 2012 American Community Survey, 34,303 Williamson County residents age 18 or older, or 11.4% of the adult population, have some type of disability. This does not include persons living in institutional settings. Of this non-institutionalized adult disabled population, 35% also had physical, mental or emotional conditions that made it difficult for them to live independently.[4]

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[1] U.S. Census, 2008-2012 American Community Survey 5-Year Estimates.
[2] Texas State Data Center. 2008 Population Projections by Single Years of Age (Table 2) by County http://txsdc.utsa.edu/tpepp/2008projections/indage_csv_county.php.
[3] alz.org Alzheimer's Association, Texas. http://www.alz.org.
[4] 2012 American Community Survey, Table S1810, for Williamson County, TX.

Because of their frail physical and/or mental health, older adults and adults with disabilities are vulnerable to abuse, neglect, and financial exploitation, and need protection to live safely in community and institutional settings. In 2013, Adult Protective Services confirmed 419 cases victims of abuse, neglect or exploitation among Williamson County residents over age 18. Because this number only includes adults living in non-institutional settings, it understates the true extent of the problem. Research shows that for every reported case of elder abuse or neglect, another five instances go unreported. The majority of these abuse cases were committed by family members who are also the most common care providers for individuals in non-institutional settings.

Currently, there are over 200 guardianship investigation proceedings pending in Williamson County Court No. 4. Many of the persons subject to these investigations will not have family members or other persons willing or able to serve as their guardian.

Family Eldercare Guardianship Services

Family Eldercare has been providing guardianship services in Central Texas for over twenty years through staff members who are certified by the State of Texas Guardianship Certification Board. The guardianship program has a proven history of helping incapacitated individuals achieve a better quality of life by coordinating stable housing and appropriate medical care. In 2013, Family Eldercare served as guardian for 448 individuals and protected them from abuse, neglect, and exploitation and worked to increase their quality of life.

As legal guardian, Family Eldercare is responsible for managing nearly every aspect of a client's well-being, including their personal care, medical care, housing, financial management and even end of life decisions. Upon accepting a client for services, a Care Manager who is a certified guardian conducts an assessment and develops a comprehensive plan of care in collaboration with residential, medical, and other care providers. The assigned Care Manager will conduct at least one monthly visit to monitor the individual's condition, ensure his or her basic needs are met, advocate on his or her behalf, and secure resources to address unmet needs. Many individuals whose cases involve complex circumstances receive multiple monthly visits. Care Managers also ensure that clients are housed in the most appropriate, least restrictive living environment.

Care Managers are also responsible for ensuring clients remain free of abuse, that their individual rights are respected, and that they receive proper medical treatment. Once appointed as guardian for an individual, Family Eldercare provides care management, including providing consent for medical and psychiatric care, throughout the client's life

or until a court orders the guardianship closed. Typically, Family Eldercare provides guardianship services for many years.

Family Eldercare also recruits volunteers from the community to support clients. Volunteers visit clients monthly and provide much needed socialization and companionship to individuals who often have no family or friends. Volunteers may take clients shopping, or to recreational events, or just visit and provide company. In 2013, 67 community volunteers provided over 1,900 hours of support to Family Eldercare's Guardianship clients.

Family Eldercare's guardianship program has a lasting and meaningful impact on the lives of individuals who are extremely vulnerable to abuse, neglect and exploitation as a result of age or disability and who have no family or friends to help provide for their needs. An example is Sarah, a 65 year old woman with chronic schizophrenia with bipolar features. She is a Williamson County native, with no family members involved in her care. Sarah's chronic noncompliance with psychiatric care contributed to her being unable to maintain employment and, ultimately, becoming homeless. City of Georgetown and Williamson County Law officers struggled to deal with Sarah through the only tool available to them - the criminal justice system. Sarah was also committed to Austin State Hospital for 74 days (at a cost of approximately $500 per day) during this time. After Family Eldercare was appointed her guardian, however, the assigned Care Manager implemented a plan of care that ensured safe housing and access to medical and psychiatric care. Sarah currently lives in a Travis County group home and has been stable for the past 4 years. She has not been readmitted to Austin State Hospital.

Another example is Emma. Emma and her husband Harold moved to the Georgetown area after retirement. Their daughters lived in the area. Harold passed away in 2005. One afternoon five years later, Emma's daughters brought her to a nursing home. They left her there, and did not return. Emma was at the nursing home for a year, then experienced a decline in health. She critically needed a surgical procedure, however medical personnel felt that she was unable to give informed consent. Her daughters could not be found. Family Eldercare agreed to be appointed as her guardian and Emma received the necessary procedure. Back at the nursing home, Family Eldercare was there to monitor her well-being and to advocate for the best possible services. Family Eldercare was there at the end, ensuring that Hospice services were in place to keep her pain free. Emma passed away two months ago. Family Eldercare made the final arrangements.

Family Eldercare's Guardianship Program is a cost effective approach to providing guardianship. In many counties, probate courts address this responsibility by appointing and paying for private lawyers to advocate for and oversee the affairs of incapacitated

adults. Family Eldercare utilizes trained Care Managers, instead of attorneys, to oversee the care of incapacitated individuals.

Proposal for Funding from Williamson County

In 2013, Family Eldercare provided guardianship services to 448 individuals, including 25 residents of Williamson County. While Family Eldercare has been able to provide guardianship services without cost to Williamson County in the past, those services cannot be maintained or expanded without additional support. We are receiving an increased number of referrals, especially for individuals under the age of 55. In 2013, Family Eldercare received 22 referral calls from Williamson County. As of April 1, 2014, the program has received 14 calls from Williamson County requesting guardianship assistance.

Of the Williamson County residents served in 2013, 14 were older adults, most of whom suffer from Alzheimer's disease and dementia. The remaining clients were persons under age 55 who are incapacitated as a result of developmental or intellectual disabilities or chronic mental illness. Seventeen of the 25 persons served had incomes below the federal poverty income level.

Family Eldercare's request for funding of $73,800 in FY 2015 will provide Williamson County with a reliable, successful, and cost effective mechanism for addressing the needs of up to 30 county residents who are incapacitated as a result of age or disability. This request is based on the provision of guardianship services at a rate of $205/month per client, the rate of reimbursement paid by the Department of Aging and Disability Services for guardianship services. County funding will ensure that these residents receive the housing and care they need to live out their lives with dignity and well-being.

County funding for guardianship services will also reduce other costs incurred in dealing with incapacitated persons. Guardianship services frequently bring stability to the chaotic circumstances faced by many incapacitated persons. This stability leads to lower rates of emergency medical service calls, law enforcement dispatches, county jail incarceration, and involuntary mental health commitments, all of which are expensive services for the County to provide.

Our proposal includes providing both Guardianship of the Person and/or Guardianship of the Estate services to county residents. Family Eldercare does not propose to investigate guardianship cases or provide legal services to establish guardianships. Rather, the Court would appoint Family Eldercare as guardian after the investigation and initial guardianship. Family Eldercare will provide guardianship services in accordance with an agreement that further outlines our responsibilities, including

timeframes for providing care to referred individuals, program outcome measures, and reporting requirements.

Thank you for your consideration of this request. We value our partnership with Williamson County in addressing the needs of older adults and adults with disabilities. We are available if the County has questions or needs further information regarding this proposal.

Joyce Hefner
Chief Executive Officer
Family Eldercare
1700 Rutherford Lane
Austin, TX 78754
Phone: (512) 483-3553
Fax: (512) 459-6436
Email: jhefner@familyeldercare.org

Exhibit "B"

RECEIVED FEB 17 2004

Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2509

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Delphene Nelegale 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2286307

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990 T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1989 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Jenna K. Skufca

Jenna K. Skufca, Acting Director, TE/GE
Customer Account Services

Commissioners Court - Regular Session **29.**

Meeting Date: 09/25/2018

Cancellation of Agreement - Assoc Med Dir

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on cancellation of agreement with Associate EMS Medical Director for Tactical Medicine.

Background

This is a cancellation of the agreement with Dr. Johnathan Sheinberg, MD. Dr. Sheinberg has served as the Associate EMS Medical Director for Tactical Medicine. This cancels the agreement per the terms of the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cancellation Notice

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/20/2018 09:01 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Michael Knipstein		Started On: 09/17/2018 08:11 AM
Final Approval Date: 09/20/2018		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

September 25, 2018

Johnathan Sheinberg, MD
5656 Bee Caves Rd., Ste. M-300
Austin, Texas 78746

Via U.S. First Class Certified Mail

In re: Notice of Contract Termination (Associate EMS Medical Director)

To Whom It May Concern:

As you are aware, Williamson County EMS is currently in a contract with you for medical services. The Williamson County Commissioners Court, as the legislative body for the county, has approved changes in this category of services, including the present contract. Pursuant to Paragraph IV(B) of the contract document, which allows for termination with a seven (7) day notice:

> **Either party may terminate this agreement at any time, with or without cause, on seven (7) days prior written notice to the other party.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in seven (7) calendar days.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County EMS

DG/sos

Commissioners Court - Regular Session **30.**

Meeting Date: 09/25/2018

Crisis Services MOU

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Interlocal Agreement for mobile crisis services between Williamson County and Bluebonnet Trails Community Services.

Background

The agreement between Williamson County and Bluebonnet Trails Community Services will help both entities' crisis teams work together to provide the citizens of the county 24-hour crisis services, 365 days a year, in a collaborative way that avoids duplication of services. The MOU was worked on with the Director and departments in Emergency Services. With an educational component, the 12-hour shifts should make it easier for law enforcement and first responders to know who to call during a crisis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU Crisis Services

Attachment B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Kathy Pierce		Started On: 09/20/2018 10:04 AM
Final Approval Date: 09/20/2018		

WILLIAMSON COUNTY MOBILE CRISIS SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) for Mobile Crisis Services is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, the County has created a Mobile Outreach Team (MOT) to also provide behavioral health crisis services for the citizens of Williamson County; and,

WHEREAS, the above-mentioned responsibilities of BTCS and the County MOT have resulted in agreement on certain areas, including providing behavioral health crisis services 24 hours a day in Williamson County; and,

WHEREAS, the purpose for this agreement is to address coordination of crisis services in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2018 shall continue thereafter in force until September 30, 2019, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachment A, made a part of this Agreement.

3. CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT) workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.

- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.
- Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.
- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any

extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: 9/19, 2018

Attachment A

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

1. County 9-1-1 Dispatch will deploy County MOT to provide mobile crisis services Monday through Saturday from 8:00 AM- 8:00 PM.

2. BTCS will provide mobile crisis services from Monday through Saturday from 8:00 PM – 8:00 AM, and on Sundays for 24 hours until 8:00 AM on the following Monday.

3. BTCS will be contacted by first responders through the 24-hour crisis hotline at 800-841-1255.

4. BTCS will continue to provide behavioral health services at the County Jail and in Williamson County hospitals 24 hours per day.

5. Both Parties are responsible for data collection for their hours of crisis service, necessary for behavioral health system operations and improvements. A template for data collection will be agreed upon no later than 90 days after the execution of this agreement. The purpose of the data collection is to inform the Commissioners Court and respective leadership of progress and trends related to crisis service delivery in Williamson County.

6. Both Parties agree to participate in scheduled discussions with each other and representatives of departments and agencies involved in the crisis services system to review the status and report performance metrics captured as a result of this Agreement in order to ultimately achieve the intent and spirit set out herein. The performance metrics are attached as Attachment B and can be modified as needed by agreement with both Parties.

7. Each Party shall provide the other Party with access to a central electronic mailbox and/or folder into which each Party may be able to transmit and/or share appropriately encrypted assessment and service documentation, necessary for continuity of care, as allowed under HIPAA.

8. As defined in their state contract, BTCS will continue to make available to all persons in the community a crisis hotline (800-841-1255) for 24-hour assistance.

9. A key component to the success of meeting performance goals is to educate law enforcement and other stakeholders of the responsibilities identified within Paragraphs 1-4, above. Both parties will work collaboratively on this education effort.

MOT - Emergency Behavioral Health Responses

Date of Call	Time of Dispatch	Arrival Time	Response Time	Pct. of Encounter	LE Involved	General Outcome
9/25/2018	15:30:25	15:45:30	0:15	1	RRPD	Jail Diversion

Commissioners Court - Regular Session **31.**

Meeting Date: 09/25/2018

Constable Off Duty Services

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Standard Agreement with Local Governmental Entitity for a one-year term effective October 1, 2018 to September 30, 2019, with additional one-year automatic renewals on October 1, 2019, October 1, 2020 and October 1, 2021, for services to be provided to Williamson-Travis Counties Municipal Utility District No. 1 by the Williamson County Constable's Office.

Background

This agreement is a renewal for services provided to Williamson-Travis Counties Municipal Utility District No. 1 by the Williamson County Precinct Two Constable's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Kathy Pierce		Started On: 09/20/2018 11:08 AM
Final Approval Date: 09/20/2018		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**CONSTABLE DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Constable's Office set forth on the signature page below (hereinafter, "CONSTABLE'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to employ or contract in a private capacity DEPUTIES of the CONSTABLE'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the CONSTABLE'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times employees or independent contractors of LGE when employed or contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its employment or contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars

($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2018 and shall terminate on September 30, 2019, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2019, October 1, 2020, and October 1, 2021. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2021.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and CONSTABLE'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

CONSTABLE'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file the appropriate tax documents with the Internal Revenue Service.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY 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.

LGE:

Name of LGE: Williamson-Travis Counties Municipal Utility District No. 1

Signature: _____

Printed Name: Art Mechtano

Title: President

Date: 9-19, 2018

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. 2

Printed Name of Official: Rick Coffman

Signature of Official: _____

Date: 09/20, 2018

Address of Office: 350 Discovery Blvd., Ste. 205
Cedar Park, Texas 78613

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:_____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **32.**

Meeting Date: 09/25/2018

Interlocal Contract for PSAP Maintenance, Equipment, and Training

Submitted By: Carolyn Draper, 911 Communications

Department: 911 Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, review, and take appropriate action on the Interlocal Contract for Public Safety Answering Point (PSAP) maintenance, equipment, and training between Williamson County and the Capital Area Emergency Communications District (CAECD).

Background

This is the annual contract between Williamson County and the CAECD (CAPCOG) for the delivery and support of 9-1-1 services. This agreement is for a continuation of these services and is required to be reviewed and signed each year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA for Wilco and CAECD

Access Control Policy

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/20/2018 09:01 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Carolyn Draper		Started On: 09/07/2018 05:04 PM
Final Approval Date: 09/20/2018		

Capital Area Emergency Communications District

INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

Section 1. Parties and Purpose

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.

1.2. Williamson County ("Public Agency") is a Texas County that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

1.3. This Interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

Section 2. Rights and Duties of the Contracting Parties

2.1 Public Agency agrees to:

A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;

B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;

C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;

D. Practice preventive maintenance for the PSAPs equipment;

E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget;

F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use;

H. Request the use of training facilities by sending an email to CMAC@capcog.org and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;

I. In the event the use of the Regional Backup Communications Center (RBUC) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBUC located at 6800 Burleson Road, Building 310, Suite 165;

J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;

K. Hold harmless CAECD from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAECD and shall name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured under the City's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAECD (including those representatives and agents listed in section 1.3 above) may seek coverage upon demand by CAECD (including those representatives and agents listed in section 1.3 above), in the event of a covered claim;

L. Waive any duty CAECD owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:

(i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

(iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;

(vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;

(vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,

(viii) the failure of any CAECD subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.

M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

2.2 CAECD agrees to:

A. Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;

B. Provide access control security as require by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;

C. Provide training facilities, including Solacom and CritiCall consoles;

D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and

E. Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

Section 3. Contract Price and Payment Terms

3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed $5,000 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.

3.2 Within 30 calendar days after the initial effective date of this contract and within 30 calendar days after the start of each fiscal year for which this contract is renewed, CAECD agrees to pay Public Agency $5,000 for the purchase of supplies as outlined in Section 2.1.A of this contract.

3.3 If Public Agency has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 6, Public Agency agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.

A. If Public Agency does not refund the payment when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid payment from Public Agency's future entitlement to reimbursement under this or future Interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

B. Before the 60-day payment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency refund the payment, explaining why it believes the determination is incorrect, or Public Agency may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency’s appeal or proposal or both is final.

C. The appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

4.1 This contract takes effect October 1, 2018 and shall continue for a period of two years, unless sooner terminated under Section 10. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

Section 5. Performance Reports

5.1 Public Agency agrees to document and perform a monthly test on their make busy switch by the 20th of each month. Records are to be kept for up to one year.

Section 6. Compliance with Applicable Law and Policy

6.1 Public Agency agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; CAECD *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures.*

Section 7. Independent Contractor, Assignment and Subcontracting

7.1 Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

7.2 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.

7.3 If CAECD consents to Public Agency's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

8.1 Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2 Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

8.3 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4 CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5 CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6 CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

9.1 Public Agency shall not exclude anyone or entity from participating in Public Agency's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2 If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Contract

10.1 Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach, which effort will be described in detail in a correction letter delivered to CAECD within five business days form the receipt of the notice to correct. If the breach cannot be corrected within a reasonable time, despite the breaching

party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of Section 11.

10.2 If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this Interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of termination.

10.3 Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.

10.4 The termination of this contract either under Section 4 or under this Section 10 does not affect Public Agency's duty:

A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 3.3; and

B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

11.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2 At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency and duration of the negotiations.

11.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6 A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.

11.7 Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

Section 12. Notice to Parties

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:

A. When it is delivered to the party personally;

B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 or 12.3 and signed for on behalf of the party; or

C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.

12.3 Public Agency's address is _____, Attention: _____.

12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

Section 13. Miscellaneous

13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;

B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.

13.2 This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

13.3 This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4 The following Attachment is part of this contract:

A. Regional Backup Communications Center (RBUC) Access Control

13.5 This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

13.6 This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS	CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
By _____	By _____
Name _____	Betty Voights
Title _____	Executive Director
Date _____	Date _____

Date of governing body approval: _____

ATTACHMENT A

Access Control Policy
Regional Backup Center

Section 1. Applicability

1.1 This section applies to all Public Agencies using the Regional Backup Center (RBUC).

1.2 CAPCOG refers to the Capital Area Council of Governments.

1.3 CJIS is the Criminal Justice Information Services, and herein refers to the requirements of compliance with the FBI CJIS Security Policy.

Section 2. Access

2.1 Keycards

A. CAPCOG issued keycards are required for entry to the RBUC.

- A valid Combined Transportation Emergency Communications Center (CTECC) keycard may also be used for entry to the RBUC.

B. All individuals while in the RBUC must display keycards in plain view.

C. CAPCOG keycards are the exclusive property of CAPCOG.

D. No CAPCOG keycard shall be duplicated or altered.

E. Individuals shall only use keycards assigned to them.

F. No person shall allow the use of a keycard to give unescorted access to a person who does not have CJIS clearance to the RBUC.

G. Any individual providing escorted access to a person is responsible for escorting the person the entire time in the RBUC and ensuring that they exit properly.

H. Intentional misuse of a keycard may result in a disciplinary action report filed with the keycard holder's Public Agency.

2.2 The CAPCOG Information Technology Division is responsible for:

A. Maintaining and installing all card printing equipment, card blanks, readers and access control security technology.

B. Issuing keycards by appointment to pre-authorized individuals Monday through Friday from 8:30 am to 4:00 pm.

- Pre-authorized individuals can make appointments for keycards by emailing rbucaccess@capcog.org. Reply emails will provide details of the process to the individuals.

- CTECC Law Enforcement may send an email notice to rbucaccess@capcog.org letting CAPCOG know a person has been cleared for CTECC and BUC access. The email must include the CTECC Access Card Number for each individual needing access.

2.3 The CAPCOG Emergency Communications Division Director or designated staff is responsible for the following:

A. Maintaining PSAP rosters and other listings signed by authorized Public Agency representatives for issuance and use of all keycards.

B. Determining the deactivation of keycards at any time with or without notice. The holder of a deactivated card shall promptly return it to their PSAP Manager or supervisor.

2.4 The Public Agency is responsible for the following:

A. Gathering and returning all keycards to CAPCOG as soon as an employee terminates or there is no longer a need for the card.

B. Immediately notifying CAPCOG using rbucaccess@capcog.org in the event a keycard is misplaced, lost or stolen.

C. Keycard holders must immediately notify their PSAP Manager or supervisor if a keycard is misplaced, lost or stolen. The Public Agency will be charged for a replacement card.

D. Immediately notifying CAPCOG at rbucaccess@capcog.org of any change in employment or CJIS status that will result in restricting or terminating any agency representative's access to the RBUC.

E. PSAP Managers must sign and date the PSAP roster acknowledging that every listed employee has completed a CJIS Security Awareness Training as of a specified date and a current, complete criminal history background check is on file with the Public Agency.

F. For personnel requiring unescorted access to the Regional Backup Center a separate listing or letter may be submitted. The document must certify that everyone listed has completed CJIS Security Awareness Training as of a specified date and a current, complete criminal history background check is on file with the Public Agency. The document must be signed by an authorized official of the Public Agency and include an expiration date for the named employee's clearance and CJIS Security Awareness Training.

Section 3. Security

3.1 Individuals whose positions require unescorted access into the RBUC or Data Center shall comply with the provisions of the CJIS security policy.

3.2 Individuals without CJIS clearance require escorted access to the RBUC. Instances of unescorted access will be reported to the Public Agency.

Adopted 09-13-2017
Revised 05-15-2018

Commissioners Court - Regular Session **33.**

Meeting Date: 09/25/2018

Change fund increase request

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a request for and increase in the change fund of $100 in the County Clerk's office to $500 total.

Background

We find ourselves going to the bank twice a week to get change as the volume of requests for $5s and $1s has increased over the years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/17/2018 03:56 PM
Form Started By: Nancy Rister		Started On: 09/17/2018 02:21 PM
Final Approval Date: 09/17/2018		

Commissioners Court - Regular Session **34.**

Meeting Date: 09/25/2018

CAPCOG

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on up to three appointments to CAPCOG's Executive Committee for 2019.

Background

Appointment is for a one year term, January 1, 2019 through December 31, 2019. Appointments must be made by Friday, September 28th. Appointees must be Elected Officials of the governing body that is a member of CAPCOG and able to attend monthly meetings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/17/2018 12:10 PM
Form Started By: Rebecca Clemons		Started On: 09/17/2018 11:15 AM
Final Approval Date: 09/17/2018		

Commissioners Court - Regular Session **35.**

Meeting Date: 09/25/2018

FY 19 Budget Policy Updates

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 Budget Policy document.

Background

We have made some minor revisions to the budget policy document; revisions are highlighted in yellow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Budget Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/18/2018 10:25 AM
Form Started By: Ashlie Koenig		Started On: 09/18/2018 08:01 AM
Final Approval Date: 09/18/2018		

WILLIAMSON COUNTY
BUDGET POLICY

The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government…

I. General Policies

1. Williamson County will operate on a fiscal year which begins on October 1st and ends on September 30th.

2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.

3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.

4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. The aforementioned budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.

5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.

6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.

7. Proposed expenditure recommendations shall include the following:

    a. General Fund operating and maintenance expenditures
    b. Road and Bridge Fund operating and maintenance expenditures
    c. Debt Service Fund expenditures
    d. Any additional information as requested by the Court

8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reduce the necessity to add staff in future years or be required because of a new statutory requirement.

9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.

10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.

11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.

12. The Court at all times will attempt to maintain or lower the present tax rate.

II. Revenue and Transfer Policies

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.

2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.

3. The County shall continuously seek public and private grants as well as other outside funding sources.

4. Williamson County allows a department head, appointed/elected official or his/her designee to request line item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

5. Line item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human

Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.

6. Line item transfers in the amount of $500 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:

    a. The transfer is to purchase items requested but not recommended or approved in the budget
    b. To simply increase overall funding in a particular line item

III. Reserve Policies

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.

2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

IV. Budget Amendment Policies

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.

2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.

3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30th of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case by case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

V. Capital Improvement Policies

1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.

2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long term planning.

3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.

4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.

5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in these areas. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.

6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:

    - Expected life of the replacement equipment
    - Age of current equipment being replaced
    - Repair dollars spent YTD
    - Issues with current system/equipment

- Cost / Benefit of replacement
- Phase in Approach vs. All at Once Funding
- Cost savings of replacement item
- Recurring costs associated with replacement item
- External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

VI. Personnel Policies

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, etc. should be provided at the time of the request.

3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.

4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.

5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and re-organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.

6. Each year merit money allocation, funding and adoption will be based on salaries as of the last pay period in March with the exception of any Human Resources recommended/adopted salary adjustments (increases or decreases effective for the new fiscal year). These recommended/adopted increases/decreases will be the new basis/salary for merit and COLA allocation. Merit money will be allocated on vacant positions and will be based on the rate of pay on the position when the

vacancy occurred. Merit money will not be allocated on newly created positions. Application of increases will occur in this order: Re-class, COLA and then merit.

7. All newly created positions will be funded at the minimum of the pay grade.

8. Re-classifications will be funded in accordance with current policy.

9. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. New positions are excluded from merit funding but allowed up to a 5% merit increase after 90 days.

10. Positions requested for purposes of reassigning employees to special operations or teams (to include but not limited to SWAT, SMT, Bomb, Dive Teams) where these additional operations or teams have not been expressly authorized for funding by the Commissioners Court will not be recommended in the budget. All associated operating costs, including mid-year budget transfers, for special operations or teams will not be recommended for approval(s) *unless the additional operations or teams are expressly approved by Commissioners Court*. While a commissioners court must adequately fund the core operations of an elected official's office for the carrying out of the legal responsibilities of the office (*See Vondy v. Comm'rs Court*, 714 S.W.2d417, 422 (Tex. App. -- San Antonio 1986, writ ref'd n.r.e.), it is the commissioners court that sets the overall policy goals for the county in the first instance and determines how to reasonably fund operations. Op. Tex. Att'y Gen. JC-0214 (2000) at 5. Therefore, all non-core functions or additional operations must be expressly set forth in the fiscal year budget for funding operating costs associated with special operations or teams, including but not limited to special programs (*e.g.,* Explorers, Junior Deputies, Leadership academies). Failure to have special operations, special teams or special programs included and approved in the fiscal year budget may result in denials of mid-year budget transfer request(s) in the discretion of the Commissioners Court while considering the best interests of the county and the taxpayers. Tex. Local Gov't Code § 111.070.

VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department when necessary in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:

    a. Miles or hours as applicable
    b. Maintenance
    c. Type of Vehicle / Equipment Requested
    d. Fuel Efficiency
    e. Age of Vehicle
    f. Vehicle / Equipment Utilization

VIII. Uniform Policies

Uniform funding ***may*** be provided to serve a public purpose and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

1. The uniform item must be required daily wear by the elected official/department head.
2. A departmental uniform policy must be provided at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.
3. Uniform items must not be easily converted to every day wear i.e. jeans, caps, t-shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).
4. Footwear will only be funded if it is a specialty item required for health and safety i.e. boots for motor units.
5. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.
6. Shotguns/Rifles will be funded for each deputy if funding is available. Personal glocks/handguns are to be funded/provided by the deputy.

Commissioners Court - Regular Session **36.**

Meeting Date: 09/25/2018

budget order

Submitted For: Dan Gattis **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 Budget Order for FY18.19.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/19/2018 01:05 PM
Form Started By: Rebecca Clemons		Started On: 09/18/2018 02:00 PM
Final Approval Date: 09/19/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2018/2019 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 2018/2019;

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 Budget Officer 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	122,506.80 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	123,762.89 per year
h)	County Clerk	101,477.33 per year
i)	County Tax Assessor/Collector	105,525.49 per year
j)	District Clerk	101,477.33 per year
k)	County Treasurer	97,634.95 per year
l)	Each County Commissioner	99,754.89 per year
m)	Each Justice of the Peace	88,804.23 per year
n)	Each Constable	84,002.46 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day	Monday	November 12,2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday Wednesday	December 24, 2018 December 25, 2018 December 26, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Holiday	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of positions listed:

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for ongoing maintenance of certifications by the Texas Board of Legal Specialization. Funding amount is $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund. The following department/office is authorized to receive supplemental pay for the maximum number of positions listed:

District Attorney – Maximum of 5 positions

6. On – call Pay – Specific positions within the Sheriffs' Office and Corrections are eligible for on – call pay due to the demand for after hour services. The positions designated for on call – pay must follow all established operating procedures. Funding amount is $200 per week to be paid by the Sheriff Office's State and Local Forfeiture Funds. The following positions are authorized to receive on – call pay for the maximum number of positions and amounts listed:

Detectives – Maximum of 2 positions
Sergeant Detective – Maximum of 1 position
Crime Scene/ Special Evidence Tech – Maximum of 1 position
SWAT – Maximum of 8 positions
Transportation Deputies (Corrections) – Maximum of 2 positions

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

C. Commissioners' Court has final authority as to what qualifies as a catastrophic or qualifying event.

POLICY

1. **Non-exempt compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in-excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt compensation**

At the Commissioners' Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (forty (40) hours) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly, per diem, or stipend for their efforts.

PROCEDURE

1. When a catastrophic event occurs, the Department Director or Elected Official will provide a list to Payroll of staff who will be designated to work during the event. If known, the duration of the event and projected hours for the identified employees, will be provided to Payroll with the list.

2. All employees and/or team leads will promptly and accurately record actual work hours using Crisis Track along with an ICS 214. All non-exempt employees must also record hours worked in Kronos.

3. Directors and Elected Officials or their designee, will notify Payroll in advance if (a) an employee is no longer designated to work an ongoing event, or (b) the employee will be working more hours or a longer duration then first reported, and provide an updated report.

4. Directors and Elected Officials or their designee will promptly notify Payroll when the catastrophic event ends.

V. 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 Commissioners 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

4. **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 expected 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 expected claims.

5. **Radio Communication Systems (RCS) 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 Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **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.

8. **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 County employee events
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 recognition events and programs

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.

9. **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.

10. **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.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

VI. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*
   - Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
     - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
     - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
   - Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training.

   - P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
   - Personal charges on the procurement card are strictly prohibited.
   - Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.
   - Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits.

- ***Purchases $5,000 or greater require approval of the County Judge***.

- The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date.
- The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office.
  - **Level 1**: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.
  - **Level 2**: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.
  - **Level 3**: Account closed permanently; may include termination of employment based on severity of violation.
- Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a **Level 3** infraction.

4. 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

5. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

   http://www.wilco.org/CountyDepartments/Purchasing

~~1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.~~

~~2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.~~

- ~~County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.~~

- All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
    - *Purchases $5,000 or greater require approval of the County Judge.*

- Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
    - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
    - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
    - Cardholder is responsible to verify budget funds are available before the purchase is made.
    - *Purchases $5,000 or greater require approval of the County Judge.*
    - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. .
    - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

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

VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. 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, department head, or elected official 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 five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office 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 the first working day after the holiday. .
   d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday to the following Thursday approximately 12-20 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 with the County Treasurer's approval.
   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) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
   i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
   j) 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.
   k) 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.
   l) All authorizations and account coding should be made on the invoice.

m) 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.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. .

pq Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) 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.

s) 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 publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

   i) Training
   ii) Gasoline
   iii) Cell Phones

u) Transfer of funds **into** any of the above line items may be allowed.

v) 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, 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

w) 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.

VIII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

   The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

   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, Commander and Chiefs
   b) One Chief and three Commanders 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 Division Director
   f) The EMS Director,, Division Commanders, and Operation Commander(s) approved by EMS Director
   g) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call.
   h) The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
   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 Director of Emergency Management and the Deputy Director of Emergency Management
   l) The Wireless Communications Director and the Wireless Communications Tower Technician

~~***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.***~~

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.
[NZ1]

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Additional SO requests to be permitted take home vehicles outside of the County
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn
R. Doyer

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 representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. . The Auditor's Office is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2018/2019 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and 0 against on the 2018.

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 Commissioners 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:

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. (Inserted note: Since a large number of law enforcement has cell phones, should this wording be changed?) Suggested change: Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a stipend policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

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 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.)
- 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:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.
- For Non-Airport Parking – Valet service is not an option unless safety is a concern.

- 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

Commissioners Court - Regular Session **37.**

Meeting Date: 09/25/2018

Ghulam M. Kahn, M.D., Jail Psychiatric Medical Services renewal

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on extending the Professional Services Agreement with Ghulam M. Kahn, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $79,200.00 for the term of October 1, 2018 - September 30, 2019.

Background

This is renewal #5 covering the term October 1, 2018 - September 30, 2019. A Vendor Performance Report was submitted that reflected this medical provider met Williamson County contract requirements and recommended renewal. The FY19 funding source is 0100-0570-004116; General Fund, Corrections, Jail Doctor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ghulam M. Kahn, M.D. renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:21 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Dianne West		Started On: 09/05/2018 04:36 PM
Final Approval Date: 09/20/2018		

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR PSYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2018

Provider: Ghulam M. Kahn, M.D.

Provider's Mailing Address:

Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article III – Cost shall be amended as follows:

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $ 6600 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1st, 2018 and ending on midnight of September 30th, 2019 ("Extended Term").

III. Effect of Amendment and Extension agreement

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement and any prior amendments shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: Williamson County Judge

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

Commissioners Court - Regular Session **38.**

Meeting Date: 09/25/2018

Todd C. Harris, P.C., Jail Dental Services renewal

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $93,500.00 for the term of October 1, 2018 - September 30, 2019.

Background

This is renewal #8 covering the term October 1, 2018 - September 30, 2019. A Vendor Performance Report was submitted that reflected this medical provider met Williamson County contract requirements and recommended renewal. The FY19 funding source is 0100-0570-003317; General Fund, Corrections, Dental.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Todd C. Harris, P.C. renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:22 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Dianne West		Started On: 09/05/2018 04:38 PM
Final Approval Date: 09/20/2018		

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1st, 2018

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article III – Cost shall be amended as follows:

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $7791.66 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

II. Extended Term:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1st, 2018 and ending on midnight of September 30th, 2019 ("Extended Term").

III. Effect of Amendment and Extension Agreement

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement and any prior amendments shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: T C Harris

Printed Name: TODD Harris

Representative Capacity: _____

Commissioners Court - Regular Session **39.**

Meeting Date: 09/25/2018

Adam Barta, M.D., Jail Medical Services renewal

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $90,195.60 for the term of October 1, 2018 - September 30, 2019.

Background

This is renewal #8 covering the term October 1, 2018 - September 30, 2019. A Vendor Performance Report was submitted that reflected this medical provider met Williamson County contract requirements and recommended renewal. The FY19 funding source is 0100-0570-004116; General Fund, Corrections, Jail Doctor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Adam Barta, M.D. renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:23 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Dianne West		Started On: 09/05/2018 04:50 PM
Final Approval Date: 09/20/2018		

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1st, 2018

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4216 Venado Dr.
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article III – Cost shall be amended as follows:

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $7516.30 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

II. Extended Term:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1st, 2018 and ending on midnight of September 30th, 2019 ("Extended Term").

III. Effect of Amendment and Extension Agreement

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement and any prior amendments shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: Adam Barta

Representative Capacity: _____

Commissioners Court - Regular Session **40.**

Meeting Date: 09/25/2018

Ratification of Purchase for Crocker Crane Services

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying purchase order 169046, approving agreement for crane services with Crocker Crane in the amount $2,780.00 and authorizing the execution of the agreement.

Background

Due to project urgency, crane service was necessary to set box culverts on the Oak Haven Extension Project prior to agreement submission for Court approval. The department point of contact is Terron Evertson. This expenditure will be charged to P479 which was approved as a capital request for FY2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 11:02 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Melissa Gurka		Started On: 09/14/2018 10:51 AM
Final Approval Date: 09/20/2018		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Crocker Crane Rentals, LP)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are 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 "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Crocker Crane Rentals, LP**, (hereinafter "Service Provider"), with principal offices in Leander, TX 78641. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached **Proposal dated August 24, 2018**, which is attached and incorporated herein as if copied in full.

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.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1) This contract;

2) Proposal dated August 24, 2018; and

3) Any required insurance certificates for this project.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XIII.

Venue and 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.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XI.

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

XVI.

Right to Audit: Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County: WILLIAMSON

_____

Date: _____ ___, 20____

Service Provider: CROCKER CRANE RENTALS, LP

_____

BY: MIKE GREEN ENTERPRISES, INC., GENERAL PARTNER

Date: 09 13, 2018

Exhibit "A" (Proposal dated August 24, 2018)

Commissioners Court - Regular Session **41.**

Meeting Date: 09/25/2018

Axon Evidence.com API Terms of Service

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an agreement between Axon Enterprise, Inc. and Williamson County for Evidence.com Application Programming Interface, to support the operations of the District Attorney's office, and authorizing execution of the agreement.

Background

The Application Programming Interface is an add-on to the existing Evidence.com Master Services Agreement approved on July 10th, 2018. Use of the API is at no cost to the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 11:46 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:59 AM
Form Started By: Erica Smith		Started On: 09/18/2018 10:06 AM
Final Approval Date: 09/20/2018		

Evidence.com Partner Application Programming Interface Usage Terms of Service

Thank you for using Axon Enterprise, Inc.'s ("Axon") Evidence.com Partner Application Programming Interface, other developer services, and associated software (collectively, "API"). By accessing or using Axon's API, you are agreeing to the terms below. Collectively, Axon refers to the terms below, terms within the accompanying API documentation, and any applicable policies and guidelines referenced herein as the "Terms." If you use the API as an interface to, or in conjunction with other Axon products or services, then the terms for those other products or services also apply.

1 DEFINITIONS.

1.1 **API Client** means the software that acts as the interface between Your computer and the server, which is already developed or to be developed by You.

1.2 **API Interface** means the software (interconnectivity) implemented by You to configure Your independent API Client Software to operate in conjunction with the API Service for your authorized Use.

1.3 **Evidence.com Agency** means Your Evidence.com subscription and account.

1.4 **Evidence.com Service** means Axon's web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

1.5 **Evidence.com Partner API, API** or **Axon API** (collectively referred to as "**API Service**") means Axon's Application Programming Interface which provides a programmatic means to access data in Your Evidence.com Agency or integrate Your Evidence.com Agency with other systems.

1.6 **Use** means any operation on Your data that is enabled by the supported API functionality, such as, by way of example, Your use of any or all of the following the API Service configurations: (i) retrieve the necessary user and evidence data to provide to Your API Client that will perform custom analysis in support of Your policies; or (ii) create, update, and inactivate user accounts and groups, ensuring that Your Evidence.com Agency user and group configuration is in lockstep with your preferred central user repository.

1.7 **Your Content** means Your software, data, text, audio, video, images or Your other content or any of the Your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Evidence.com Agency account or otherwise transfer, process, use or store in connection with the Evidence.com Agency account.

2 PURPOSE AND LICENSE.

2.1 You may use the API Service, and the data, content and information made available through the API Service, in connection with a website or software application ("API Client") developed by You, in accordance with these Terms, including any and all restrictions and policies implemented by Axon from time to time with respect to the API Service. The API Service is designed to provide a programmatic means to access the data in your Evidence.com Agency. Axon may monitor Your use of the API Service to ensure quality, improve Axon products and services, and verify your compliance with these Terms. You agree to not interfere with such monitoring or otherwise obscure from Axon Your use of the API Service. You agree not to use the API Service for any commercial uses unless You obtain Axon's prior written approval.

2.2 Subject to the terms and conditions herein, including the restrictions set forth in Section 4, Axon grants You a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and

license during the Term to use the API Service, solely for Your Use in connection with Your API Client.

2.3 The aforementioned license to use the API Service will automatically terminate upon any termination of the Master Services and Purchase Agreement ("MSPA") between You and Axon.

2.4 Axon reserves the right to set and enforce limitations on Your use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate any use required beyond the designated limits, subject to additional terms and conditions.

3 API CONFIGURATION.

3.1 You will work independently to configure Your API Client with the API Service for Your applicable Use. The software permitting the above-referenced interconnectivity is referred herein as the "API Interface."

3.2 In order to access the API Service, You will be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of Your continued Use of the API Service. Any registration information You provide to Axon must be accurate and up to date and You will inform Axon promptly of any updates.

3.3 Upon Your successful registration, Axon will provide You documentation outlining relevant API Service information. Axon may, in its sole discretion, provide additional training and support to assist You with configuration of the API Interface. Axon will use commercially reasonable efforts to ensure access to the API Service.

4 INTELLECTUAL PROPERTY.

4.1 You acknowledge that all code for the API Service and Evidence.com Services were written exclusively by Axon and its affiliates and that the API Service and Evidence.com Services constitute Axon Intellectual Property. Intellectual Property as stated herein is defined as, any know-how, patent, trademark, service mark, design, business name, topographical or similar right; any copyright or other intellectual property monopoly right; or any interest or application (including by way of license) in any of the above. Except as expressly granted herein, Axon does not grant You any intellectual property rights or other propriety rights.

4.2 **Ownership**. Except for the license to use the API Service, You acknowledge and agree that You do not acquire ownership of any rights in API Service, Evidence.com Services or the content that is accessed through the API Service or Evidence.com Services, and that Axon and its affiliates own all right, title and interest in and to the API Service, Evidence.com Services, and its data and any modifications, alterations, translations or derivative works relating to the API Service and Evidence.com Services, including, but not limitation to, any code written by Axon in connection with the API Interface. Without limiting the foregoing, You will not file any application or registration for any Intellectual Property relating to the API Service or the Evidence.com Services.

5 USE OF YOUR SERVICES AND INTERFACE.

Except as otherwise outlined herein, only You and Your officers, employees, agents, contractors, end-users, and personnel may utilize the API Interface, in accordance with these Terms. In connection therewith, You will execute Your own agreement with Your officers, employees, agents, contractors, end-users and personnel governing the API Interface and Your API Client. You will, and will require Your officers, employees, agents, contractors, end-users, and personnel to comply with (and not knowingly enable them to violate) applicable law, regulation, and these Terms in any use of the API Service.

6 TERM; TERMINATION.

6.1 **Term**. These Terms will commence upon Your initial access to and Use of the API Service and will continue in effect unless terminated in accordance with these Terms or upon termination of the MSPA.

Termination Either You or Axon may terminate Your Use of the API Service for any reason by providing 30 days advance written notice. Axon may automatically terminate Your Use upon Your violation of any applicable law, regulation, or provision of these Terms. Upon any termination or notice of discontinuation, You will immediately stop and thereafter discontinue use of the API Service, and Your rights under these Terms immediately terminate.

6.2 **Surviving Provisions**. When these Terms come to an end, those provisions that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4, 8, 9, 11, 12, 13, and 15.

7 PROHIBITIONS.

7.1 **API Prohibitions**. When using the API Service, You may not (or allow those acting on Your behalf to):

7.1.1 use the API Service in any way other than as expressly permitted or granted under these Terms;

7.1.2 alone or in conjunction with the Your API Client, use in any way that results in or could result in any security breach with respect to Axon or any of its affiliates or a violation of any applicable law or regulation or Axon's information technology security policies, as published by Axon from time to time;

7.1.3 perform an action with the intent of introducing to Axon products and services any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature;

7.1.4 interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service, including without limitation, any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the API Service;

7.1.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service, Evidence.com Services or any related software, except to the extent that this restriction is expressly prohibited by applicable law;

7.1.6 sublicense, sell, rent, lease, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the API Service or Evidence.com Services to any third party except as expressly permitted herein (consequently, You will not create an API Interface that functions substantially the same as the API Service and offer it for use by third parties);

7.1.7 provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service or "frame" or "mirror" the API Service on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or

7.1.8 take any action or inaction resulting in illegal, unauthorized or other improper purposes.

8 CONFIDENTIALITY.

During the Term of these Terms, the You and Your respective officers, employees, agents, contractors, end-users and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by Axon. You agree that a breach of the obligations of confidentiality is likely to cause irreparable harm to the Axon

and that money damages alone would be inadequate as a remedy for a breach of such obligations. Therefore, You agree not to object to Axon seeking injunctive relief in the event of such breach. The provisions of this Section 8 do not limit or otherwise affect the right of the Axon to pursue any other remedies available to Axon for a breach or threatened breach, including recovery of monetary damages from You, Your employees or former employees. The terms of confidentiality will survive any expiration or termination of these Terms.

8.1 **Description of Confidential Information**. For purposes of these Terms: "**Confidential Information**" means any business or technical information disclosed directly or indirectly in writing, orally, by Your visual inspection or mental impression and/or to which You may have access during the term of these Terms that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to You, including, but not limited to, trade secrets, copyrights, patent rights and other proprietary rights in and to Axon's respective products and/or technology including, but not limited to client lists and the specific contents of any associated client requests; competitive practices; technical information; research and development; software and associated documentation; source code, object code, the software design, structure and organization, software screens, user interfaces and the engineering know-how implemented in the software; and financial, purchasing, marketing, selling, and servicing information, and business systems and techniques, all of which are not generally known by the public, as well as any trade secrets (as such term is defined by applicable law).

8.2 **Use of Confidential Information**. You will maintain, and obligate Your officers, employees, agents, contractors, end-users and personnel by written agreement to maintain, all Confidential Information in confidence during the Term and after termination of these Terms, and not to disclose the Confidential Information to anyone other than those directly involved with these Terms, and not to disclose or permit access by any third party to any Confidential Information, except to the extent disclosure is expressly permitted Axon or any affiliate of Axon, and not to use any Confidential Information except in the performance of these Terms. You must protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of Axon and prevent such information from falling into the public domain or the possession of unauthorized persons.

8.3 **Standard of Care**. You will protect the Confidential Information from disclosure and/or access by any person other than Your officers, employees, agents, contractors, end-users and personnel who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as You use to protect Your own confidential information of a like nature. You undertake to notify Axon promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of these Terms as soon as You become aware of such breach and will cooperate with Axon to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

8.4 **Exclusions**. These Terms impose no obligation upon You with respect to Confidential Information that: (a) was in Your possession before receipt from Axon; (b) is or becomes a matter of public knowledge through no fault of You; (c) is rightfully received by You from a third party without a duty of confidentiality; (d) is disclosed by Axon to a third party without a duty of confidentiality on the third party; (e) is independently developed by You, and supported by sufficient independent documentary evidence; (f) is disclosed under operation of law, except that the You will disclose only such information as is legally required and will provide Axon prompt notice of the applicable subpoena or court order such that Axon will have the opportunity to seek a protective order; or (g) is disclosed by You with Axon's prior written approval.

9 CONTENT.

9.1 **Your Content**. As outlined in your MSPA, You control and own all right, title, and interest in and to Your Content and Axon obtains no rights to Your Content and Your Content is not business records of Axon. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. Axon will have limited access to Your Content solely for the purpose of providing and supporting the API and Evidence.com Services to You and Your end users. You represents that You own Your Content; and that none of Your Content or Your end users' use of Your Content or the API or Evidence.com Services will violate these Terms or applicable laws.

9.2 **API Content**. All content related to the API Service, other than Your Content or Your API Client content, is considered Axon's API Content. Such API content includes, without limitation, the design, structure and naming of the API Service fields in all responses and requests; the resources available within the API Service for which You take actions on, such as evidence, cases, users, reports, etc.; the structure of and relationship of the API Service resources; and the design of the API Service, in any part or as a whole.

9.3 **Prohibitions on API Content**. Unless expressly permitted by applicable law, You will not, and will not permit Your officers, employees, agents, contractors, end-users and personnel or others acting on Your behalf, to do the following with any API content returned from the API Interface:

9.3.1 Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

9.3.2 Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

9.3.3 Misrepresent the source or ownership; or

9.3.4 Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or course of material.

10 BRAND FEATURES.

10.1 "Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features Axon. Axon hereby grants to You a nontransferable, non-sublicensable, nonexclusive license while these Terms are in effect to display Axon's Brand Features in connection with your Use of the API Service. You may only use Axon trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 WARRANTIES. THE API SERVICE IS PROVIDED TO YOU "AS IS," "WHERE IS," WITH ALL FAULTS AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THESE TERMS, COURSE OF DEALING OR USAGE OF TRADE. AXON DOES NOT WARRANT THAT THE API SERVICE OR ANY OTHER Axon PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH API SERVICE OR OTHER PRODUCTS OR SERVICES WILL BE ERROR FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE.

12 LIMITATION ON LIABILITY. IN NO EVENT WILL AXON BE LIABLE TO YOU OR YOUR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, END-USERS, OR PERSONNEL FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA,

BUSINESS, GOODWILL OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.

13 INDEMNIFICATION.

13.1 **Your Indemnification**. To the extent authorized under Texas law, you will defend Axon against any and all actions, demands, claims and suits, and indemnify and hold Axon harmless from any and all liabilities, damages and costs (including without limitation reasonable attorneys' fees) to the extent arising out of: (i) Your use of the API Service in any manner that is inconsistent with these Terms and any attachments hereto, without the express written consent of Axon; (ii) the performance or promotion of Your agency; (iii) any claim of infringement of a third party's intellectual property rights with respect to Your API Client, but excluding any such claim in either case to the extent it is based on the API Service on a stand-alone basis; (iv) any violation by You or Your officers, employees, agents, contractors, end-users and personnel any local, state, or federal law or regulation, or a provision of these Terms; (v) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Your Content or by the use of Your Content; or (vi) a dispute between You and any third party over Your collection or use of Your Content.

13.2 **Axon's Indemnification**. Axon will indemnify and defend Your Indemnitees (You and Your officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against Your Indemnitees resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to these Terms, except in the case of Your negligent acts, omissions, willful misconduct or claims that fall under Workers Compensation coverage.

Axon has no liability to You or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the API Service by You or any third party not approved by Axon; (b) use of the API Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of the API Service other than as permitted under these Terms or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any the API Service software provided by Axon as part of or in connection with the use of the API Service.

14 UPDATES.

Axon may update or modify the API Service from time to time, to better serve You (in each instance, an "Update"). You are required to implement and use the most current version of the API Service and to make any applicable changes to Your API Client that are required as a result of such Update. Updates may adversely affect the manner in which Your API Client access or communicate with the API Service or the API Interface. Therefore, each API Client must contain means for You to update the API Client to the most current version of the API Service after any version has been depreciated. For non-website implementations, You must have means of remotely updated each API Client that has already been distributed to You. Axon will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.

15 GENERAL PROVISIONS.

15.1 **Compliance with Laws**. You are responsible for complying with all applicable laws, rules and regulations, all third party rights and all Axon policies, and You shall not use the API Service in a manner that violates such laws, rules, regulations, third parties' rights or any Axon policies. For avoidance of doubt, You shall not distribute or provide access to applications You develop or the API Interface, in contravention of U.S. export control or trade law.

15.2 **Miscellaneous**. You agree that these Terms and all disputes or claims arising hereunder will be governed by the laws of the State of Texas without reference to conflict of laws principles, and will be litigated exclusively in Williamson County, Texas, and You consent to personal jurisdiction in that court. These Terms constitute the complete agreement between You and Axon on the subject matter covered herein. No waiver Axon of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by Axon. These Terms are binding upon Your successors and assigns. Other than as outlined here, these Terms may not be amended except by a writing signed by Axon and expressly declared to be an amendment or modification of these Terms. In the event that any one or more of the provisions of these Terms are unenforceable, the enforceability of the remaining provisions will be unimpaired, and the unenforceable provisions will be modified to reflect the parties' intention. You will not assign or otherwise transfer any of Your rights or delegate Your obligations hereunder and any such attempt is null and void. You and Axon are not legal partners or agents, but are independent contractors.

16 No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

17 Texas Prompt Payment Act Compliance: 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 licensee 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 licensee 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 licensee'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.

18 Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

19 Right to Audit: Axon agrees that, upon reasonable request, Agency 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 Axon which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Axon agrees that Agency shall have access during normal working hours to all necessary Axon facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Agency shall give Axon reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.

Axon Enterprise, Inc.	[Williamson County]
By: _____	By: _____
Name: Robert Driscoll	Name: _____
Title: VP, Assoc. General Counsel	Title: _____
Date: 9/14/18	Date: _____

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Commissioners Court - Regular Session **42.**

Meeting Date: 09/25/2018

TAC Risk Policies renewal 1606-096

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Williamson County Risk Policies Contract Agreement with Texas Association of Counties Risk Management Pool (TAC), covering the term of October 1, 2018 - September 30, 2019, for the same terms and conditions as the existing contract and incorporating price changes per updated Property and Liability Contribution & Coverage Declarations.

Background

This is the second renewal. The TAC Risk Policies include Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, and Public Officials Liability. The total premium for Property Insurance for FY2019 is $220,908 and the combined total premium for Auto, Liability, Auto Physical Damage, Law Enforcement and Public Officials Liability policies for FY2019 is $710,774 which is included in the FY19 budget under General Fund/Road and Bridge Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TAC RMP Liability renewal

TAC RMP Property Renewal

TAC summary declaration and signature pages

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:26 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Dianne West		Started On: 09/18/2018 10:44 AM
Final Approval Date: 09/20/2018		

August 17, 2018

Tara Raymore
Williamson County Sr. Director of HR
301 S/E Inner Loop; Ste 108301 S/E Inner Loop; Ste 108
Georgetown, TX 78626

Re: Williamson County – Liability Renewal

The Texas Association of Counties Risk Management Pool (TAC RMP) is pleased to present your Liability coverage renewal for 2018. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your dedication to the Pool and we understand that supporting our Members when they need it most is an important detail when it comes to your coverage with TAC RMP.

The TAC RMP Board of Directors approved the following Liability Coverage enhancements effective October 1, 2017:

- **Cyber Coverage:** Increased the main limit from $1,000,000 to $2,000,000 and renamed to Privacy and Security Liability and Expense coverage.
- **General Liability:** Incorporated coverage for law enforcement watercraft in to the main coverage document.
- **Public Official and Law Enforcement Liability**: Expanded coverage for malicious or criminal act or omission. Also incorporated punitive damages into the main limit of liability.

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy. If you have any questions please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

Todd Kisel
Risk Management Consultant

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

INVOICE

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Invoice Due Date: October 1, 2018
Invoice #: 23226
Coverage #: CAS-2460-20181001-1
Coverage Period: October 1, 2018 - October 1, 2019
Member Number: 2460

Contribution for the coverage below is now due.

Coverage	Invoice Number	Contribution Due
Auto Liability	NRCN-23226-AL	$116,612
Auto Physical Damage	NRCN-23226-AP	$120,996
Law Enforcement Liability	NRCN-23226-LE	$273,029
Public Officials Liability	NRCN-23226-PO	$200,137
Total Due:		**$710,774**

Payment Remittance Form

Invoice Due Date: October 1, 2018

Invoice Number	Contribution Due
NRCN-23226-AL	$116,612
NRCN-23226-AP	$120,996
NRCN-23226-LE	$273,029
NRCN-23226-PO	$200,137
Total Due:	**$710,774**

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

If the total amount enclosed is not $710,774,
please use the notes section below to explain:

_____

_____

_____

Amount Enclosed: _____

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

08/17/2018

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2018 through October 1, 2019

This 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
Bodily Injury Liability - Each Person Bodily Injury Liability - Each Accident Property Damage Liability - Each Accident	$100,000 $300,000 $100,000	$1,000	$116,612
Included Coverage			
Personal Injury Protection	$5,000	No deductible	Included
AUTO LIABILITY CONTRIBUTION			**$116,612**

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	$2,500	$120,996
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			**$120,996**

LAW ENFORCMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability		10/01/2016	$2,000,000 Per Claim $2,000,000 Aggregate	$25,000	$264,734
Optional Coverage					
District Judge		10/01/2016	Per Endorsement		$5,295
Unmanned Aircraft	Number of Unmanned Aircraft: 4	10/01/2018	Per Endorsement		$3,000
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 Juvenile Probation Department Williamson County Sheriff's Office					
LAW ENFORCEMENT LIABILITY CONTRIBUTION					**$273,029**

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	09/01/2013	$2,000,000 Per Claim $2,000,000 Aggregate	$25,000	$188,417
Privacy or Security Event Liability and Expense Coverage	10/01/2017	$2,000,000 General Aggregate	$25,000	
Optional Increased Sublimit				
Back Wages	09/01/2013	$100,000 Per Claim $250,000 Aggregate		$4,183
Optional Coverage				
District Judge	09/01/2013	Per Endorsement		$3,768
District Attorney - Malicious Prosecution	09/01/2013	Per Endorsement		$3,768
Split Coverage Retroactive Coverage Dates				
Privacy or Security Event Liability and Expense Coverage	05/01/2015	$1,000,000 General Aggregate		
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				**$200,137**

TOTAL CONTRIBUTIONS	$710,774

This is not an invoice. An invoice will be submitted to the Pool Coordinator.

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.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

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.

This declaration is issued by as authorized representative of the Pool on 08/17/2018 in Austin, Texas.

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.

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 Additional Definitions 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 PROVISIONPROVISION

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.

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.

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.

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.

LAW ENFORCEMENT LIABILTY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Part IV – Exclusions, A.1 is amended to read:

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, (except Unmanned Aircraft scheduled below), watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
FA3T9ALCER	08QUE3G00105P6	DJI - MAVIC PRO	
FA3PWXH4CE	0030200302787	INSTANT EYE MARK - II GEN 3 UAV	
FA3T9AN7HK	O8QUE4Q0010219	DJI - MAVIC PRO	
FA3PWXEA9M	0030200302786	INSTANT EYE MARK - II GEN 3 UAV	

1. Coverage is provided under this endorsement only if all of the following conditions are met:

   A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.

   B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.

2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).

3. The following definitions apply to this endorsement:

   A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.

   B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

MEMBER
Williamson County
710 S Main St
Georgetown, TX 78626-5703

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-2460-20181001-1	10/01/2018	10/01/2019

COVERED VEHICLE
All Member owned or leased vehicles

COVERAGE PROVIDED BY
Texas Association of Counties Risk Management Pool
P.O. Box 2131
Austin, Texas 78768-2131

TO REPORT A CLAIM
Mon. - Fri., 8 a.m. - 5 p.m. 800.456.5974
After business hours 855.472.5246

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

MEMBER
Williamson County
710 S Main St
Georgetown, TX 78626-5703

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-2460-20181001-1	10/01/2018	10/01/2019

COVERED VEHICLE
All Member owned or leased vehicles

COVERAGE PROVIDED BY
Texas Association of Counties Risk Management Pool
P.O. Box 2131
Austin, Texas 78768-2131

TO REPORT A CLAIM
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TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

MEMBER
Williamson County
710 S Main St
Georgetown, TX 78626-5703

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-2460-20181001-1	10/01/2018	10/01/2019

COVERED VEHICLE
All Member owned or leased vehicles

COVERAGE PROVIDED BY
Texas Association of Counties Risk Management Pool
P.O. Box 2131
Austin, Texas 78768-2131

TO REPORT A CLAIM
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TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

MEMBER
Williamson County
710 S Main St
Georgetown, TX 78626-5703

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-2460-20181001-1	10/01/2018	10/01/2019

COVERED VEHICLE
All Member owned or leased vehicles

COVERAGE PROVIDED BY
Texas Association of Counties Risk Management Pool
P.O. Box 2131
Austin, Texas 78768-2131

TO REPORT A CLAIM
Mon. - Fri., 8 a.m. - 5 p.m. 800.456.5974
After business hours 855.472.5246

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Auto Schedule - Renewal

Member: Williamson County
Coverage Period: October 1, 2018 to October 1, 2019

☑ Personal Injury Protection
☐ Uninsured / Underinsured Motorist

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
221	2004	FORD	F350 CLUB	1FTWW33P64EC87355			648100	$196					$196
230	2012	FREIGHTLINER	M2	1FVACXBS7CHBJ9020		$900,000	214990	$163	$423	$214			$800
498	2000	OTHER	WELLS CARGO EW222	1WC200J27Y2040601			684990	$65					$65
648	2012	DODGE	3500 CREW CAB	3C63D3HL6CG109376		$25,000	014990	$131	$56	$50			$237
770	2016	FORD	EXPLORER	1FM5K8AR1GGB89153		$30,389	014990	$131	$72	$75			$278
869	2017	FORD	EXPLROER	1FM5K8AR8HGB92939	911 Comm	$29,296	014990	$131	$80	$101			$312
Department: 911 Coordinator								**Total Number of Vehicles:**			**6**		**$1,888**
189	2007	FORD	F150 CREW CAB	1FTPW12V77KC29785			014990	$131					$131
Department: Adult Probation								**Total Number of Vehicles:**			**1**		**$131**
167	2015	FORD	TRANSIT VAN	1FTNE9ZMXFKB00623		$22,665	648100	$196	$39	$33			$268
296	2007	CHEVROLET	G2500	1GCGG25V471128711			014990	$131					$131
Department: Animal Control								**Total Number of Vehicles:**			**2**		**$398**
106	2015	FORD	EXPLORER	1FM5K7B85FGC27224		$25,591	014990	$131	$64	$55			$250
107	2015	FORD	EXPLORER	1FM5K7B87FGC27225		$25,211	014990	$131	$64	$55			$250
114	2008	FORD	ESCAPE	1FMCU02Z68KC97915			014990	$131					$131
119	2011	FORD	ESCAPE	1FMCU0D71BKA99357			014990	$131					$131
121	2014	FORD	ESCAPE	1FMCU0F74EUC00980		$19,717	014990	$131	$34	$30			$195
122	2014	FORD	ESCAPE	1FMCU0F76EUC00981		$19,704	014990	$131	$34	$30			$195
123	2014	FORD	ESCAPE	1FMCU0F78EUC00979		$19,732	014990	$131	$34	$30			$195
124	2014	FORD	ESCAPE	1FMCU0F78EUC00982		$19,705	014990	$131	$34	$30			$195
125	2014	FORD	ESCAPE	1FMCU0F7XEUC00983		$19,707	014990	$131	$34	$30			$195
133	2002	FORD	EXPLORER	1FMZU62E62ZB03277			014990	$131					$131
623	2004	FORD	F150 XCAB	2FTRX17W04CA42332			014990	$131					$131
774	2016	FORD	F250 PICKUP TRUCK	1FT7X2A60GEB96950		$24,745	014990	$131	$43	$45			$219
798	2016	FORD	EXPLORER	1FM5K7B82GGC60926		$26,148	014990	$131	$72	$75			$278
850	2017	OTHER	TOP HAT MP 16X77EC	4R7BU1622HT159658			684990	$65					$65
1039	2018	FORD	EXPLORER	1FM5K7B81JGC18951		$27,180	014990	$131	$80	$101			$312

Department: Computer / Information Systems									**Total Number of Vehicles: 15**				**$2,870**
111	2014	FORD	EXPLORER	1FM5K8AR3EGB54465		$25,877	014990	$131	$56	$50			$237
505	2010	DODGE	CHARGER	2B3AA4CTXAH161615			001303	$131					$131
773	2016	FORD	EXPLORER	1FM5K8AR1GGB97446		$27,400	014990	$131	$72	$75			$278
864	2017	FORD	EXPLORER	1FM5K8AR1HGB71480		$29,097	014990	$131	$80	$101			$312
865	2017	FORD	EXPLORER	1FM5K8AR5HGB71479		$29,097	014990	$131	$80	$101			$312
992	2018	FORD	EXPLORER	1FM5K8AR8JGA83662		$30,351	014990	$131	$80	$101			$312
Department: County Attorney									**Total Number of Vehicles: 6**				**$1,581**
42	2013	FORD	TAURUS	1FAHP2M87DG188822		$24,215	001303	$131					$131
511	2007	DODGE	CHARGER	2B3KA43R07H714418			001303	$131					$131
528	2015	DODGE	CHARGER	2C3CDXAG4FH730122		$22,760	001303	$131	$39	$33			$202
529	2015	DODGE	CHARGER	2C3CDXAG6FH730123		$22,760	001303	$131	$39	$33			$202
531	2014	DODGE	CHARGER	2C3CDXAT6EH190963		$24,860	001303	$131	$34	$30			$195
791	2016	FORD	EXPLORER	1FM5K8AR6GGC26360		$28,408	014990	$131	$72	$75			$278
Department: District Attorney									**Total Number of Vehicles: 6**				**$1,139**
265	2008	CHEVROLET	G3500	1GBHG31C181227877			014990	$131					$131
309	2010	CHEVROLET	G1500	1GCUGAD46A1108666		$42,000	014990	$131					$131
Department: Elections									**Total Number of Vehicles: 2**				**$261**
14	2014	OTHER	BIG	16VAX1218E2057655			694990	$65					$65
494	2007	OTHER	RF6122	1W4200E2172058483			684990	$65					$65
676	2008	FARBER	WFF38S	5B4MPA7G273424199		$159,190	684990	$65	$177	$176			$419
713	2013	CHEVROLET	2500 CREW CAB PICKUP TRUCK	1GC1KVCG0DF218530		$25,537	014990	$131	$56	$50			$237
867	2017	CHEVROLET	TAHOE	1GNSKFEC5HR191745		$64,919	014990	$131	$109	$151		X	$390
868	2017	CHEVROLET	TAHOE	1GNSKFEC4HR194653		$64,919	014990	$131	$109	$151		X	$390
970	2018	OTHER	BIG TEX 4522	16VNX1626J2096002		$3,049	684990	$65					$65
Department: Emergency Management									**Total Number of Vehicles: 7**				**$1,632**
64	2014	FORD	F450 AMBULANCE	1FDUF4GT3EEB80832		$242,400	007914	$196	$355	$264			$815
67	2013	FORD	F450 AMB	1FDUF4GT0DEA93632		$210,600	007914	$196	$355	$264			$815
69	2013	FORD	F450 AMB	1FDUF4GT1DEA81179		$210,600	007914	$196	$355	$264			$815
72	2013	FORD	F450 AMB	1FDUF4GT2DEB89228		$210,600	007914	$196	$355	$264			$815
78	2014	FORD	AMBULANCE	1FDUF4GT5EEB80833		$242,400	007914	$196	$355	$264			$815
79	2014	OTHER	AMBULANCE	1FDUF4GT5FEA77610		$242,000	007914	$196	$355	$264			$815
84	2014	FORD	F450 AMB	1FDUF4GT7EEB80834		$242,400	007914	$196	$355	$264			$815
85	2014	OTHER	AMBULANCE	1FDUF4GT7FEA77608		$242,400	007914	$196	$355	$264			$815
86	2012	FORD	F450 AMB	1FDUF4GT8CEA13282		$181,150	007914	$196	$355	$264			$815
87	2012	FORD	F450 AMB	1FDUF4GT8CEA60697		$181,150	007914	$196	$355	$264			$815
88	2013	FORD	F450 AMBULANCE	1FDUF4GT8DEA81177		$210,600	007914	$196	$355	$264			$815
91	2013	FORD	F450 AMBULANCE	1FDUF4GT9DEA93631		$210,600	007914	$196	$355	$264			$815
92	2015	OTHER	AMBULANCE	1FDUF4GT9FEA77609		$276,000	007914	$196	$644	$332			$1,172
94	2014	FORD	F450 AMB	1FDUF4GTXEEA93347		$242,400	007914	$196	$355	$264			$815

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
223	2015	FORD	PICKUP TRUCK	1FTYR1CG7FKA59566		$26,000	014990	$131	$64	$55			$250
260	2000	CHEVROLET	G3500	1GAHG39RXY1146048			007914	$196					$196
315	2012	CHEVROLET	TAHOE	1GNLC2E00CR205429		$78,000	014990	$131					$131
323	2012	CHEVROLET	TAHOE	1GNLC2E01CR301070		$32,000	014990	$131					$131
347	2012	CHEVROLET	TAHOE	1GNLC2E04CR204834		$78,000	014990	$131					$131
357	2014	CHEVROLET	TAHOE	1GNLC2E05ER194463		$45,700	014990	$131	$56	$50			$237
374	2012	CHEVROLET	TAHOE	1GNLC2E08CR302281		$78,000	014990	$131	$104	$113			$348
392	2011	CHEVROLET	TAHOE	1GNLC2E0XBR226111		$25,600	014990	$131					$131
393	2012	CHEVROLET	TAHOE	1GNLC2E0XCR204014		$78,000	014990	$131	$104	$113			$348
424	2010	CHEVROLET	TAHOE	1GNMCAE0XAR134056			014990	$131					$131
426	2015	CHEVROLET	TAHOE	1GNSK2EC2FR602489		$52,515	014990	$131	$87	$83			$300
700	2015	FORD	F450 AMBULANCE	1FDUF4GT1FEC83345		$276,000	007914	$196	$644	$332			$1,172
701	2015	FORD	F450 AMBULANCE	1FDUF4GT2FEC73052	540	$276,000	007914	$196	$644	$332			$1,172
702	2015	FORD	F450 AMBULANCE	1FDUF4GT3FEC99658	540	$276,000	007914	$196	$644	$332			$1,172
703	2015	FORD	F450 AMBULANCE	1FDUF4GT6FEC57744	540	$276,000	007914	$196	$644	$332			$1,172
704	2015	FORD	F450 AMBULANCE	1FDUF4GT6FEC99654		$276,000	007914	$196	$644	$332			$1,172
706	2015	FORD	F450 AMBULANCE	1FDUF4GT8FEC99655	540	$276,000	007914	$196	$644	$332			$1,172
746	2015	FORD	F450 AMB	1FDUF4GT1FEC99657		$106,845	007914	$196	$322	$249			$767
747	2015	FORD	F450 AMB	1FDUF4GTXFEC99656		$106,845	007914	$196	$322	$249			$767
782	2016	CHEVROLET	MALIBU	1G11A5SA1GU130451		$18,970	001303	$131	$43	$45			$219
783	2016	CHEVROLET	MALIBU	1G11A5SA2GU129843		$18,970	001303	$131	$43	$45			$219
784	2016	CHEVROLET	MALIBU	1G11A5SA4GU130749		$18,970	001303	$131	$43	$45			$219
809	2008	OTHER	MAGNUM TRAILER	1V5BA122281135630			684990	$65					$65
845	2016	FORD	F-450 AMBULANCE	1FDUF4GT1GEB44804		$283,500	007914	$196	$724	$453			$1,373
846	2016	FORD	F-450 AMBULANCE	1FDUF4GTXGEA45219		$262,358	007914	$196	$724	$453			$1,373
847	2016	FORD	F-450 AMBULANCE	1FDUF4GT4GEB56137		$262,358	007914	$196	$724	$453			$1,373
848	2016	FORD	F-450 AMBULANCE	1FDUF4GT3GEC90959		$262,358	007914	$196	$724	$453			$1,373
861	2017	CHEVROLET	TAHOE	1GNLCDEC9HR175571		$39,991	014990	$131	$80	$101			$312
862	2017	CHEVROLET	TAHOE	1GNLCDEC8HR175187		$39,991	014990	$131	$80	$101			$312
863	2017	CHEVROLET	TAHOE	1GNLCDEC6HR175088		$39,991	014990	$131	$80	$101			$312
870	2017	FORD	EXPLORER	1FM5K8AR9HGC07710		$25,897	014990	$131	$80	$101			$312
939	2003	OTHER	WELLS CARFO ROAD FORCE TRAILER	1W4200E1332047244		$2,235	684990	$65					$65
940	1997	OTHER	WELLS CARGO TOTE WAGON	1WC200D14V2032468		$2,375	684990	$65					$65
951	2017	FORD	F450 AMBULANCE	1FDUF4GT9HEB30585		$243,918	007914	$196	$507	$528		X	$1,231
952	2017	FORD	F450 AMBULANCE	1FDUF4GT7HEB30584		$243,918	007914	$196	$507	$528		X	$1,231
953	2017	FORD	F450 AMBULANCE	1FDUF4GT1HEB30581		$243,918	007914	$196	$507	$528		X	$1,231

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
954	2017	FORD	F450 AMBULANCE	1FDUF4GT5HEB30583		$243,918	007914	$196	$507	$528		X	$1,231
1002	2018	CHEVROLET	TAHOE	1GNLCDEC2JR229735		$57,730	014990	$131	$109	$151		X	$390
Department: EMS									**Total Number of Vehicles:**		**52**		**$35,569**
281	2009	CHEVROLET	1500 XCAB	1GCEC19019Z298301			014990	$131					$131
792	2016	CHEVROLET	SUBURBAN	1GNSCKEC1GR301954		$41,611	014990	$131	$72	$75			$278
866	2017	FORD	F250	1FT7W2B65HEC34305		$30,205	014990	$131	$80	$101			$312
Department: Extension Office									**Total Number of Vehicles:**		**3**		**$721**
499	1998	OTHER	TRAILER CW202-102	1WC200J28W2035484			684990	$65					$65
990	2018	CHEVROLET	2500 DOUBLE CAB	1GC2CUEG3JZ138450		$35,315	014990	$131	$80	$101			$312
1008	2018	CHEVROLET	2500	1GC1CUEG9JF242891		$34,593	014990	$131	$80	$101		X	$312
Department: Facilities & Wireless Communication									**Total Number of Vehicles:**		**3**		**$689**
290	2002	CHEVROLET	1500 XCAB	1GCEC19V42Z272793			214990	$163					$163
460	1997	INTERNATIONAL	4700 4X2	1HTSCABR8VH488370			214990	$163					$163
914	2010	FORD	F250	1FTNF2A51AEA90113		$29,666	014990	$131					$131
Department: Fleet Services									**Total Number of Vehicles:**		**3**		**$457**
103	2008	FORD	F450 CLUB	1FDXW47R98EA09606			684990	$65					$65
140	2011	FORD	F250 CLUB	1FT7W2A65BEB90444		$30,000	014990	$131					$131
220	2004	FORD	F350 CLUB	1FTWW33P44EC87354			014990	$131					$131
500	2003	OTHER	CW2424-102	1WC200L2832048969			684990	$65					$65
501	2005	OTHER	UD	1WC200R2752054417			684990	$65					$65
502	2011	OTHER	CVGT3627	1WC200R27B2065932			684990	$65					$65
649	2009	DODGE	3500 CREW CAB	3D7ML48L19G532211		$39,222	014990	$131					$131
688	2012	OTHER	WORK N TOW TXWEWT817TA3	5NHUWT729CY014782		$4,000	684990	$65					$65
749	2015	FORD	F-150 CREW CAB PICKUP TRUCK	1FTEW1EF1FFA75884		$37,785	014990	$131	$64	$55			$250
750	2015	OTHER	WELLS CARGO TRAILER CVGT3627	575200R29FT298830		$47,546	684990	$65	$64	$55			$185
938	2016	FORD	F550	1FD0W5HT0GED14881		$60,476	014990	$131	$98	$113			$342
Department: Hazmat									**Total Number of Vehicles:**		**11**		**$1,495**
902	2017	FORD	EXPLORER	1FM5K7B86HGD18084		$26,754	014990	$131	$80	$101			$312
Department: Infrastructure									**Total Number of Vehicles:**		**1**		**$312**
13	2010	OTHER	35LS-12BK	16VAX1210A2A53273			684990	$65					$65
45	1997	FORD	E350	1FBJS31L4VHB61036			648100	$196					$196
47	2006	FORD	E350	1FBSS31L56HA58567			648100	$196					$196
192	2006	FORD	F150 XCAB	1FTRX12W16KC90224			014990	$131					$131
207	2007	FORD	F150 XCAB	1FTRX12WX7KC26443			014990	$131					$131
210	2009	FORD	E350	1FTSS34L89DA67184			648100	$196					$196

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
428	2010	CHEVROLET	EXPRESS G1500	1GNUGBD41A1138333			648200	$261					$261
429	2010	CHEVROLET	EXPRESS G1500	1GNUGBD49A1137673			648200	$261					$261
539	2011	FORD	CROWN VICTORIA	2FABP7BV2BX182445		$30,000	001303	$131					$131
542	2011	FORD	CROWN VICTORIA	2FABP7BV3BX182471		$30,000	001303	$131					$131
552	2011	FORD	CROWN VICTORIA	2FABP7BV5BX182472		$30,000	001303	$131					$131
563	2011	FORD	CROWN VICTORIA	2FABP7BV9BX182443		$30,000	001303	$131					$131
564	2011	FORD	CROWN VICTORIA	2FABP7BV9BX182460		$30,000	001303	$131					$131
565	2011	FORD	CROWN VICTORIA	2FABP7BV9BX182474		$30,000	001303	$131					$131
632	2014	CHEVROLET	IMPALA	2G1WA5E39E1145923		$19,445	001303	$131	$34	$30			$195
726	2014	DODGE	GRAND CARAVAN	2C4RDGBG8ER292198	574	$21,827	648100	$196	$34	$30			$260
727	2014	DODGE	GRAND CARAVAN	2C4RDGBGXER292199	574	$21,827	648100	$196	$34	$30			$260
808	2017	FORD	ESCAPE	1FMCU0F76HUA25216		$19,224	014990	$131	$48	$60			$239
887	2017	CHEVROLET	TAURUS	1FAHP2MK9HG108941		$41,704	007911	$261	$161	$151		X	$573
Department: Jail								**Total Number of Vehicles: 19**					**$3,746**
48	2005	FORD	E350	1FBSS31L75HA82982			648100	$196					$196
130	2000	FORD	E150	1FMRE1123YHA44632			014990	$131					$131
198	2007	FORD	F150 XCAB	1FTRX12W27NA37929			014990	$131					$131
237	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57509F171144			001303	$131					$131
238	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57509F186467			001303	$131					$131
239	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57509F215062			001303	$131					$131
240	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57539F170604			001303	$131					$131
241	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57539F187404			001303	$131					$131
242	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57539F188410			001303	$131					$131
243	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57549F185547			001303	$131					$131
244	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57549F187539			001303	$131					$131
245	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57559F181491			001303	$131					$131
246	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57559F189235			001303	$131					$131
247	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57589F182022			001303	$131					$131
248	2009	CHEVROLET	MALIBU HYBRID	1G1ZF57599F188136			001303	$131					$131
249	2009	CHEVROLET	MALIBU HYBRID	1G1ZF575X9F185911			001303	$131					$131
250	2009	CHEVROLET	MALIBU HYBRID	1G1ZF575X9F188789			001303	$131					$131
257	2008	CHEVROLET	MALIBU	1G1ZS58N78F105750			001303	$131					$131
259	2009	CHEVROLET	EXPRESS VAN 3500	1GAHG39K991135661			648200	$261					$261
513	2007	DODGE	CHARGER	2B3KA43R37H714414			001303	$131					$131
515	2007	DODGE	CHARGER	2B3KA43R77H714416			001303	$131					$131
516	2007	DODGE	CHARGER	2B3KA43R97H714417			001303	$131					$131
660	2009	SATURN	VUE HYBRID	3GSCL93Z09S624636			001303	$131					$131

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
674	2002	OTHER	UTILITY TRAILER	4YXBA20172H007753			684990	$65					$65
684	2002	OTHER	DRD-LT	5H7CS08192C004595			684990	$65					$65
908	2018	CHEVROLET	MALIBU	1G1ZC5STXJF102352		$19,858	001303	$131	$48	$60		X	$239
909	2018	CHEVROLET	MALIBU	1G1ZC5ST0JF101114		$19,878	001303	$131	$48	$60		X	$239
916	2008	CHEVROLET	MALIBU	1G1ZS58N48F109111		$5,000	001303	$131					$131
917	2015	OTHER	LARK VT610SA	571BE1015FM007649		$2,519	684990	$65					$65
948	2018	CHEVROLET	MALIBU	1G1ZC5ST5JF103926		$20,297	001303	$131	$48	$60			$239
998	2018	CHEVROLET	MALIBU	1G1ZC5ST3JF207492		$18,543	001303	$131	$48	$60			$239
999	2018	CHEVROLET	MALIBU	1G1ZC5ST9JF207612		$18,552	001303	$131	$48	$60			$239
1000	2018	CHEVROLET	MALIBU	1G1ZC5ST5JF210393		$18,537	001303	$131	$48	$60			$239
1001	2018	CHEVROLET	MALIBU	1G1ZC5ST7JF210606		$18,910	001303	$131	$48	$60			$239
Department: Juvenile Department										**Total Number of Vehicles:**	**34**		**$5,199**
57	2012	FORD	F250 RCAB	1FDBF2A61CEB08474		$25,000	014990	$131					$131
58	2015	FORD	F250 PICKUP TRUCK	1FDBF2A62FEA35300		$25,465	014990	$131	$64	$55			$250
59	2015	FORD	F250 PICKUP TRUCK	1FDBF2A64FEA35301		$25,453	014990	$131	$64	$55			$250
60	2015	FORD	F250 PICKUP TRUCK	1FDBF2A66FEA35302		$25,431	014990	$131	$64	$55			$250
65	2006	FORD	F250 RCAB	1FDNF20516ED40356			014990	$131					$131
105	2014	FORD	EXPEDITION	1FM5K7B82EGC26465		$25,021	014990	$131	$56	$50			$237
158	2011	FORD	F150 XCAB	1FTEX1CM8BFB05343			014990	$131					$131
164	2014	FORD	PICKUP TRUCK	1FTMF1CM4EKG35450		$17,344	014990	$131	$34	$30			$195
173	2008	FORD	F250 RCAB	1FTNF20538EC99428			014990	$131					$131
176	2008	FORD	F250 RCAB	1FTNF20558EC99429			014990	$131					$131
181	2008	FORD	F250 RCAB	1FTNF205X8EA08679			014990	$131					$131
193	2007	FORD	F150 XCAB	1FTRX12W17FB00352			014990	$131					$131
206	2007	FORD	F150 XCAB	1FTRX12WX7FB00351			014990	$131					$131
222	2010	FORD	F350 CLUB	1FTWW3A55AEB43342		$33,177	014990	$131					$131
709	2015	FORD	F150 CREW CAB PICKUP TRUCK	1FTEW1CF8FKD70085		$25,663	014990	$131	$64	$55			$250
743	2016	FORD	F250 PICKUP TRUCK	1FDBF2A61GEA29442		$27,090	014990	$131	$72	$75			$278
744	2016	FORD	F250 PICKUP TRUCK	1FDBF2A63GEA29443		$27,090	014990	$131	$72	$75			$278
775	2016	FORD	TRANSIT	1FTYR1DG5GKA01536		$26,169	648100	$196	$72	$75			$344
780	2016	FORD	TRANSIT VAN	1FTYR1DG3GKA01535		$26,072	648100	$196	$72	$75			$344
891	2017	FORD	F250	1FDBF2A61HEB62686		$34,611	014990	$131	$80	$101			$312
941	2000	OTHER	SHOP BUILT TRAILER	22733237114094641		$700	684990	$65					$65
942	2017	FORD	F150	1FTEW1CF1HKD12418		$27,571	014990	$131	$80	$101			$312
966	2017	FORD	TRANSIT 150 VAN	1FTYE2CM9HKB15839		$27,073	648100	$196	$80	$101			$377

Department: Maintenance											**Total Number of Vehicles: 23**		**$4,918**
251	2007	CHEVROLET	MALIBU	1G1ZS58N07F304363			001303	$131					$131
252	2007	CHEVROLET	MALIBU	1G1ZS58N07F304492			001303	$131					$131
254	2007	CHEVROLET	MALIBU	1G1ZS58N27F304851			001303	$131					$131
255	2007	CHEVROLET	MALIBU	1G1ZS58N27F314151			001303	$131					$131
363	2014	CHEVROLET	TAHOE	1GNLC2E06ER203090		$25,726	014990	$131	$56	$50			$237
373	2012	CHEVROLET	TAHOE	1GNLC2E08CR297082		$40,000	014990	$131					$131
636	2014	CHEVROLET	IMPALA	2G1WD5E33E1153247		$21,518	001303	$131	$34	$30			$195
637	2014	CHEVROLET	IMPALA	2G1WD5E34E1153533		$21,140	001303	$131	$34	$30			$195
638	2010	CHEVROLET	IMPALA	2G1WD5EM3A1169726			001303	$131					$131
639	2010	CHEVROLET	IMPALA	2G1WD5EM8A1170273			001303	$131					$131
849	2016	CHEVROLET	TAHOE	1GNLCDEC1GR368229		$43,225	014990	$131	$72	$75			$278
Department: Mobile Outreach											**Total Number of Vehicles: 11**		**$1,819**
299	2013	CHEVROLET	1500	1GCNCPEX7DZ383092	OSSF	$16,718	014990	$131	$34	$30			$195
482	2006	NISSAN	FRONTIER	1N6BD06T66C408764	OSSF		014990	$131					$131
800	2016	CHEVROLET	SILVERADO PICKUP TRUCK	1GCNCNEH7GZ211680	OSSF	$17,531	014990	$131	$43	$45			$219
801	2016	CHEVROLET	SILVERADO PICKUP TRUCK	1GCNCNEH0GZ210161	OSSF	$21,031	014990	$131	$43	$45			$219
1003	2018	CHEVROLET	1500	1GCNKNEH6JZ295811	OSSF	$24,841	014990	$131	$48	$60			$239
Department: OSSF											**Total Number of Vehicles: 5**		**$1,003**
3	2005	OTHER	UTILITY TRAILER	10191435000000000			684990	$65					$65
5	1994	OTHER	UNK	000000000TR205853			684990	$65					$65
6	2006	OTHER	UNK	000000000WCS00098			684990	$65					$65
15	2006	OTHER	120A-20	16VFX202662338488			684990	$65					$65
139	2011	FORD	F250 CLUB	1FT7W2A64BEB81234			014990	$131					$131
142	2015	FORD	PICKUP TRUCK	1FT7X2A60FEC46695	WCCF-508	$24,040	014990	$131	$39	$33			$202
147	2015	FORD	PICKUP TRUCK	1FTBF2A65FEC46687		$22,207	014990	$131	$39	$33			$202
168	2005	FORD	F250 RCAB	1FTNF20505ED37077			014990	$131					$131
491	2004	OTHER	20X83.5HD	1V5BA202441134949			684990	$65					$65
670	2010	OTHER	D7142	4P5D71425A1139587			684990	$65					$65
672	2015	OTHER	TRAILER	4R7BU1622FT142341	WCCF		684990	$65					$65
673	2003	OTHER	UTILITY TRAILER	4XKFS08193A002087			684990	$65					$65
699	2015	FORD	F 350 CREW CAB PICKUP TRUCK	1FD8W3GT6FEA88661		$43,758	014990	$131	$64	$55			$250
779	2016	FORD	F250 PICKUP TRUCK	1FT7X2A64GEB96949		$25,678	014990	$131	$72	$75			$278
882	2017	OTHER	TOPHAT 20XLP TRAILER	4R7BU202XHT164802		$3,401	684990	$65	$16	$20			$102
890	2016	OTHER	WYLIE EXP1025E TRAILER	5VUTV172XGP000017		$6,935	684990	$65	$43	$45			$154
956	2017	OTHER	LOAD TRAIL TL8320072_4558	4ZETD202XH1143229	WCCF	$4,938	684990	$65					$65
969	2018	CHEVROLET	2500 CREW CAB	1GC2KUEG9JZ150220		$34,260	014990	$131	$80	$101			$312
987	2018	OTHER	WYLIE EXP800S	5VUTG1426HP000032		$37,584	684990	$65					$65
995	2018	OTHER	MAGNUM LD322 TRAILER	4P5LD3221J1289618		$15,760	684990	$65	$48	$60			$174

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
1007	2018	FORD	F450	1FT8W4DT6JEC25976		$52,421	014990	$131	$109	$151			$390
1018	2017	OTHER	VERMEER CHIPPER BC700XL	1VRC101V3H1001444		$14,159	684990	$65					$65
1026	2003	OTHER	WW TRAILER	11WEC12273W271724		$2,950	684990	$65					$65
Department: Parks and Recreation										**Total Number of Vehicles:**	**23**		**$3,109**
321	2014	CHEVROLET	TAHOE	1GNLC2E00ER216000		$30,924	007912	$196	$113	$75		X	$384
356	2014	CHEVROLET	TAHOE	1GNLC2E05ER167215		$28,316	007912	$196	$113	$75			$384
362	2014	CHEVROLET	TAHOE	1GNLC2E06ER170415		$29,166	007912	$196	$113	$75			$384
375	2013	CHEVROLET	TAHOE	1GNLC2E08DR251446		$42,359	007912	$196	$113	$75			$384
410	2015	CHEVROLET	TAHOE	1GNLC2EC6FR563780		$50,521	007912	$196	$174	$125			$494
419	2010	CHEVROLET	TAHOE	1GNMCAE01AR139470		$29,496	007912	$196					$196
971	2018	CHEVROLET	TAHOE	1GNLCDECXJR179778		$54,723	007912	$196	$217	$226		X	$640
972	2018	CHEVROLET	TAHOE	1GNLCDEC9JR181019		$52,138	007912	$196	$217	$226		X	$640
973	2018	CHEVROLET	TAHOE	1GNLCDEC8JR179343		$51,220	007912	$196	$217	$226		X	$640
974	2018	CHEVROLET	TAHOE	1GNLCDEC1JR182651		$51,220	007912	$196	$217	$226		X	$640
975	2018	CHEVROLET	TAHOE	1GNLCDECXJR181630		$51,220	007912	$196	$217	$226		X	$640
976	2018	CHEVROLET	TAHOE	1GNLCDEC0JR181555		$53,336	007912	$196	$217	$226		X	$640
Department: Precinct 1, Constable										**Total Number of Vehicles:**	**12**		**$6,063**
312	2009	CHEVROLET	TAHOE	1GNEC03079R158022			007912	$196					$196
348	2012	CHEVROLET	TAHOE	1GNLC2E04CR288279		$42,000	007912	$196					$196
350	2011	CHEVROLET	TAHOE	1GNLC2E05BR275152		$41,000	007912	$196					$196
351	2011	CHEVROLET	TAHOE	1GNLC2E05BR275541		$41,000	007912	$196					$196
403	2015	CHEVROLET	TAHOE	1GNLC2EC4FR253059		$31,373	007912	$196	$129	$83			$408
404	2015	CHEVROLET	TAHOE	1GNLC2EC4FR253952		$32,348	007912	$196	$129	$83			$408
409	2015	CHEVROLET	TAHOE	1GNLC2EC5FR251823		$31,373	007912	$196	$129	$83			$408
421	2010	CHEVROLET	TAHOE	1GNMCAE06AR132885		$34,383	007912	$196					$196
595	2005	FORD	CROWN VICTORIA	2FAFP71W65X123611			007911	$261					$261
658	2012	CHEVROLET	1500	3GCPCSE04CG263327		$26,000	007912	$196					$196
880	2016	CHEVROLET	TAHOE	1GNLCDEC4GR345530		$46,961	007912	$196	$145	$113			$454
881	2016	CHEVROLET	TAHOE	1GNLCDEC1GR346098		$46,961	007912	$196	$145	$113			$454
Department: Precinct 2, Constable										**Total Number of Vehicles:**	**12**		**$3,567**
41	2013	FORD	TAURUS	1FAHP2M87DG116938		$32,000	007911	$261					$261
112	2013	FORD	EXPLORER	1FM5K8AR8DGA18346		$42,824	007912	$196	$113	$75			$384
325	2014	CHEVROLET	TAHOE	1GNLC2E01ER171259		$27,919	007912	$196	$113	$75			$384
336	2014	CHEVROLET	TAHOE	1GNLC2E02ER167981		$27,916	007912	$196	$113	$75			$384
339	2011	CHEVROLET	TAHOE	1GNLC2E03BR235068		$25,000	007912	$196					$196

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
384	2011	CHEVROLET	TAHOE	1GNLC2E09BR234460		$25,000	007912	$196					$196
385	2011	CHEVROLET	TAHOE	1GNLC2E09BR235513		$41,000	007912	$196					$196
400	2015	CHEVROLET	TAHOE	1GNLC2EC3FR563090		$30,058	007912	$196	$129	$83			$408
415	2015	CHEVROLET	TAHOE	1GNLC2ECXFR563247		$30,058	007912	$196	$129	$83			$408
425	2011	CHEVROLET	TAHOE	1GNSK2E02BR234685		$41,000	007912	$196					$196
427	2015	CHEVROLET	TAHOE	1GNSK3EC8FR563803		$31,373	007912	$196	$129	$83			$408
873	2017	CHEVROLET	TAHOE	1GNLCDEC7HR183989		$33,920	007912	$196	$161	$151			$508
937	2013	FORD	EXPLORER	1FM5K8ARXDGB71181		$41,459	007912	$196	$113	$75			$384
Department: Precinct 3, Constable								**Total Number of Vehicles:**			**13**		**$4,311**
314	2012	CHEVROLET	TAHOE	1GNLC2E00CR169158		$42,000	007912	$196					$196
345	2011	CHEVROLET	TAHOE	1GNLC2E04BR234382		$41,000	007912	$196					$196
346	2011	CHEVROLET	TAHOE	1GNLC2E04BR234415		$41,000	007912	$196					$196
352	2012	CHEVROLET	TAHOE	1GNLC2E05CR169110		$42,000	007912	$196					$196
414	2015	CHEVROLET	TAHOE	1GNLC2EC9FR583604		$45,670	007912	$196	$129	$83			$408
416	2015	CHEVROLET	TAHOE	1GNLC2ECXFR583756		$46,278	007912	$196	$129	$83			$408
751	2014	CHEVROLET	TAHOE	1GNSK2E0XER168911		$30,137	007912	$196	$113	$75			$384
793	2016	CHEVROLET	TAHOE	1GNLCDEC9GR295501		$52,909	007912	$196	$196	$170		X	$561
794	2016	CHEVROLET	TAHOE	1GNLCDEC1GR295511		$54,685	007912	$196	$196	$170			$561
883	2017	CHEVROLET	TAHOE	1GNLCDECXHR217732		$49,923	007912	$196	$161	$151			$508
978	2018	CHEVROLET	TAHOE	1GNLCDEC9JR181201		$61,440	007912	$196	$217	$226		X	$640
979	2018	CHEVROLET	TAHOE	1GNLCDECSJR182569		$62,600	007912	$196	$217	$226		X	$640
980	2018	CHEVROLET	TAHOE	1GNLCDEC4JR181333		$62,600	007912	$196	$217	$226		X	$640
Department: Precinct 4, Constable								**Total Number of Vehicles:**			**13**		**$5,531**
96	2008	FORD	E350	1FDWE35L88DA85072	RCS 507		014990	$131					$131
741	2016	FORD	F250 PICKUP TRUCK	1FDBF2B64GEA16229	RCS 587	$30,644	014990	$131	$72	$75			$278
754	2016	FORD	F250 PICKUP TRUCK	1FT7X2B66GEA72891	RCS 587	$27,214	014990	$131	$72	$75			$278
852	2017	FORD	EXPLORER	1FM5K7D83HGA63228	RCS 507	$32,447	014990	$131	$80	$101			$312
949	2008	OTHER	WHISPERWATT DCA-25SS1U2	7109701	RCS 507	$13,785	684990	$65					$65
Department: RCS Wireless Communication								**Total Number of Vehicles:**			**5**		**$1,064**
188	2005	FORD	F150 CREW CAB	1FTPW12535FA37463			001303	$131					$131
Department: Record Management								**Total Number of Vehicles:**			**1**		**$131**
18	2000	DODGE	CARAVAN	1B4GP44G5YB806552			648100	$196					$196
19	2015	JEEP	GRAND CHEROKEE	1C4RJEAG8FC763663		$27,345	007912	$196	$129	$83			$408
20	2015	DODGE	PICKUP TRUCK	1C4SDHFT7FC741203		$30,266	007912	$196	$129	$83			$408
24	2009	DODGE	DAKOTA	1D7HE38K39S806868			007912	$196					$196
25	2009	DODGE	DAKOTA	1D7HE38K49S749063			007912	$196					$196
26	2009	DODGE	DAKOTA	1D7HE38K59S806869			007912	$196					$196

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
38	2006	FORD	TAURUS	1FAFP53U46A213978			007911	$261					$261
40	2013	FORD	TAURUS	1FAHP2M80DG105800		$38,127	007911	$261					$261
43	2013	FORD	TAURUS	1FAHP2M88DG105799		$38,127	007911	$261					$261
50	2008	FORD	E450 WALKIN VAN	1FCLE49L98DA37409			648100	$196					$196
56	2010	FORD	F550	1FDAF5HR2AEB36780		$269,776	007912	$196	$563	$302			$1,061
104	2013	FORD	EXPLORER	1FM5K7B81DGA14638		$43,000	007912	$196	$113	$75		X	$384
108	2014	FORD	EXPLORER	1FM5K7D88EGA80845		$25,400	007912	$196	$113	$75		X	$384
117	2009	FORD	ESCAPE	1FMCU03G49KB19645			007912	$196					$196
118	2009	FORD	ESCAPE	1FMCU03G99KB19642			007912	$196					$196
120	2010	FORD	ESCAPE	1FMCU0DG6AKC22309			007912	$196					$196
161	2013	FORD	F150 XCAB	1FTFX1CF5DFB23825		$21,035	007912	$196	$68	$45			$309
218	2007	FORD	F150 XCAB	1FTVX12557NA54701			007912	$196					$196
236	2012	CHEVROLET	MALIBU	1G1ZA5EU6CF261754		$31,000	007911	$261					$261
263	2007	CHEVROLET	UPLANDER	1GBDV13W17D172876			007912	$196					$196
273	2011	CHEVROLET	2500 CREW CAB	1GC1KVCG1BF156536		$26,000	007912	$196					$196
283	2007	CHEVROLET	1500 XCAB	1GCEC19047Z588013			007912	$196					$196
294	2002	CHEVROLET	2500 VAN	1GCFG25MX21234124			648100	$196					$196
300	2011	CHEVROLET	1500 XCAB	1GCRCPE00BZ287306		$25,000	007912	$196					$196
302	2012	CHEVROLET	1500	1GCRCPE06CZ211154		$26,000	007912	$196					$196
303	2011	CHEVROLET	1500 XCAB	1GCRCPE08BZ291670		$25,000	007912	$196					$196
304	2013	CHEVROLET	1500	1GCRCPEA1DZ281414		$40,000	007912	$196	$113	$75			$384
305	2013	CHEVROLET	1500	1GCRCPEA4DZ282699		$40,000	007912	$196	$113	$75			$384
306	2013	CHEVROLET	1500	1GCRCPEA4DZ282816		$40,000	007912	$196	$113	$75			$384
307	2013	CHEVROLET	1500	1GCRCPEAXDZ281413		$40,000	007912	$196	$113	$75			$384
308	2012	CHEVROLET	1500	1GCRCREA6CZ217539		$26,000	007912	$196					$196
317	2013	CHEVROLET	TAHOE	1GNLC2E00DR260576		$50,000	007912	$196	$152	$113		X	$461
318	2013	CHEVROLET	TAHOE	1GNLC2E00DR262361		$50,000	007912	$196	$152	$113		X	$461
319	2014	CHEVROLET	TAHOE	1GNLC2E00ER213534		$37,093	007912	$196	$113	$75		X	$384
320	2014	CHEVROLET	TAHOE	1GNLC2E00ER213758		$32,740	007912	$196	$113	$75		X	$384
326	2014	CHEVROLET	TAHOE	1GNLC2E01ER212179		$37,093	007912	$196	$113	$75		X	$384
327	2014	CHEVROLET	TAHOE	1GNLC2E01ER212201		$31,452	007912	$196	$113	$75		X	$384
328	2014	CHEVROLET	TAHOE	1GNLC2E01ER212795		$39,093	007912	$196	$113	$75		X	$384
329	2014	CHEVROLET	TAHOE	1GNLC2E01ER213834		$37,093	007912	$196	$113	$75		X	$384
330	2014	CHEVROLET	TAHOE	1GNLC2E01ER215776		$37,093	007912	$196	$113	$75		X	$384
333	2013	CHEVROLET	TAHOE	1GNLC2E02DR262314		$50,000	007912	$196	$152	$113		X	$461
334	2013	CHEVROLET	TAHOE	1GNLC2E02DR262345		$50,000	007912	$196	$152	$113		X	$461
335	2014	CHEVROLET	TAHOE	1GNLC2E02ER148489		$45,620	007912	$196	$113	$75		X	$384

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
337	2014	CHEVROLET	TAHOE	1GNLC2E02ER210716		$37,093	007912	$196	$113	$75		X	$384
338	2014	CHEVROLET	TAHOE	1GNLC2E02ER213566		$37,093	007912	$196	$113	$75		X	$384
342	2013	CHEVROLET	TAHOE	1GNLC2E03DR261611		$50,000	007912	$196	$152	$113		X	$461
343	2014	CHEVROLET	TAHOE	1GNLC2E03ER213611		$37,093	007912	$196	$113	$75		X	$384
344	2014	CHEVROLET	TAHOE	1GNLC2E03ER214354		$37,093	007912	$196	$113	$75		X	$384
349	2013	CHEVROLET	TAHOE	1GNLC2E04DR259558		$50,000	007912	$196	$152	$113			$461
353	2013	CHEVROLET	TAHOE	1GNLC2E05DR260315		$50,000	007912	$196	$152	$113		X	$461
354	2013	CHEVROLET	TAHOE	1GNLC2E05DR260332		$50,000	007912	$196	$152	$113		X	$461
355	2013	CHEVROLET	TAHOE	1GNLC2E05DR261318		$50,000	007912	$196	$152	$113		X	$461
358	2014	CHEVROLET	TAHOE	1GNLC2E05ER210788		$37,093	007912	$196	$113	$75		X	$384
359	2014	CHEVROLET	TAHOE	1GNLC2E05ER213528		$37,093	007912	$196	$113	$75		X	$384
360	2012	CHEVROLET	TAHOE	1GNLC2E06CR238564		$42,000	007912	$196					$196
361	2013	CHEVROLET	TAHOE	1GNLC2E06DR261330		$50,000	007912	$196	$152	$113		X	$461
364	2014	CHEVROLET	TAHOE	1GNLC2E06ER212159		$37,093	007912	$196	$113	$75		X	$384
365	2014	CHEVROLET	TAHOE	1GNLC2E06ER215949		$37,093	007912	$196	$113	$75		X	$384
366	2014	CHEVROLET	TAHOE	1GNLC2E06ER216096		$32,375	007912	$196	$113	$75		X	$384
367	2014	CHEVROLET	TAHOE	1GNLC2E07ER210629		$37,093	007912	$196	$113	$75		X	$384
368	2014	CHEVROLET	TAHOE	1GNLC2E07ER212221		$37,093	007912	$196	$113	$75		X	$384
369	2014	CHEVROLET	TAHOE	1GNLC2E07ER214096		$37,093	007912	$196	$113	$75		X	$384
370	2014	CHEVROLET	TAHOE	1GNLC2E07ER214955		$37,284	007912	$196	$113	$75		X	$384
376	2013	CHEVROLET	TAHOE	1GNLC2E08DR261538		$50,000	007912	$196	$152	$113		X	$461
377	2013	CHEVROLET	TAHOE	1GNLC2E08DR262351		$50,000	007912	$196	$152	$113		X	$461
378	2013	CHEVROLET	TAHOE	1GNLC2E08DR262690		$50,000	007912	$196	$152	$113		X	$461
380	2014	CHEVROLET	TAHOE	1GNLC2E08ER210834		$37,093	007912	$196	$113	$75		X	$384
382	2014	CHEVROLET	TAHOE	1GNLC2E08ER214771		$37,093	007912	$196	$113	$75		X	$384
383	2014	CHEVROLET	TAHOE	1GNLC2E08ER214964		$50,000	007912	$196	$152	$113		X	$461
387	2014	CHEVROLET	TAHOE	1GNLC2E09ER210860		$37,093	007912	$196	$113	$75		X	$384
388	2014	CHEVROLET	TAHOE	1GNLC2E09ER214343		$30,924	007912	$196	$113	$75		X	$384
389	2014	CHEVROLET	TAHOE	1GNLC2E09ER214410		$32,131	007912	$196	$113	$75		X	$384
390	2014	CHEVROLET	TAHOE	1GNLC2E09ER215931		$37,093	007912	$196	$113	$75		X	$384
395	2014	CHEVROLET	TAHOE	1GNLC2E0XER210642		$37,093	007912	$196	$113	$75		X	$384
397	2014	CHEVROLET	TAHOE	1GNLC2E0XER214738		$31,052	007912	$196	$113	$75		X	$384
398	2015	CHEVROLET	TAHOE	1GNLC2EC0FR625349	1218167	$42,662	007912	$196	$129	$83		X	$408
399	2015	CHEVROLET	TAHOE	1GNLC2EC1FR624940	1218195	$42,662	007912	$196	$129	$83		X	$408
401	2015	CHEVROLET	TAHOE	1GNLC2EC3FR623398	1218196	$42,662	007912	$196	$129	$83		X	$408
402	2015	CHEVROLET	TAHOE	1GNLC2EC3FR626379		$37,489	007912	$196	$129	$83		X	$408
405	2015	CHEVROLET	TAHOE	1GNLC2EC4FR546458	1218288	$36,800	007912	$196	$129	$83		X	$408

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
406	2015	CHEVROLET	TAHOE	1GNLC2EC4FR623569	FZW0138	$37,489	007912	$196	$129	$83		X	$408
407	2015	CHEVROLET	TAHOE	1GNLC2EC4FR623586	1218291	$42,662	007912	$196	$129	$83		X	$408
408	2015	CHEVROLET	TAHOE	1GNLC2EC4FR627041	FZW0139	$37,419	007912	$196	$129	$83		X	$408
411	2015	CHEVROLET	TAHOE	1GNLC2EC6FR626358	1218168	$42,662	007912	$196	$129	$83		X	$408
412	2015	CHEVROLET	TAHOE	1GNLC2EC7FR624909	1218290	$42,662	007912	$196	$129	$83		X	$408
413	2015	CHEVROLET	TAHOE	1GNLC2EC7FR627941	1218289	$42,662	007912	$196	$129	$83		X	$408
417	2015	CHEVROLET	TAHOE	1GNLC2ECXFR623818	1218166	$42,662	007912	$196	$129	$83		X	$408
430	2015	OTHER	MOTORCYCLE	1HD1FMM13FB626067		$20,046	007942	$65	$39	$33		X	$137
433	2015	HARLEY DAVIDSON	FLHTP MOTORCYCLE	1HD1FMM17FB626119		$23,587	007942	$65	$39	$33			$137
434	2015	OTHER	MOTORCYCLE	1HD1FMM17FB628257		$20,046	007942	$65	$39	$33		X	$137
437	2015	OTHER	MOTORCYCLE	1HD1FMM19FB626185		$20,046	007942	$65	$39	$33		X	$137
496	1994	OTHER	TW141M	1WC200F13R2024008			684990	$65					$65
503	2006	FORD	MUSTANG	1ZVFT80N965172953			007911	$261					$261
506	2007	DODGE	CHARGER	2B3KA43G27H714581			007911	$261					$261
509	2007	DODGE	CHARGER	2B3KA43G67H714583			007911	$261					$261
510	2008	DODGE	CHARGER	2B3KA43G68H199201			007911	$261					$261
518	2009	DODGE	CHARGER	2B3KA43V19H578445			007911	$261					$261
521	2009	DODGE	CHARGER	2B3KA43V49H578441			007911	$261					$261
523	2009	DODGE	CHARGER	2B3KA43V89H578443			007911	$261					$261
524	2009	DODGE	CHARGER	2B3KA43VX9H578444			007911	$261					$261
527	2008	DODGE	CHARGER	2B3LA43H18H185851			007911	$261					$261
537	2011	FORD	CROWN VICTORIA	2FABP7BV2BX107857		$30,000	007911	$261					$261
538	2011	FORD	CROWN VICTORIA	2FABP7BV2BX137666		$30,000	007911	$261					$261
545	2011	FORD	CROWN VICTORIA	2FABP7BV4BX182446		$30,000	007911	$261					$261
546	2011	FORD	CROWN VICTORIA	2FABP7BV4BX182480		$30,000	007911	$261					$261
558	2011	FORD	CROWN VICTORIA	2FABP7BV7BX182442		$30,000	007911	$261					$261
559	2011	FORD	CROWN VICTORIA	2FABP7BV8BX137669		$30,000	007911	$261					$261
597	2007	FORD	CROWN VICTORIA	2FAFP71W67X105533			007911	$261					$261
627	2014	CHEVROLET	IMPALA	2G1WA5E30E1145521		$19,445	007911	$261	$68	$45		X	$374
628	2014	CHEVROLET	IMPALA	2G1WA5E31E1145785		$19,445	007911	$261	$68	$45		X	$374
629	2015	CHEVROLET	IMPALA	2G1WA5E32F1129919		$18,207	007911	$261	$77	$50		X	$388
630	2014	CHEVROLET	IMPALA	2G1WA5E35E1144543		$19,445	007911	$261	$68	$45		X	$374
631	2014	CHEVROLET	IMPALA	2G1WA5E38E1145704		$19,445	007911	$261	$68	$45		X	$374
633	2014	CHEVROLET	IMPALA	2G1WA5E3XE1145915		$19,445	007911	$261	$68	$45		X	$374
641	2004	CHEVROLET	IMPALA	2G1WF52K849307456			007911	$261					$261
644	2013	CHEVROLET	IMPALA	2G1WF5E31D1216824		$40,000	007911	$261					$261

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
645	2006	CHEVROLET	IMPALA	2G1WS551869420454			007911	$261					$261
654	2011	CHEVROLET	1500	3GCPCPE00BG210975		$25,000	007912	$196					$196
655	2011	CHEVROLET	1500	3GCPCPE08BG265626			007912	$196					$196
656	2011	CHEVROLET	1500	3GCPCPE09BG210201		$25,000	007912	$196					$196
657	2012	CHEVROLET	1500	3GCPCSE01CG218507		$26,000	007912	$196					$196
661	2001	PACE AMERICAN	WS612SHD	47ZFB12171X015575			684990	$65					$65
662	2003	OTHER	BRUSH BUSTER	49TSG162831061439			684990	$65					$65
663	2002	OTHER	TRAILER	4D6EB12142C004123			684990	$65					$65
664	2004	OTHER	TRAILER	4D6EB12144C006571			684990	$65					$65
689	2007	TOYOTA	AVALON	5TEKU72N07Z387867			007911	$261					$261
691	2012	OTHER	CHEYENNE CLASSIC	5VNBU1228CT101222		$4,000	684990	$65					$65
695	2008	TOYOTA	HIGHLANDER	JTEDS42A482065485			007912	$196					$196
707	2015	FORD	EXPLORER	1FM5K7B83FGB75415		$24,675	007912	$196	$77	$50		X	$323
708	2009	FORD	SPORT TRAC	1FMEU33E19UA20049			007912	$196					$196
714	2014	CHEVROLET	TAHOE	1GNLC2E00ER210164		$37,093	007912	$196	$113	$75		X	$384
715	2014	CHEVROLET	TAHOE	1GNLC2E02ER216533		$37,093	007912	$196	$113	$75		X	$384
716	2014	CHEVROLET	TAHOE	1GNLC2E06ER210671		$37,093	007912	$196	$113	$75		X	$384
717	2014	CHEVROLET	TAHOE	1GNLC2E09ER213516		$37,093	007912	$196	$113	$75		X	$384
718	2015	CHEVROLET	TAHOE	1GNLC2EC7FR623727		$37,419	007912	$196	$129	$83		X	$408
719	2015	CHEVROLET	TAHOE	1GNLC2EC7FR627910		$42,662	007912	$196	$129	$83		X	$408
720	2015	CHEVROLET	TAHOE	1GNLC2EC9FR624961		$37,419	007912	$196	$129	$83		X	$408
721	2015	CHEVROLET	TAHOE	1GNLC2ECXFR623740		$42,662	007912	$196	$129	$83		X	$408
724	2015	DODGE	CHARGERS	2C3CDXAT9FH748404		$24,850	007911	$261	$77	$50			$388
731	2008	HONDA	RIDGELINE	2HJYK16278H539018			007912	$196					$196
732	2015	DODGE	1500 PICKUP TRUC	3C6RR6KT3FG584820		$23,990	007912	$196	$77	$50			$323
733	2015	DODGE	1500 PICKUP TRUCK	3C6RR6KT7FG584819		$21,590	007912	$196	$77	$50		X	$323
737	2015	CHEVROLET	TAHOE	1GNLC2EC2FR626616		$42,650	007912	$196	$129	$83		X	$408
738	2015	CHEVROLET	TAHOE	1GNLC2EC7FR623419		$37,260	007912	$196	$129	$83		X	$408
739	2015	CHEVROLET	TAHOE	1GNLC2EC3FR626642		$43,316	007912	$196	$129	$83		X	$408
740	2015	CHEVROLET	1500 PICKUP TRUCK	3GCPCPEC0FG345745		$27,858	007912	$196	$129	$83		X	$408
745	2016	CHEVROLET	2500 PICKUP TRUCK	1GC1KUEG4FF616527		$36,813	007912	$196	$145	$113		X	$454
752	2014	CHEVROLET	LARK TRAILER	571BE2026EM003302		$5,536	684990	$65					$65
787	2015	JEEP	CHEROKEE	1C4RJEAG7FC231224		$27,930	007912	$196	$129	$83		X	$408
795	2016	CHEVROLET	TAHOE	1GNLCDEC5GR337730		$33,322	007912	$196	$145	$113		X	$454
796	2016	DODGE	RAM 1500 PICKUP TRUCK	1C6RR6FT4GS293036		$21,293	007912	$196	$87	$68			$351
797	2016	DODGE	RAM 1500 PICKUP TRUCK	1C6RR7XT7GS291690		$29,851	007912	$196	$145	$113			$454
802	2016	CHEVROLET	IMPALA	2G1WD5E30G1159090		$18,856	007911	$261	$87	$68		X	$416

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
803	2016	CHEVROLET	TAHOE	1GNLCDEC6GR301898		$33,095	007912	$196	$145	$113		X	$454
804	2016	CHEVROLET	TAHOE	1GNLCDEC2GR307259		$33,095	007912	$196	$145	$113		X	$454
805	2016	CHEVROLET	TAHOE	1GNLCDEC1GR307530		$33,095	007912	$196	$145	$113		X	$454
806	2016	CHEVROLET	TAHOE	1GNLCDEC2GR304491		$33,095	007912	$196	$145	$113		X	$454
807	2016	CHEVROLET	TAHOE	1GNLCDEC0GR303632		$33,095	007912	$196	$145	$113		X	$454
810	2016	CHEVROLET	TAHOE	1GNLCDEC6GR304896		$33,095	007912	$196	$145	$113		X	$454
811	2016	CHEVROLET	TAHOE	1GNLCDEC1GR302926		$33,095	007912	$196	$145	$113		X	$454
812	2016	CHEVROLET	TAHOE	1GNLCDEC0GR306711		$33,095	007912	$196	$145	$113		X	$454
813	2016	CHEVROLET	TAHOE	1GNLCDEC4GR302953		$44,890	007912	$196	$145	$113		X	$454
814	2016	CHEVROLET	TAHOE	1GNLCDEC0GR302416		$33,095	007912	$196	$145	$113		X	$454
816	2016	HARLEY DAVIDSON	MOTOR CYCLE	1HD1FMM19GB656482		$19,518	007942	$65	$43	$45		X	$154
817	2016	HARLEY DAVIDSON	MOTORCYCLE	1HD1FMM1XGB656040		$19,518	007942	$65	$43	$45		X	$154
818	2016	HARLEY DAVIDSON	MOTORCYCLE	1HD1FMM14GB656082		$19,518	007942	$65	$43	$45		X	$154
819	2016	CHEVROLET	TAHOE	1GNLCDEC5GR306302		$33,095	007912	$196	$145	$113		X	$454
820	2016	CHEVROLET	TAHOE	1GNLCDECXGR306005		$33,095	007912	$196	$145	$113		X	$454
821	2016	CHEVROLET	TAHOE	1GNLCDEC4GR304301		$33,095	007912	$196	$145	$113		X	$454
822	2016	CHEVROLET	TAHOE	1GNLCDEC9GR305203		$33,095	007912	$196	$145	$113		X	$454
823	2016	CHEVROLET	TAHOE	1GNLCDEC3GR303818		$33,095	007912	$196	$145	$113		X	$454
824	2016	CHEVROLET	TAHOE	1GNLCDEC1GR306734		$33,095	007912	$196	$145	$113		X	$454
825	2016	CHEVROLET	TAHOE	1GNLCDEC0GR308216		$33,095	007912	$196	$145	$113		X	$454
826	2016	CHEVROLET	TAHOE	1GNLCDEC9GR419184		$39,685	007912	$196	$145	$113		X	$454
827	2016	CHEVROLET	TAHOE	1GNLCDEC1GR301825		$33,095	007912	$196	$145	$113		X	$454
828	2016	CHEVROLET	TAHOE	1GNLCDEC6GR306602		$33,095	007912	$196	$145	$113		X	$454
829	2016	CHEVROLET	TAHOE	1GNLCDEC9GR306397		$33,095	007912	$196	$145	$113		X	$454
839	2000	OTHER	BRAGG TRAILER	TR198629			684990	$65					$65
841	2016	CHEVROLET	TAHOE	1GNLCDEC3GR303026		$33,095	007912	$196	$145	$113		X	$454
842	2017	FORD	EXPLORER	1FM5K8AR4HGA44254		$39,643	007912	$196	$161	$151		X	$508
843	2016	CHEVROLET	SILVERADO	1GCRCNECXGZ369484		$26,213	007912	$196	$145	$113			$454
844	2016	FORD	EXPLORER	1FM5K8AR7GGC61540		$29,265	007912	$196	$145	$113		X	$454
855	2017	OTHER	CONTINENTAL TRAILER	5NHUVH627HY027894		$5,811	684990	$65	$48	$60			$174
857	2017	FORD	F250 PICKUP TRUCK	1FT7W2B65HEB19526		$36,872	007912	$196	$161	$151		X	$508
858	2016	CHEVROLET	SILVERADO 1500	3GCPCNEC9GG225366		$27,929	007912	$196	$145	$113			$454
859	2017	CHEVROLET	TAHOE	1GNLCDEC2HR192177		$30,870	007912	$196	$161	$151		X	$508

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
871	2017	CHEVROLET	1500 TRUCK	3GCPCNEC4HG274024		$27,210	007912	$196	$161	$151			$508
884	2017	FORD	TAURUS	1FAHP2MK7HG108940		$41,704	007911	$261	$161	$151		X	$573
885	2017	CHEVROLET	TAHOE	1GNLCDEC7HR225352		$51,548	007912	$196	$217	$226		X	$640
886	2017	CHEVROLET	TAHOE	1GNLCDEC1HR228313		$51,548	007912	$196	$217	$226		X	$640
895	2017	CHEVROLET	TAHOE	1GNLCDEC7HR229790		$55,788	007912	$196	$217	$226		X	$640
896	2017	CHEVROLET	TAHOE	1GNLCDEC7HR230535		$55,788	007912	$196	$217	$226		X	$640
897	2017	CHEVROLET	TAHOE	1GNLCDEC9HR235266		$55,788	007912	$196	$217	$226		X	$640
898	2017	CHEVROLET	TAHOE	1GNLCDEC3HR233982		$55,788	007912	$196	$217	$226		X	$640
899	2017	CHEVROLET	TAHOE	1GNLCDECXHR236569		$55,788	007912	$196	$217	$226		X	$640
900	2017	CHEVROLET	TAHOE	1GNLCDEC5HR231358		$55,788	007912	$196	$217	$226		X	$640
901	2017	CHEVROLET	TAHOE	1GNLCDEC7HR301572		$41,888	007912	$196	$161	$151		X	$508
904	2017	CHEVROLET	TAHOE	1GNLCDEC3HR227082		$55,667	007912	$196	$217	$226		X	$640
905	2017	CHEVROLET	TAHOE	1GNLCDEC8HR231824		$55,667	007912	$196	$217	$226		X	$640
906	2017	CHEVROLET	TAHOE	1GNLCDEC7HR227117		$55,667	007912	$196	$217	$226		X	$640
907	2017	CHEVROLET	TAHOE	1GNLCDEC1HR236749		$55,667	007912	$196	$217	$226		X	$640
910	2017	CHEVROLET	TAHOE	1GNLCDEC9HR226146		$55,667	007912	$196	$217	$226		X	$640
911	2017	CHEVROLET	TAHOE	1GNLCDEC2HR231348		$55,667	007912	$196	$217	$226		X	$640
912	2017	CHEVROLET	TAHOE	1GNLCDECXHR234580		$55,667	007912	$196	$217	$226		X	$640
913	2017	CHEVROLET	TAHOE	1GNLCDEC8HR227238		$55,667	007912	$196	$217	$226		X	$640
918	2017	CATERPILLAR	IMPALA	2G11Z5S30H9130384		$38,659	007911	$261	$161	$151		X	$573
919	2006	FORD	F250	1FTSX21536ED10245		$28,075	007912	$196					$196
920	2016	CHEVROLET	TAHOE	1GNLCDEC0GR303615		$43,095	007912	$196	$145	$113		X	$454
921	2016	CHEVROLET	TAHOE	1GNLCDEC8GR303765		$43,095	007912	$196	$145	$113		X	$454
922	2016	CHEVROLET	TAHOE	1GNLCDEC2GR301994		$43,095	007912	$196	$145	$113		X	$454
923	2016	CHEVROLET	TAHOE	1GNLCDEC9GR301295		$43,095	007912	$196	$145	$113		X	$454
924	2016	DODGE	DURANGO	1C4SDJFT7GC323684		$39,186	007912	$196	$145	$113			$454
925	2016	DODGE	RAM	1C6RR6FT6GS293037		$30,848	007912	$196	$145	$113			$454
926	2016	DODGE	DURANGO	1C4RDHFG5GC369881		$39,186	007912	$196	$145	$113			$454
927	2017	CHEVROLET	TAHOE	1GNLCDEC9HR229015		$55,788	007912	$196	$217	$226		X	$640
928	2017	CHEVROLET	TAHOE	1GNLCDEC9HR225997		$55,788	007912	$196	$217	$226		X	$640
929	2017	CHEVROLET	TAHOE	1GNLCDEC7HR235881		$55,788	007912	$196	$217	$226		X	$640
930	2017	CHEVROLET	TAHOE	1GNLCDEC8HR233959		$55,788	007912	$196	$217	$226		X	$640
931	2017	CHEVROLET	TAHOE	1GNLCDEC6HR235869		$55,788	007912	$196	$217	$226		X	$640
932	2017	CHEVROLET	TAHOE	1GNLCDEC3HR233710		$55,788	007912	$196	$217	$226		X	$640
933	2017	CHEVROLET	TAHOE	1GNLCDEC7HR233029		$55,788	007912	$196	$217	$226		X	$640
934	2017	CHEVROLET	TAHOE	1GNLCDEC2HR233195		$55,788	007912	$196	$217	$226		X	$640
935	2017	CHEVROLET	TAHOE	1GNLCDEC7HR266046		$55,788	007912	$196	$217	$226		X	$640

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
936	2017	CHEVROLET	TAHOE	1GNLCDECXHR225409		$55,788	007912	$196	$217	$226		X	$640
950	2017	OTHER	WANCO WSDT3-S	5F15S0919H1001874		$42,840	684990	$65	$80	$101			$246
955	2013	NISSAN	X-TRAIL	JN1AT18T3DW102639		$14,653	007912	$196	$68	$45			$309
958	2017	DODGE	CHARGER	2C3CDXAT2HH650737		$28,420	007911	$261	$161	$151		X	$573
959	2017	DODGE	CHARGER	2C3CDXAT0HH650736		$28,420	007911	$261	$161	$151		X	$573
981	2018	CHEVROLET	TAHOE	1GNLCDEC7JR214891		$42,760	007912	$196	$161	$151		X	$508
982	2018	CHEVROLET	TAHOE	1GC1KUEG5JF170249		$43,570	007912	$196	$161	$151		X	$508
983	2018	CHEVROLET	TAHOE	1GNLCDEC0JR213758		$42,760	007912	$196	$161	$151		X	$508
991	2018	CHEVROLET	EXP 3500 VAN	1GCZGGFG5J1188817		$30,810	007912	$196	$161	$151			$508
994	2018	CHEVROLET	EXP 3500 VAN	1GCZGGFG7J1190228		$31,010	007912	$196	$161	$151			$508
996	2018	OTHER	TOPHAT MP16X77EC TRAILER	4R7BU1627JT173710		$2,425	684990	$65					$65
1011	2018	DODGE	CHARGER	2C3CDXAT1JH221367		$46,220	007911	$261	$161	$151		X	$573
1012	2018	DODGE	CHARGER	2C3CDXAT6JH221364		$46,156	007911	$261	$161	$151		X	$573
1013	2018	CHEVROLET	SILVERADO 2500	1GC1KUEGXJF261078		$42,385	007912	$196	$161	$151		X	$508
1014	2018	DODGE	CHARGER	2C3CDXATXJH221366		$46,220	007911	$261	$161	$151		X	$573
1015	2018	DODGE	CHARGER	2C3CDXAT1JH221370		$46,220	007911	$261	$161	$151		X	$573
1016	2018	CHEVROLET	SILVERADO 2500	2C3CDXAT8JH221365		$46,220	007912	$196	$161	$151		X	$508
1024	2018	DODGE	CHARGER	2C3CDXAT5JH221369		$46,220	007911	$261	$161	$151		X	$573
1025	2016	DODGE	RAM 1500	1C6RR6FT8GS293038		$21,293	007912	$196	$87	$68		X	$351
1040	2018	CHEVROLET	TAHOE	1GNLCDEC3JR252652		$62,753	007912	$196	$217	$226		X	$640
1041	2018	DODGE	CHARGER	2C3CDXAT4JH221363		$46,220	007911	$261	$161	$151		X	$573
1042	2018	DODGE	CHARGER	2C3CDXAT0JH221361		$46,220	007911	$261	$161	$151		X	$573
1043	2018	CHEVROLET	TAHOE	1GNLCDECXJR253524		$61,069	007912	$196	$217	$226		X	$640
1044	2018	CHEVROLET	TAHOE	1GNLCDEC0JR251913		$61,070	007912	$196	$217	$226		X	$640
1045	2018	CHEVROLET	TAHOE	1GNLCDEC0JR253533		$61,070	007912	$196	$217	$226		X	$640
1046	2018	CHEVROLET	TAHOE	1GNLCDECXJR251885		$61,070	007912	$196	$217	$226		X	$640
104	2018	CHEVROLET	TAHOE	1GNLCDEC5JR251535		$61,070	007912	$196	$217	$226		X	$640

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
7													
1048	2018	CHEVROLET	TAHOE	1GNLCDEC4JR253311		$61,070	007912	$196	$217	$226		X	$640
1049	2018	DODGE	CHARGER	2C3CDXAT2JH221362		$48,745	007911	$261	$161	$151		X	$573
1050	2018	DODGE	CHARGER	2C3CDXAT9JH221360		$48,745	007911	$261	$161	$151		X	$573
1051	2018	CHEVROLET	TAHOE	1GNLCDEC4JR251980		$61,069	007912	$196	$217	$226		X	$640
1052	2018	CHEVROLET	TAHOE	1GNLCDEC9JR253952		$61,069	007912	$196	$217	$226		X	$640
Department: Sheriff								**Total Number of Vehicles: 255**					**$102,402**
9	2013	OTHER	20XPT	112H8V345DL078126		$21,922	684990	$65					$65
11	2012	OTHER	LA7712	13ZLA1224C1001787			684990	$65					$65
17	2001	OTHER	NURSE TANK	1A9TS14251K347018			214990	$163					$163
21	2010	OTHER	230 DHR	1C92M152XAM119160			684990	$65					$65
33	2003	OTHER	PRTN55ETD3-PS	1E92824473E111081			684990	$65					$65
34	1997	OTHER	UTILITY TRAILER	1E9FU1622UE162010			684990	$65					$65
49	2014	FORD	E350	1FBSS3BL1EDA71563		$26,179	014990	$131	$56	$50			$237
51	2012	FORD	F450	1FD0W4GYXCEB23518		$45,000	214990	$163	$56	$50			$270
52	2009	FORD	F450	1FDAF46Y69EA28453			014990	$131					$131
61	2014	FORD	F350 RCAB	1FDBF3A68EEB47295		$31,763	014990	$131	$56	$50			$237
62	2013	FORD	F350	1FDBF3E63DEA99293		$30,513	014990	$131	$56	$50			$237
63	2015	FORD	F350 PICKUP TRUCK	1FDBF3E69FEC56134		$32,626	014990	$131	$64	$55			$250
66	2014	FORD	F350	1FDRF3G62EEB47296		$49,882	014990	$131	$56	$50			$237
95	2011	FORD	F550	1FDUF5GY6BEB75900		$40,000	214990	$163					$163
101	2003	FORD	F450	1FDXF46PX3EB99408			214990	$163					$163
137	2015	FORD	F250 PICKUP TRUCK	1FT7W2A60FEC56033		$27,478	014990	$131	$64	$55			$250
138	2015	FORD	F250 CREW CAB	1FT7W2A62FEC56034		$26,119	014990	$131	$64	$55			$250
141	2014	FORD	F250 CLUB	1FT7W2B63EEB47191		$26,162	014990	$131	$56	$50			$237
143	2014	FORD	F250 RCAB	1FTBF2A60EEB47189		$20,245	014990	$131	$34	$30			$195
144	2015	FORD	PICKUP TRUCK	1FTBF2A60FEC46693		$23,260	014990	$131	$39	$33			$202
145	2013	FORD	F250 RCAB	1FTBF2A61DEA99247		$20,075	014990	$131	$34	$30			$195
146	2015	FORD	F250 PICKUP TRUCK	1FTBF2A62FEC46694		$23,587	014990	$131	$39	$33			$202
148	2015	FORD	PICKUP TRUCK	1FTBF2A65FEC46690		$23,260	014990	$131	$39	$33			$202
149	2014	FORD	F250 RCAB	1FTBF2A67EEB47187		$24,575	014990	$131	$34	$30			$195
150	2014	FORD	F250 RCAB	1FTBF2A67EEB47190		$20,916	014990	$131	$34	$30			$195
151	2015	FORD	F250 RCAB	1FTBF2A67FEC46688		$24,728	014990	$131	$39	$33			$202
152	2015	FORD	PICKUP TRUCK	1FTBF2A67FEC46691		$23,260	014990	$131	$39	$33			$202

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
153	2014	FORD	F250 RCAB	1FTBF2A69EEB47188		$22,484	014990	$131	$34	$30			$195
154	2015	FORD	F250 RCAB	1FTBF2A69FEC46689		$24,513	014990	$131	$39	$33			$202
155	2015	FORD	PICKUP TRUCK	1FTBF2A69FEC46692		$23,412	014990	$131	$39	$33			$202
156	2015	FORD	PICKUP TRUCK	1FTEW1CF3FFA60743		$27,546	014990	$131	$64	$55			$250
157	2015	FORD	F150 PICKUP TRUCK	1FTEX1CF4FFA90296		$25,391	014990	$131	$64	$55			$250
159	2014	FORD	F150 CREW CAB	1FTFW1CF2EKD94305		$24,991	014990	$131	$34	$30			$195
160	2014	FORD	F150 CREW CAB	1FTFW1CF6EKD82948		$25,948	014990	$131	$56	$50			$237
163	2013	FORD	F150 XCAB	1FTFX1CF8DKE52395		$25,000	014990	$131	$56	$50			$237
171	2009	FORD	F250 RCAB	1FTNF20519EA24058		$17,127	014990	$131					$131
174	2009	FORD	F250 RCAB	1FTNF20539EA24059		$17,127	014990	$131					$131
183	2009	FORD	F250 RCAB	1FTNF205X9EA24057		$17,127	014990	$131					$131
186	2010	FORD	F250 RCAB	1FTNF2A53AEA90114		$25,000	014990	$131					$131
187	2010	FORD	F250 RCAB	1FTNF2A5XAEA90112		$25,000	014990	$131					$131
199	2007	FORD	F150 XCAB	1FTRX12W37FB00353			014990	$131					$131
208	2008	FORD	F150 XCAB	1FTRX12WX8KC73716			014990	$131					$131
219	2005	FORD	F350 RCAB	1FTWF32P75EC28785			014990	$131					$131
225	2003	FREIGHTLINER	FL70 4X2	1FVABUAK13DM10362			214990	$163					$163
227	2003	FREIGHTLINER	FL70 4X2	1FVABUAK53DM10364			214990	$163					$163
228	2003	FREIGHTLINER	FL70 4X2	1FVABUAK93DM10366			214990	$163					$163
229	2011	FREIGHTLINER	M2	1FVAC2BS2BDBC5294		$45,000	214990	$163	$56	$50			$270
231	2013	FREIGHTLINER	108SD	1FVAG0BS2DHFA8995		$161,671	214990	$163	$177	$176			$517
232	2014	FREIGHTLINER	108SD	1FVAG0DT8EHFT0043		$160,488	214990	$163	$177	$176			$517
233	2014	FREIGHTLINER	M2112	1FVHC5DV1EHFM9977		$120,340	214990	$163	$141	$151			$455
234	2014	FREIGHTLINER	M2112	1FVHC5DV3EHFM9978		$120,340	214990	$163	$141	$151			$455
235	2015	FREIGHTLINER	TRACTOR TRUCK	1FVHC5DV7FHGM2178		$19,814	214990	$163	$39	$33			$235
266	2009	CHEVROLET	3500 RCAB	1GBJC74K39F164311			014990	$131					$131
267	2009	CHEVROLET	3500 RCAB	1GBJC74K89F164319			014990	$131					$131
272	2011	CHEVROLET	2500 RCAB	1GC0CVCG0BF171294			014990	$131					$131
276	2012	CHEVROLET	3500 CREW CAB	1GC4CZCG0CF149631		$32,000	014990	$131					$131
277	2012	CHEVROLET	3500 CREW CAB	1GC4CZCG1CF148147		$32,000	014990	$131					$131
278	2012	CHEVROLET	3500 CREW CAB	1GC4CZCG9CF149837		$32,000	014990	$131					$131
310	2002	GMC	8500	1GDP7H1C72J511473			214990	$163					$163
441	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR09J184956			214990	$163					$163
442	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR29J184957			214990	$163					$163
443	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR49J184958			214990	$163					$163
444	2009	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR69J184962			214990	$163					$163
445	2010	INTERNATIONAL	7600 SFA 6X4	1HSWXSHR6AJ277775		$88,219	214990	$163	$104	$113			$381

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
446	2011	INTERNATIONAL	4300	1HTMMAAN4BH364600		$65,000	214990	$163	$76	$75			$315
448	2001	INTERNATIONAL	4700 4X2	1HTSCABN21H404082			214990	$163					$163
450	2002	INTERNATIONAL	4700 4X2	1HTSCABR02H545088			214990	$163					$163
451	2002	INTERNATIONAL	4700 4X2	1HTSCABR02H545091			214990	$163					$163
453	2002	INTERNATIONAL	4700 4X2	1HTSCABR22H545089			214990	$163					$163
455	2001	INTERNATIONAL	4700 4X2	1HTSCABR51H404080			214990	$163					$163
462	2002	INTERNATIONAL	4700 4X2	1HTSCABR92H545087			214990	$163					$163
463	2002	INTERNATIONAL	4700 4X2	1HTSCABR92H545090			214990	$163					$163
465	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR19J184915			214990	$163					$163
466	2005	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR25J179314			214990	$163					$163
467	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR39J184916			214990	$163					$163
469	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAAR59J184917			214990	$163					$163
470	2009	INTERNATIONAL	7400 SFA 6X4	1HTWHAARX9J184914			214990	$163					$163
471	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR28J038712			214990	$163					$163
472	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR28J558408			214990	$163					$163
473	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR48J038713			214990	$163					$163
474	2008	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR48J558409			214990	$163					$163
475	2009	INTERNATIONAL	7300 SBA 4X2	1HTZZAAR99J184901			214990	$163					$163
486	2008	OTHER	SAM	1P91510138G301150			684990	$65					$65
490	2000	OTHER	18X82.5HD	1V5BA182XY1133518			214990	$163					$163
492	1994	OTHER	TRAILER	1V5BA202XR1131254			684990	$65					$65
626	2004	FORD	F150 XCAB	2FTRX17W94CA42331			014990	$131					$131
647	2015	FREIGHTLINER	TRACTOR TRUCK	3AKNGND1XFDGL1674		$128,646	214990	$163	$161	$166			$490
650	2000	FORD	F750	3FDXF75H7YMA54839			014990	$131					$131
651	2004	FORD	F650	3FRNF65JX4V685875			214990	$163					$163
652	2006	FORD	F750	3FRXF75E16V376283			214990	$163					$163
653	1997	FORD	F350 RCAB	3FTHF35H7VMA58922			014990	$131					$131
668	2000	OTHER	BIG TEX TRAILER	4K8PX1826Y1363991		$3,200	684990	$65					$65
669	2003	OTHER	70TV	4K8UX142631E99915			684990	$65					$65
671	2014	OTHER	TRAILER	4R7BU1221ET137412		$1,535	684990	$65	$11	$10			$87
677	2012	OTHER	WTSP	5F11S1016C1000255		$4,000	684990	$65					$65
678	2012	OTHER	WTSP	5F11S1018C1000256		$4,000	684990	$65					$65
679	2012	OTHER	WVTM	5F12S1218C1000257		$4,000	684990	$65					$65
680	2012	OTHER	WANCO WVTM	5F12S121XC1000258		$4,000	684990	$65					$65
681	2013	OTHER	WANCO WTLMB-SLL	5F12S1618D1001162		$14,989	684990	$65					$65
682	2010	OTHER	WSDT-S	5F15S0914A1001142			684990	$65					$65
683	2010	OTHER	WSDT-S	5F15S0916A1001143			684990	$65					$65

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
685	2004	CPS	SBD-240	5MC1116204P004837			684990	$65					$65
686	2008	CPS	LWBD-240	5MC1116278P008194			684990	$65					$65
687	2011	CPS	LWBD-240	5MC114022BP012588			684990	$65					$65
693	2013	OTHER	TRAIL KING TK110SA-483	1TKA04834DM041717		$97,090	684990	$65	$104	$113			$283
711	2012	FREIGHTLINER	M2112	1FUJC5DV4CDBV5741		$96,397	214990	$163	$104	$113			$381
712	2012	FREIGHTLINER	M2112	1FUJC5DV6CDBV5742		$96,329	214990	$163	$104	$113			$381
723	2012	INTERNATIONAL	4300 TRUCK	1HTJTSKN1CJ536666		$188,161	214990	$163	$177	$176			$517
729	1998	INTERNATIONAL	BUS	1HVBBABLXWH581902			648300	$326					$326
730	1998	INTERNATIONAL	3800 TRUCK	1HVBBABM2WH573804			214990	$163					$163
734	1975	OTHER	WILSON TRAILER	0000000TR181077			684990	$65					$65
742	2016	FREIGHTLINER	TRACTOR TRUCK	1FVHC5DV7GHHD1939		$129,737	214990	$163	$181	$226			$571
755	2016	FORD	F250 XCAB PICKUP TRUCK	1FT7X2A63GEA84367		$25,261	014990	$131	$72	$75			$278
756	2016	FORD	F250 XCAB	1FT7X2A65GEA84368		$24,470	014990	$131	$43	$45			$219
757	2016	FORD	F250 XCAB	1FT7X2A61GEA84366		$24,470	014990	$131	$43	$45			$219
758	2016	FORD	F250 XCAB	1FT7X2A6XGEA84365		$24,880	014990	$131	$43	$45			$219
759	2016	FORD	F250 XCAB	1FT7X2A66GEA84363		$24,470	014990	$131	$43	$45			$219
760	2016	FORD	F250 XCAB	1FT7X2A68GEA84364		$24,470	014990	$131	$43	$45			$219
761	2016	FORD	F250 XCAB PICKUP TRUCK	1FT7X2A67GEA84369		$0	014990	$131					$131
763	2007	OTHER	CIMLINE TRAILER	1C92M25267M119200			684990	$65					$65
765	2005	OTHER	PIPEHUNTER TRAILER	1T9P718245P394083			684990	$65					$65
766	2015	ETNYRE	TRACTOR TRUCK	1E9V19773FE111356		$81,412	214990	$163	$119	$125			$407
767	2015	ETNYRE	TRACTOR TRUCK	1E9V19784FE111357		$81,450	214990	$163	$119	$125			$407
776	2016	FORD	F250 PICKUP TRUCK	1FTBF2A67GEB55325		$23,050	014990	$131	$43	$45			$219
777	2016	FORD	F250 PICKUP TRUCK	1FTBF2A69GEB55326		$22,718	014990	$131	$43	$45			$219
778	2016	FORD	F250 PICKUP TRUCK	1FTBF2A60GEB55327		$22,963	014990	$131	$43	$45			$219
788	2016	FORD	F150 PICKUP TRUCK	1FTEX1CF9GKD82132		$24,094	014990	$131	$43	$45			$219
815	2017	FREIGHTLINER	M2106 TRUCL	1FVACXDT7HHJA7147		$96,679	214990	$163	$149	$226			$538
830	2017	FREIGHTLINER	M2112 TRUCK	1FVHC5DV7HHJA2860		$122,352	214990	$163	$201	$302			$666
831	2016	FORD	F450 TRUCK	1FD0W4GT0GEC73289		$55,593	214990	$163	$98	$113			$374
832	2017	FREIGHTLINER	M2 TRUCK	1FVHC5DV0HHJA2859		$123,242	214990	$163	$201	$302			$666
833	2017	FREIGHTLINER	TRACTOR TRUCK	1FVMG3DV5HHJA4288		$259,434	214990	$163	$402	$402			$968
834	2016	OTHER	WANCO SIGN TRAILER	5F12S1210G1006706		$14,357	684990	$65	$43	$45		X	$154
835	2016	OTHER	WANCO TRAILER	5F12S1212G1007114		$14,357	684990	$65	$43	$45		X	$154
836	2016	FORD	F550 TRUCK	1FDUF5GY6GEA50516		$93,193	214990	$163	$134	$170			$467
837	2016	INTERNATIONAL	TRACTOR TRUCK	1HTMMAAN5GH743953		$216,152	214990	$163	$228	$264			$655

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
838	2016	INTERNATIONAL	TRACTRO TRUCK	1FVHC5DV3GHHD1940		$129,349	214990	$163	$181	$226			$571
851	2017	OTHER	CTS	5TU11402XHS000400		$30,636	684990	$65	$80	$101			$246
854	2017	FREIGHTLINER	M2112 DUMP TRUCK	1FVHC5DV2HHJE1758		$122,299	214990	$163	$201	$302			$666
856	2017	FREIGHTLINER	DUMP TRUCK	1FVHC5DV0HHJE1757		$123,094	214990	$163	$201	$302			$666
872	2017	FORD	F150	1FTFX1EF8HKC87046		$28,271	014990	$131	$80	$101			$312
874	2017	FORD	F250	1FTBF2A61HEC81410		$24,403	014990	$131	$48	$60			$239
875	2017	FORD	F150	1FTFX1EF1HKC87048		$28,300	014990	$131	$80	$101			$312
876	2017	FORD	F150	1FTFX1EFXHKC87047		$29,179	014990	$131	$80	$101			$312
877	2017	FORD	F150	1FTEX1CF6HKC87044		$24,372	014990	$131	$48	$60			$239
878	2017	FORD	F250	1FTBF2A63HEC81411		$24,712	014990	$131	$48	$60			$239
879	2017	FORD	F250	1FD7W2A61HEC81375		$33,833	014990	$131	$80	$101			$312
892	2017	INTERNATIONAL	4300 TRUCK	1HTMMAAN6HH744014		$223,304	214990	$163	$254	$352			$769
893	2017	INTERNATIONAL	4300 TRUCK	1HTMMAAN4HH744013		$233,123	214990	$163	$254	$352			$769
894	2017	INTERNATIONAL	4300 TRUCK	1HTMMAAN5HH460969		$233,133	214990	$163	$254	$352			$769
944	2018	FREIGHTLINER	M2106	1FVACXFC4JHJJ7755		$184,621	214990	$163	$254	$352			$769
945	2017	FREIGHTLINER	M2106	3ALACYDTXHDJA3704		$87,658	214990	$163	$149	$226			$538
946	2017	FREIGHTLINER	M2106	3ALACYDT1HDJA3705		$87,354	214990	$163	$149	$226			$538
947	2016	FORD	F350	1FDRF3G60GED00907		$35,462	014990	$131	$72	$75			$278
960	2017	CHEVROLET	3500	1GB3CYCGXHZ291310		$44,444	001303	$131	$80	$101			$312
961	2018	OTHER	PJ TRAILER P8162	4P5P8162XJ1284079		$4,413	684990	$65					$65
962	2018	OTHER	PJ TRAILER P8163	4P5P81622J1282777		$4,503	684990	$65					$65
963	2018	OTHER	PJ TRAILER P8164	4P5P81629J1274482		$4,413	684990	$65					$65
964	2017	OTHER	NORTH AMERICA TRAFFIC RCF 2.4	2F9TSA1AXHP084415		$10,975	684990	$65	$48	$60			$174
965	2017	OTHER	NORTH AMERICA TRAFFIC RCF 2.4	2F9TSA1A1HP084416		$10,975	684990	$65	$48	$60			$174
967	2017	OTHER	NORTH AMERICA TRAFFIC RCF 2.4	2F9TSA1A5HP084418		$11,950	684990	$65	$48	$60			$174
968	2017	OTHER	NORTH AMERICA TRAFFIC	2F9TSA1A3HP084417		$11,950	684990	$65	$48	$60			$174
984	2018	CTS	BDT40 DUMP TRAILER	5TU114020JS000492		$31,973	684990	$65	$80	$101			$246
985	2019	CTS	BDT40 DUMP TRAILER	5TU343223JS000493		$37,584	684990	$65	$80	$101			$246
986	2020	CTS	BDT40 DUMP TRAILER	5TU114029JS000491		$32,062	684990	$65	$80	$101			$246
988	2018	CHEVROLET	1500	3GCUKNEH8JG274826		$29,172	014990	$131	$80	$101			$312
989	2018	CHEVROLET	SILVERADO 2500	1GC0CUEG2JZ202727		$30,125	014990	$131	$80	$101			$312
993	2018	CHEVROLET	1500	1GCVKNEC7JZ233385		$29,939	014990	$131	$80	$101			$312
997	2018	OTHER	EAGER 20XPT	112H8V342JL082341		$30,530	684990	$65	$80	$101			$246
1004	2018	OTHER	INTERSTATE 40TDL TRAILER	1JKTDL40XJM016247		$23,520	684990	$65	$48	$60			$174
1005	2019	FREIGHTLINER	M2112	1FVHC5DV5KHKE6950		$124,312	214990	$163	$201	$302			$666

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
1006	2019	FREIGHTLINER	M2112	1FVHC5DV7KHKE6951		$124,703	214990	$163	$201	$302			$666
1009	2019	FREIGHTLINER	M2106 TRUCK	1FVACYFCXKHKE3234		$88,567	214990	$163	$149	$226			$538
1010	2019	FREIGHTLINER	M2106 TRUCK	1FVACYFC7KHKE3207		$88,844	214990	$163	$149	$226			$538
1017	2018	OTHER	ETNYRE TRAILER RTN55ETD3-PS	1E9324792JE111155		$83,465	684990	$65	$149	$226			$441
1019	2009	OTHER	VERMEER BC100XL	1VRY1119391011813		$23,464	684990	$65					$65
1020	2007	OTHER	VERMEER BC1000XL	1VRY1119471009078		$17,886	684990	$65					$65
1021	2008	OTHER	DURA PATCHER 125DTJ TRAILER	1D9SB17257P441392		$52,761	684990	$65					$65
1022	1997	OTHER	HOBART TITAN 7000	90WS07219		$2,473	684990	$65					$65
1023	2005	OTHER	DURAPATCHER 125DJT	14099		$47,130	684990	$65					$65
1027	2013	OTHER	WANCO WVTM SIGN TRAILER	5F12S1217D1001109		$14,971	684990	$65					$65
1028	2013	OTHER	WANCO WVTM SIGN TRAILER	5F12S1215D1001108		$14,971	684990	$65					$65
1029	2017	FORD	F350 RCAB	1FDRF3G62HEC81374		$36,530	014990	$131					$131
1030	2005	OTHER	WANCO WTSP55-LSA SIGN TRAILER	5F11S101651000209		$13,562	684990	$65					$65
1031	2005	OTHER	WANCO WTSP55-LSA SIGN TRAILER	5F11S101451000211		$13,562	684990	$65					$65
1032	2006	OTHER	WANCO WTLMB-SLL SIGN TRAILER	5F12S161561004202		$13,562	684990	$65					$65
1033	2014	OTHER	MULTIQUIP TRAILER	4GNBM0918DB032686		$8,692	684990	$65					$65
1034	2014	OTHER	MULTIQUIP TRAILER	4GNBM0916DB032685		$7,759	684990	$65					$65
1035	1990	OTHER	LINCOLN SA 250	A-1109256		$4,733	684990	$65					$65
1036	2007	OTHER	DITCH WITCH TRAILER	CMW182HEA70000763		$6,709	684990	$65					$65
1037	2019	FREIGHTLINER	M2106 DUMP TRUCK	3ALACYFC5KDKE3034		$81,932	214990	$163	$149	$226			$538
1038	2019	FREIGHTLINER	M2106 DUMP TRUCK	3ALACYFC3KDKE3033		$82,148	214990	$163	$149	$226			$538
Department: URS								**Total Number of Vehicles: 192**					**$45,605**

Totals	Total Number of Vehicles	Contribution
Auto Liability	736	$116,612
Auto Physical Damage, Collision	453	$64,304
Auto Physical Damage, Comprehensive	453	$56,692

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, but only if using the Auto with the Named Member's permission and the use of the Auto is within the scope of the Named Member's permission:

1. The Named Member.

2. The Named Member's Officials, employees, or Volunteers.

3. 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; except that the following are not Covered Persons:

   a. 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.

b. 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.

c. Anyone other than the Named Member's Officials, employees, or Volunteers, while moving property to or from an Auto.

4. 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 the Named Member or a Covered Person in the course of the 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 the Named Member or a Covered Person in the course of the 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, S.

3. Supplementary Death 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 Section IV, Conditions, U., 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. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

1. This Coverage Document does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or 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.

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.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to 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, regardless of whether such Personal Information is maintained in electronic, paper or any other format; 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.

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, Autos, 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.

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 and assigned 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. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Named Member's rights and indemnity or recovery, against

any individual, firm, corporation, organization, or any other person. The Named Member shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool's pursuit of its subrogation rights. Named Member will do nothing after any claim is made to prejudice the Pool's subrogation 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 or Suit to which the Pool is subrogated against any third party. The Pool may pursue or settle any claim or Suit for its own benefit at its sole discretion.

P. 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.

Q. 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.

R. 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.

S. 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 an 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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 or Suit against the Named Member seeking Damages, even if a claim or Suit 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 or Suit at its sole discretion and without the consent of the Named 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 Named Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Named Member. Claims Expenses shall not be deducted from the Limits of Liability.

2. The Pool shall have no obligation to pay sums the Named 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 or Suit payment, the Pool shall have the right to request the Named 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 or Suit made against the Named Member or Damages sought from the Named Member includes both covered and uncovered matters, the Pool and the Named 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 Named 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 or Suit. In the event the Pool and the Named 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. 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 Named Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a claim or Suit, 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 a Covered Person. 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 claims or Suits, or if there are multiple or competing claims or Suits against one or more Covered Persons , 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 claims or Suits; (2) the Pool's duties to defend any Covered Person from any claims or Suits; and (3) the Pool's liability to pay any amount for Damages with regard to any claim or Suits.

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 or Suit, if incurred by the Pool, except for those fees, costs, and expenses 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 Named Member with the written consent of the Pool, but only as to those fees incurred after receipt by Named 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.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

AUTO PHYSICAL DAMAGE COVERAGE DOCUMENT

AUTOMOBILE PHYSICAL DAMAGE COVERAGE

Words and phrases that appear capitalized 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 period 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; or

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 wear and tear, freezing, mechanical or electrical breakdown.

c. The Pool will not pay for 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 - 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 and assigned 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.

6. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Named Member’s rights and indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Named Member shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool’s pursuit of its subrogation rights. Named Member will do nothing after any claim is made to prejudice the Pool’s subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Named 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.

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 CCD, 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 Czontributions 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 Auto Physical Damage 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 Named 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 Ccope of Named Member's business such as but not limited to laptops, firearms, and medical equipment.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

LAW ENFORCEMENT LIABILITY COVERAGE 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 SECTION II-DEFINITIONS

SECTION 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; and

4. 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.

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, dishonesty, or malicious or criminal act or

omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member not identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act or omission. The Pool has no duty to indemnify any Member for sums the Member becomes legally obligated to pay as Damages if the Member consented to or had knowledge of the fraud, dishonesty, or malicious or criminal acts or omissions. All Claims against a Member identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act or omission subject to Section IV.A.2 for Damages arising from the fraud, dishonesty, or malicious or criminal acts or omissions are specifically excluded from coverage.

8. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION 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, including punitive damages, 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 Section 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.

SECTION 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.

SECTION 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, dishonesty, or malicious or criminal act or omission of any Member who committed, consented to, or had knowledge of the fraud, dishonesty, or

malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution. The Pool will provide a defense under the terms of this Coverage Document in any Claim or lawsuit arising or resulting from fraud or dishonesty or any malicious or criminal act by a Member performing a Law Enforcement Activity, who is not identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act and is sued in his or her official capacity only. This exclusion does not apply to a Claim against a Member that seeks to impose personal liability on the Member for actions he or she takes under color of state law.

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, disbursal, 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. PRIVACY OR SECURITY EVENT 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 Privacy or 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.

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.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to 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, regardless of whether such Personal Information is maintained in electronic, paper or any other format; 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.

SECTION 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.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

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.

SECTION VI - EXTENDED REPORTING PERIOD

A. 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.

B. 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.

C. 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.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. 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.

F. 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.

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 SECTION II-DEFINITIONS

SECTION 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; and

4. 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.

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 act or omission Claim against a Member that is excluded under Section IV.A.7; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member not identified as the perpetrator of the malicious or criminal act or omission. The Pool has no duty to indemnify any Member for sums the Member becomes legally obligated to pay as Damages if the Member consented to or had knowledge of the malicious or criminal acts or omissions. All Claims against a Member identified as the perpetrator of a malicious or criminal act or omission subject to Section IV.A.7 for Damages arising from the acts or omissions are specifically excluded from coverage.

9. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION 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, including punitive damages, 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 Section 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.

SECTION 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. Takings. 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.

SECTION 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, disbursal, 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 act or omission of any Member who committed, consented to, or had knowledge of the malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution. The Pool will provide a defense under the terms of this Coverage Document in any Claim or lawsuit arising or resulting from a malicious or criminal act or omission by a Member for the Named Member and any Member not identified as the perpetrator of the malicious or criminal act or omission and sued in his or her Official Capacity only.

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 Section V, Privacy and Security Liability and Expense Coverage.

SECTION V – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

Terms and definitions below may vary from the terms and definitions set forth in Sections I and II. To the extent terms and definitions between Sections I and II and this Section V conflict, for purposes of a Privacy or Security Event, the terms and definitions under Section V control. Coverage under this Section is only available for a Privacy or Security Event occurring on or after the Retroactive Date.

A. PRIVACY OR SECURITY EVENT 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 Privacy or 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 Privacy or 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 Section V. 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 , Privacy Response Expenses, and PCI-DSS Assessments.

b. This coverage applies only if:

i. The Privacy or 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 Privacy or Security Event is first made against the Member during the Coverage Period or any Extended Reporting Period provided under Section VII; and

iii. The Member gives written notice of the Claim to the Pool in accordance with Section V.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 Privacy or 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 V.D.

b. This coverage applies only if:

i. The Privacy or 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 Privacy or Security Event to the Pool in accordance with Section V.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 Privacy or 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 Privacy or 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 V.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 Privacy or Security Event commenced on or after the Retroactive Date and before the end of the Coverage Period;

ii. A Regulatory Proceeding because of the Privacy or Security Event is initiated against the Member during the Coverage Period or any Extended Reporting Period Provided under Section VII; and

iii. The Member gives written notice of the Regulatory Proceeding to the Pool in accordance with Section V.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.

4. PCI-DSS Assessments

a. The Pool will pay for PCI-DSS Assessments for which a Covered Person is liable if the PCI-DSS Assessments are due to noncompliance by the Covered Person with PCI Data Security Standards and the noncompliance resulted in a Privacy or Security Event.

But: The amount the Pool will pay for PCI-DSS Assessments is limited as described in Section V.D.

b. This coverage applies only if:

i. The Privacy or Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;

ii. A Claim for PCI-DSS Assessments is first made against the Covered Person during the Coverage Period or any Extended Reporting Period provided under Section VII; and

iii. The Named Member gives written notice of the Privacy or Security Event to the Pool in accordance with Section V.E.

B. DEFINITIONS

The following definitions apply to this coverage:

1. **General Aggregate** means the Pool's total liability for Damages resulting from all Claims first made during the Coverage Document Period and shall not exceed the amount stated in this Section as the General Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the General Aggregate for the Optional Extended Reporting Period shall be no more than that which remains of the General Aggregate from the immediately preceding Coverage Document Period.

2. **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.

3. **Claim** means any demand for money Damages, Suit for Damages or Regulatory Proceeding resulting from a Privacy or Security Event. All Claims because of a single Privacy or 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 Section VII.

4. **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;

   b. Privacy Response Expenses; or

   c. PCI-DSS Assessments.

5. **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.

6. **PCI-DSS Assessment** means any monetary penalty owed by a Member due to the Member's noncompliance with Payment Card Industry Data Security Standards (PCI-DSS) under an agreement between the Member and a financial institution or other person enabling the Member to accept credit cards, debit cards, prepaid cards, or other payment cards.

7. **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.

8. Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; 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 Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

a. The number of individuals or entities engaged in such Privacy or Security Events;

b. The number of individuals or entities affected by such Privacy or Security Events;

c. The number of locations where such Privacy or Security Events occurred; or

d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Period.

9. **Privacy Response Expenses** means the following reasonable and necessary costs incurred by the Member within one year of the discovery of a Privacy or 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 security expert designated by the Pool to determine the scope and cause of a Privacy or 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 Privacy or 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 Privacy or Security Event;

   b. Claim Expenses; or

   c. PCI-DSS Assessments.

10. **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.

11. **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.

12. **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.

13. **Suit** means a civil proceeding arising out of a Privacy or 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 Privacy or 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 Privacy or 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 Section III of this Coverage Document.

2. The following General Aggregate applies: The Pool will pay no more than $2,000,000, less applicable deductible amounts, for the sum of the following:

   a. All Damages and Claim Expenses covered under Section V. A.1;

   b. All Privacy Response Expenses covered under Section V.A.2;

c. All Regulatory Penalties and Claim Expenses covered under Section V.A.3; and

d. All PCI-DSS Assessments covered under Section V.A.4.

3. The following per Privacy or Security Event limit applies: Subject to the General Aggregate specified in Section V.D.2, for any one Privacy or Security Event, the Pool will pay no more than $2,000,000, less the applicable deductible amount, for the sum of the following:

   a. All Damages and Claim Expenses covered under Section V.A.1;

   b. All Privacy Response Expenses covered under Section V.A.2;

   c. All Regulatory Penalties and Claim Expenses covered under Section V.A.3;and

   d. All PCI-DSS Assessments covered under Section V.A.4.

   This per Privacy or Security Event limit is within the General Aggregate specified in Section V. D.2.and does not add to that limit.

4. The following sublimit applies: Subject to the General Aggregate and per Privacy or Security Event limits specified in Section V.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 Section V.A.2. This sublimit is within the General Aggregate and per Privacy or Security Event limits set forth in Sections V.D.2 and D.3 and does not add to those limits.

5. The following sublimit applies: Subject to the General Aggregate and per Privacy or Security Event limits specified in Sections V.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 Section V.A.3. This sublimit is within the General Aggregate and per Privacy or Security Event limits set forth in Sections V.D.2 and D.3 and does not add to those limits.

6. The following sublimit applies: Subject to the General Aggregate and per Privacy or Security Event limits specified in Sections V.D.2 and D.3, the Pool will pay no more than $250,000 in aggregate, less applicable deductible amounts, for all PCI-DSS Assessments covered under Section V.A.4. This sublimit is within the General Aggregate and per Privacy or Security Event limits set forth in Sections V.D.2 and D.3 and does 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 Section VII.

2. If during the Coverage Period, any Member becomes aware of a Privacy or Security Event that may reasonably be expected to give rise to a Claim against any Member, Privacy Response Expenses, or PCI-DSS Assessments, the Member must give written notice to the Pool of such Privacy or 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 Section VII. Notice must include:

   a. A specific description of the Privacy or Security Event, including all relevant dates;

   b. The names of persons involved in the Privacy or 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 Privacy or Security Event;

   d. The specific nature of the alleged or potential Damages arising from such Privacy or Security Event; and

   e. The specific circumstances by which the Member first became aware of the Privacy or Security Event.

   Any Claim subsequently made against any Member arising out of such Privacy or Security Event shall be deemed to be a Claim made during the Coverage Period in which the Privacy or Security Event was first reported to the Pool.

F. EXCLUSIONS

The following exclusions apply to this Privacy or Security and Expense coverage in addition to all exclusions set forth in Section IV of this Coverage Document.

This coverage does not apply to any Claim, Suit, Regulatory Proceeding, Damages, Regulatory Penalties, Claim Expenses, Privacy Response Expenses, or PCI-DSS Assessments:

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:

    a. To the extent the Member would have been liable in the absence of such contract or agreement; or

    b. To amounts payable as PCI-DSS Assessments.

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.

SECTION 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.
However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

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.

SECTION VII - EXTENDED REPORTING PERIOD

A. 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.

B. 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.

C. 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.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. 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.

F. 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.

August 17, 2018

Ms. Tara Raymore
Williamson County Sr. Director of HR
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Re: Williamson County – Property Renewal

Dear Ms. Raymore,

The Texas Association of Counties Risk Management Pool (TAC RMP) is pleased to present your Property coverage renewal for 2018. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your dedication to the Pool and we understand that supporting our Members when they need it most is an important detail when it comes to your coverage with TAC RMP.

The TAC RMP Board of Directors approved the following Property coverage updates effective July 1, 2018:

- **Actual Cash Value endorsement:** Improved language.
- **Asbestos Exclusion endorsement:** Removed endorsement as it is now incorporated into exclusion section.
- **Automatic Coverage:** Time limit changed from 90 days to 120 days for Newly Acquired Member Property and Rental Mobile Equipment.
- **Business Income included under Equipment Breakdown:** Changed "Business Income" to "Business Interruption."
- **Chemical, Biological & Radiological Exposures exclusion endorsement:** Removed endorsement as it is now incorporated into exclusion section.
- **Cosmetic Damage**: Added limit of $500,000.
- **Crime:** Increased included limit from $100,000 to $250,000.
- **Demolition & Increased Cost of Construction:** Changed the name of "Demolition & Increased Cost of Construction" to "Increased Cost of Construction".
- **Earth Movement**: Clarified the distinction between Earthquake and Earth Movement which includes Earthquake, mud flow, subsidence, etc.
- **Earthquake Limit and Additional Coverage:** Changed name of "Earthquake" to "Earth Movement due to Earthquake" as the limit only applies to Earthquake which is now part of Earth Movement. Definition for Earthquake was updated.
- **Equipment Breakdown:** Section was reorganized.
- **Evacuation Expense:** Updated language to include inmates and juvenile detainees.

- **Flood:** Added language to the definition of Flood that a continuous 168 hour time period will be considered a single Flood. Clarified NFIP deductible would apply to storm surge.
- **Fungus and Asbestos exclusion:** Language is now incorporated into exclusion section.
- **Mobile Equipment**: Clarified the definition to include attachments or implements as part of the Mobile Equipment coverage.
- **Mold Resulting from a Named Peril:** Added limit of $1,000,000 for Mold resulting from a Named Peril. This allows the removal of the Mold exclusion and language was incorporated into exclusion section.
- **Named Storm:** Deductible wording is improved.
- **Occurrence**: Definition was updated to apply the 72 hour time period only to certain perils.
- **Personal Property of Officials and Employees:** Added limit of $10,000.
- **Property Excluded**:
  - Removed exclusion for Watercraft
  - Alphabetized exclusion for Aircraft
  - Clarified athletic fields exclusion
  - Updated the overhead transmission line distance from 1,000 feet to more than 1 mile
  - Removed exclusion for Property in Transit
- **Transfer of Interest:** Added language to limit third party transfer.
- **Unmanned Aircraft:** Added definition for Unmanned Aircraft system. Added included limit of $100,000. Coverage is now included and does not require an endorsement.
- **Watercraft:** Length restriction is removed and limit changed to $1,500,000 for unscheduled watercraft. Removed exclusion for Watercraft.
- **Waiting Period:** Added definition.
- **Other:** Several format changes and clarifications were made with minimal impact.

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy. If you have any questions please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

Todd Kisel
TAC Risk Management Consultant

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

INVOICE

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Invoice Due Date: October 1, 2018
Invoice #: 23227
Coverage #: PR-2460-20181001-1
Coverage Period: October 1, 2018 - October 1, 2019
Member Number: 2460

Contribution for the coverage below is now due.

Coverage	Contribution Due
Property	$220,908
Total Due:	**$220,908**

Invoice Due Date: October 1, 2018
Invoice #: NRCN-23227-PC
Contribution Due:$220,908
Amount Enclosed: _____

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

If the total amount enclosed is not $220,908,
please use the notes section below to explain:

_____

_____

_____

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

08/17/2018

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2018 through October 1, 2019

This 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
Property Limits	***TOTAL COVERED VALUE***		
All Other Perils- any other covered loss except those addressed with separate deductibles	$300,050,284	$25,000	$200,667
Coverage with Increased Limits	***Sublimits***		
Gross Earnings and Extra Expense	$5,000,000	$25,000	$2,639
Coverage with Separate Deductibles	***Sublimits***		
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	$2,500,000	Not to exceed $500,000 per building Not to exceed $500,000 per contents	Included
Flood- Except Special Hazard Zones	$10,000,000	$25,000	Included
Earthquake	$10,000,000 Annual Aggregate	$25,000	Included
Equipment Breakdown	$50,000,000	$25,000	Included
Law Enforcement Animals	$30,000	$1,000	Included
Crime	$500,000	$1,000	$9,373
Optional Coverage			
Mobile Equipment	As Scheduled	$1,000	$8,229
PROPERTY CONTRIBUTION		**$220,908**	

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.

This declaration is issued by as authorized representative of the Pool on 08/17/2018 in Austin, Texas.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property and Mobile Equipment Schedule

Member: Williamson County
Coverage Period: October 1, 2018 to October 1, 2019

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
0	004	BARTLETT RESIDENTIAL 6801 FM 972 BARTLETT, TX, 76511		RCV	ISO - 3	1950	2	2,016	$231,024	$0	$0	$231,024	$161
0	005	LEASDED BUILDING 12000 HWY 29 E GEORGETOWN, TX, 78626		RCV	ISO - 1	1901	1	3,186	$336,000	$0	$0	$336,000	$238
0	006	EMS TRAINING (BLDG. H) 3189 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3	2018	2	36,000	$9,500,000	$1,884,000	$0	$11,384,000	$7,581
0	007	EMS VEHICLE STORAGE (BLDG. E) 3189 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3	2018	1	7,000	$675,000	$1,000	$0	$676,000	$450
0	008	WIRELESS COMMUNICATION (BLDG. D) 3171 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3	2018	1	9,981	$2,500,000	$2,200,000	$0	$4,700,000	$3,130
0	009	SO VEHICLE INSPECTION (BLDG. G) 3181 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3	2018	1	5,970	$2,200,000	$250,000	$0	$2,450,000	$1,632
0	010	SO VEHICLE STORAGE (BLDG. F) 3181 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3	2018	1	7,000	$600,000	$1,000	$0	$601,000	$400
0	011	3825 CR 110 3825 CR 110 GEORGETOWN, TX, 78626		RCV	ISO - 3		1	980	$55,000	$0	$0	$55,000	$37
0	012	174 CR 138 174 CR 138 HUTTO, TX, 78634		RCV	ISO - 3	1997	1	420	$17,975	$0	$0	$17,975	$12
0	013	175 CR 138 - BUILDING 2 174 CR 138 HUTTO, TX, 78634		RCV	ISO - 3	1994	1	2,383	$267,862	$0	$0	$267,862	$178
0	014	915 STUBBLEFIED 915 STUBBLEFIED LIBERTY HILL, TX, 78642		RCV	ISO - 3		1	980	$45,000	$0	$0	$45,000	$31

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
0	015	923 STUBBLEFIED 923 STUBBLEFIED LIBERTY HILL, TX, 78642		RCV	ISO - 3		1	1,250	$65,000	$0	$0	$65,000	$45
0	016	20 GABRIEL FOREST DR 20 GABRIEL FOREST DR GEORGETOWN, TX, 78628		RCV	ISO - 3	1997	1	2,144	$244,834	$0	$0	$244,834	$163
1	043	MUSEUM AND OLD BANK BUILDING 716 S. AUSTIN AVENUE GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1911	2	5,068	$1,627,000	$107,000	$0	$1,734,000	$1,155
1	115	LEASED BUILDING IN LEANDER 1401 HWY 183 LEANDER, TX, 78641		RCV	ISO - 1	1999	2	6,686	$415,000	$0	$0	$415,000	$294
2	042	WILLIAMSON COUNTY COURTHOUSE 710 S. MAIN STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 6	1911	4	40,592	$10,219,000	$1,031,000	$0	$11,250,000	$7,492
2	999	SITE IMPROVEMENTS 710 S. MAIN STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$22,000	$22,000	$15
3	137	EMERGENCY OPERATIONS CENTER 911 TRACY CHAMBERS LANE GEORGETOWN, TX, 78626	X500*	RCV	ISO - 6	2013	1	28,964	$10,500,000	$6,598,000	$0	$17,098,000	$11,386
3	999	SITE IMPROVEMENTS 911 TRACY CHAMBERS LANE GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$355,000	$355,000	$236
4	079	JUVENILE CENTER 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2003	1	116, 688	$23,531,000	$2,192,000	$0	$25,723,000	$17,130
4	079A	GREENHOUSE 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2008	1	120	$1,000	$0	$0	$1,000	$1
4	079B	STORAGE BUILDING 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2010	1	1,120	$80,000	$15,000	$0	$95,000	$63
4	079C	MORGAN STORAGE SHED #1 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2008	1	96	$2,000	$1,000	$0	$3,000	$2
4	079D	MORGAN STORAGE SHED #2 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2008	1	96	$2,000	$1,000	$0	$3,000	$2
4	079E	RED STORAGE SHED 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2010	1	60	$2,000	$1,000	$0	$3,000	$2
4	079F	ANIMAL STORAGE SHED 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2005	1	48	$1,000	$1,000	$0	$2,000	$1

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
4	079G	ANIMAL SHELTER 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2000	1	540	$22,000	$0	$0	$22,000	$16
4	079H	WELL HOUSE/TANK 1821 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2005	1	120	$17,000	$7,000	$0	$24,000	$17
4	999	SITE IMPROVEMENTS 1821 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$247,000	$247,000	$164
5	134	ADVOCACY BUILDING 1811 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2005	1	7,867	$1,060,000	$153,000	$0	$1,213,000	$859
5	999	SITE IMPROVEMENTS 1811 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$22,000	$22,000	$15
6	064	COMMUNITY CENTER BUILDING 3407 RANCH ROAD 1869 LIBERTY HILL, TX, 78642	X	RCV	ISO - 1	1981	1	2,278	$286,000	$23,000	$0	$309,000	$233
6	064A	OLD CONSTABLE OFFICE 3407 RANCH ROAD 1869 LIBERTY HILL, TX, 78642	X	RCV	ISO - 1	2000	1	208	$10,000	$2,000	$0	$12,000	$9
6	064B	STORAGE SHED 3407 RANCH ROAD 1869 LIBERTY HILL, TX, 78642	X	RCV	ISO - 1	2000	1	208	$3,000	$3,000	$0	$6,000	$5
7	150	ROAD AND BRIDGE GARAGE 3404 RANCH RAOD 1869 LIBERTY HILL, TX, 78642	X	RCV	ISO - 1	1960	1	2,400	$80,000	$0	$0	$80,000	$60
7	150A	STORAGE SHED 3404 RANCH ROAD 1869 LIBERTY HILL, TX, 78642	X	RCV	ISO - 1	2000	1	320	$15,000	$4,000	$0	$19,000	$14
7	999	SITE IMPROVEMENTS 3404 RANCH ROAD 1869 LIBERTY HILL, TX, 78642		RCV	ISO - 3		0	0	$0	$0	$9,000	$9,000	$6
8	104	JESTER ANNEX 1801 OLD SETTLERS BOULEVARD ROUND ROCK, TX, 78664	X*	RCV	ISO - 4	2010	1	28,074	$4,720,000	$590,000	$0	$5,310,000	$3,536
8	105	EMS/SHERIFF STATION (MEDIC 11) 1781 OLD SETTLERS BOULEVARD ROUND ROCK, TX, 78664	X*	RCV	ISO - 4	2010	1	6,556	$1,463,000	$102,000	$0	$1,565,000	$1,042
8	999	SITE IMPROVEMENTS 1781 OLD SETTLERS BOULEVARD ROUND ROCK, TX, 78664		RCV	ISO - 3		0	0	$0	$0	$73,000	$73,000	$49
9	102	CONTENTS ONLY - HUTTO ANNEX 3502 EXCHANGE BOULEVARD HUTTO, TX, 78634	X	RCV	ISO - 4	2007	1	7,160	$0	$188,000	$0	$188,000	$125

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
10	088	GUN RANGE PORTABLE OFFICE 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 1	2002	1	640	$56,000	$13,000	$0	$69,000	$49
10	088A	TRAPP #2 SHOOTING PAVILION 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 3	2002	1	904	$29,000	$0	$0	$29,000	$19
10	088B	STORAGE BUILDING #1 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 1	2002	1	120	$3,000	$2,000	$0	$5,000	$4
10	088C	RANGE # 2 PORTABLE OFFICE 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 1	2002	1	240	$12,000	$2,000	$0	$14,000	$10
10	088D	METAL STORAGE SHED 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 3	2002	1	120	$2,000	$2,000	$0	$4,000	$3
10	088E	LARGE PAVILION 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 3	2002	1	8,288	$198,000	$0	$0	$198,000	$132
10	088F	STORAGE BUILDING #2 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 1	2002	1	240	$12,000	$2,000	$0	$14,000	$10
10	088P	RESTROOM BUILDING 3901 COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 2	2002	1	480	$77,000	$2,000	$0	$79,000	$54
10	999	SITE IMPROVEMENTS 3901 COUNTY ROAD 130 HUTTO, TX, 78634		RCV	ISO - 3		0	0	$0	$0	$160,000	$160,000	$107
11	151	HUTTO COMMUNITY BUILDING COUNTY ROAD 130 HUTTO, TX, 78634	X	RCV	ISO - 3	2002	1	1,792	$94,000	$0	$0	$94,000	$63
12	053	HEALTH DEPARTMENT BUILDING 100 W 3RD STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1974	1	7,490	$1,019,000	$158,000	$0	$1,177,000	$784
12	999	SITE IMPROVEMENTS 100 W 3RD STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$4,000	$4,000	$3
13	044	HEALTH DEPT/EDUCATION OFFICE 100 W. 3RD STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1888	3	18,152	$3,923,000	$286,000	$0	$4,209,000	$2,803
13	044A	EDUCATION CENTER 100 W. 3RD STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1974	1	768	$110,000	$16,000	$0	$126,000	$84
13	044B	STORAGE SHED 100 W. 3RD STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2000	1	64	$2,000	$1,000	$0	$3,000	$2

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
13	999	SITE IMPROVEMENTS 100 W. 3RD STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$3,000	$3,000	$2
14	077	PARKING GARAGE 305 W 4TH STREET GEORGETOWN, TX, 78626	X500	RCV	ISO - 6	2003	4	172,800	$8,001,000	$0	$0	$8,001,000	$5,328
15	090A	OFFICE BUILDING 306 306 W 7TH STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 2	1980	1	1,842	$231,000	$0	$0	$231,000	$157
15	090B	OFFICE BUILDING 308 308 W 7TH STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1980	1	2,728	$265,000	$0	$0	$265,000	$188
15	090C	OFFICE BUILDING 310 310 W 7TH STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1980	1	2,379	$257,000	$0	$0	$257,000	$182
15	999	SITE IMPROVEMENTS 310 W 7TH STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$7,000	$7,000	$5
16	091	OFFICE BUILDING 321 W. 8TH STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 3	1980	1	7,070	$460,000	$3,000	$0	$463,000	$308
17	092	OFFICE BUILDING 323 W. 8TH STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 3	1980	1	2,000	$189,000	$3,000	$0	$192,000	$128
18	999	SITE IMPROVEMENTS 401 W. 8TH STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$1,000	$1,000	$1
20	048	WILLIAM LOTT BUILDING 107 S. HOLLY STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 3	1985	1	7,498	$1,264,000	$7,000	$0	$1,271,000	$846
20	048A	PORTABLE CLASSOOM #1 107 S. HOLLY STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2000	1	768	$68,000	$51,000	$0	$119,000	$84
20	048B	PORTABLE CLASSOOM #2 107 S. HOLLY STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2000	1	768	$68,000	$11,000	$0	$79,000	$56
20	999	SITE IMPROVEMENTS 107 S. HOLLY STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$6,000	$6,000	$4
21	067	CEDAR PARK ANNEX BUILDING 350 DISCOVERY ROAD CEDAR PARK, TX, 78613	X	RCV	ISO - 4	1998	2	32,078	$4,706,225	$674,000	$0	$5,380,225	$3,583
21	999	SITE IMPROVEMENTS 350 DISCOVERY ROAD CEDAR PARK, TX, 78613		RCV	ISO - 3		0	0	$0	$0	$77,000	$77,000	$51

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
22	045	SHOW BARN 425 SAN GABRIEL LOOP GEORGETOWN, TX, 78626	X*	RCV	ISO - 3	1977	1	38,940	$850,000	$62,000	$0	$912,000	$607
22	999	SITE IMPROVEMENTS 425 SAN GABRIEL LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$52,000	$52,000	$35
23	087	TAYLOR EXPO 210 CARLOS PARKER BOULEVARD TAYLOR, TX, 76574		RCV	ISO - 3	2016	1	71,045	$15,858,000	$0	$0	$15,858,000	$10,561
23	087A	STORAGE BUILDING 210 CARLOS PARKER BOULEVARD TAYLOR, TX, 76574	X	RCV	ISO - 1	2004	1	528	$36,000	$10,000	$0	$46,000	$33
23	087B	SMALL RESTROOM BUILDING 210 CARLOS PARKER BOULEVARD TAYLOR, TX, 78574	X	RCV	ISO - 2	2004	1	141	$40,000	$0	$0	$40,000	$27
23	999	SITE IMPROVEMENTS 210 CARLOS PARKER BOULEVARD TAYLOR, TX, 78574		RCV	ISO - 3		0	0	$0	$0	$701,000	$701,000	$467
24	069	ROAD AND BRIDGE GARAGE 1000 E. DAVILLA STREET GRANGER, TX, 76530	AE	RCV	ISO - 3	1970	1	6,000	$174,000	$79,000	$0	$253,000	$176
24	070	TRACTOR STORAGE BUIDLING 1000 E. DAVILLA STREET GRANGER, TX, 76530	AE	RCV	ISO - 1	1970	1	7,984	$195,000	$49,000	$0	$244,000	$184
24	071	OFFICE BUILDING 1000 E. DAVILLA STREET GRANGER, TX, 76530	X*	RCV	ISO - 1	1990	1	720	$69,000	$14,000	$0	$83,000	$62
24	072	EQUIPMENT STORAGE BUILDING 1000 E. DAVILLA STREET GRANGER, TX, 76530	AE	RCV	ISO - 3	1970	1	1,500	$58,000	$19,000	$0	$77,000	$54
24	999	SITE IMPROVEMENTS 1000 E. DAVILLA STREET GRANGER, TX, 76530		RCV	ISO - 3		0	0	$0	$0	$54,000	$54,000	$38
25	068A	ROUND ROCK ANNEX BUILDING A 211 COMMERCE COVE ROUND ROCK, TX, 78682	X	RCV	ISO - 4	1985	1	14,572	$1,624,000	$100,000	$0	$1,724,000	$1,148
25	068B	ROUND ROCK ANNEX BUILDING B 211 COMMERCE COVE ROUND ROCK, TX, 78682	X	RCV	ISO - 4	1985	1	14,056	$1,537,000	$295,000	$0	$1,832,000	$1,220
25	999	SITE IMPROVEMENTS 211 COMMERCE COVE ROUND ROCK, TX, 78682		RCV	ISO - 3		0	0	$0	$0	$42,000	$42,000	$28
26	066	ROAD AND BRIDGE GARAGE 1 HALF MILES WEST FM 970 FLORENCE, TX, 76527	X	RCV	ISO - 1	1980	1	1,600	$72,000	$21,000	$0	$93,000	$66

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
26	066A	VECHILE STORAGE BUILDING 1 HALF MILES WEST FM 970 FLORENCE, TX, 76527	X	RCV	ISO - 3	2000	1	2,304	$56,000	$4,000	$0	$60,000	$40
26	999	SITE IMPROVEMENTS 1 HALF MILES WEST FM 970 FLORENCE, TX, 76527		RCV	ISO - 3		0	0	$0	$0	$82,000	$82,000	$55
27	086	JAIL AND SHERIFF OFFICES 508 S. ROCK STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1991	4	364,016	$69,570,000	$6,835,000	$0	$76,405,000	$50,881
27	999	SITE IMPROVEMENTS 508 S. ROCK STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$13,000	$13,000	$9
28	051	CRIMINAL JUSTICE CENTER 405 MARTIN LUTHER KING STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2010	2	117,561	$24,033,000	$4,352,000	$0	$28,385,000	$18,903
28	999	SITE IMPROVEMENTS 405 MARTIN LUTHER KING STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$17,000	$17,000	$11
29	052	EMS HEADQUARTERS BUILDING 305 MARTIN LUTHER KING STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1994	1	1,800	$184,000	$1,000	$0	$185,000	$131
30	076	COUNTY ANNEX OFFICES 301 INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2000	1	67,696	$5,531,000	$3,321,000	$0	$8,852,000	$5,895
30	999	SITE IMPROVEMENTS 301 INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$29,000	$29,000	$19
31	078	CTTC FACILITY 601 N. ALLIIGATOR STREET GRANGER, TX, 76530	X	RCV	ISO - 2	2003	1	26,564	$2,504,000	$249,000	$0	$2,753,000	$1,967
31	078A	WOOD STORAGE BUILDING 601 N. ALLIIGATOR STREET GRANGER, TX, 76530	X	RCV	ISO - 1	2000	1	224	$12,000	$3,000	$0	$15,000	$11
31	078B	METAL STORAGE BUILDING #1 601 N. ALLIIGATOR STREET GRANGER, TX, 76530	X	RCV	ISO - 3	2005	1	384	$8,000	$5,000	$0	$13,000	$9
31	078C	METAL STORAGE BUILDING #2 601 N. ALLIIGATOR STREET GRANGER, TX, 76530	X	RCV	ISO - 3	2005	1	384	$8,000	$5,000	$0	$13,000	$9
31	999	SITE IMPROVEMENTS 601 N. ALLIIGATOR STREET GRANGER, TX, 76530		RCV	ISO - 3		0	0	$0	$0	$39,000	$39,000	$27
32	057	EMS STATION MEDIC 42 1425 N. MAIN STREET TAYLOR, TX, 78626	X*	RCV	ISO - 1	1994	1	1,200	$122,000	$15,000	$0	$137,000	$97

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
32	999	SITE IMPROVEMENTS 1425 N. MAIN STREET GRANGER, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$6,000	$6,000	$4
33	063	TAYLOR ANNEX BUILDING 412 VANCE STREET TAYLOR, TX, 76574	X	RCV	ISO - 4	1999	2	18,092	$3,017,000	$380,000	$0	$3,397,000	$2,262
33	999	SITE IMPROVEMENTS 412 VANCE STREET TAYLOR, TX, 76574		RCV	ISO - 3		0	0	$0	$0	$6,000	$6,000	$4
34	095	TAX OFFICE/ CARQUEST STORE 904 S. MAIN STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1985	1	24,171	$2,197,000	$0	$0	$2,197,000	$1,463
35	136	RESIDENTIAL HOUSE 9769 W. STATE HIGHWAY 29 GEORGETOWN, TX, 78628	X	RCV	ISO - 1	1980	2	3,360	$368,000	$2,000	$0	$370,000	$262
35	136A	DETACHED STORAGE GARAGE 9769 W. STATE HIGHWAY 29 GEORGETOWN, TX, 78628	X	RCV	ISO - 1	1980	1	288	$20,000	$4,000	$0	$24,000	$17
35	999	SITE IMPROVEMENTS 9769 W. STATE HIGHWAY 29 GEORGETOWN, TX, 78628		RCV	ISO - 3		0	0	$0	$0	$5,000	$5,000	$3
36	082	COMMUNITY CENTER 14774 FM 1115 SCHWERTNER, TX, 76573	X*	RCV	ISO - 3	2002	1	3,600	$453,000	$37,000	$0	$490,000	$360
36	999	SITE IMPROVEMENTS 14774 FM 1115 SCHWERTNER, TX, 76573		RCV	ISO - 3		0	0	$0	$0	$20,000	$20,000	$15
37	036F	BARN #1 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	1950	1	240	$7,000	$0	$0	$7,000	$5
37	036G	TOOL HUT 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	1950	1	64	$3,000	$0	$0	$3,000	$2
37	096	PARK OFFICE/HOUSE 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	1999	1	2,152	$233,000	$4,000	$0	$237,000	$168
37	096A	METAL STORAGE SHED 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 3	2005	1	168	$3,000	$2,000	$0	$5,000	$3
37	096B	OLD OFFICE BUILDING 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	1999	1	768	$68,000	$10,000	$0	$78,000	$55
37	096C	RESTROOM BUILDING #1 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 2	2002	1	392	$110,000	$1,000	$0	$111,000	$75

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
37	096D	BIRTHDAY PAVILION 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	2002	1	1,496	$45,000	$0	$0	$45,000	$32
37	096E	PARK PAVILIN #2 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	2002	1	704	$24,000	$0	$0	$24,000	$17
37	096H	OLD HOUSE 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	1950	1	1,050	$66,000	$0	$0	$66,000	$47
37	096I	OLD HORSE BARN 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 1	1950	1	1,792	$51,000	$0	$0	$51,000	$36
37	096J	CAMPGROUND RESTROOM 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 4	2002	1	517	$106,000	$2,000	$0	$108,000	$72
37	096K	INFORMATION PAVILION 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626	AE*	RCV	ISO - 4	2002	1	144	$5,000	$0	$0	$5,000	$3
37	999	SITE IMPROVEMENTS 1801 COUNTY ROAD 152 GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$173,000	$173,000	$115
38	131	RESTROOM BUILDING 3820 BRUSHY CREEK ROAD CEDAR PARK, TX, 78613	X*	RCV	ISO - 2	2008	1	408	$137,000	$1,000	$0	$138,000	$94
38	131A	PARK PAVILION #1 3820 BRUSHY CREEK ROAD CEDAR PARK, TX, 78613	X*	RCV	ISO - 3	2008	1	1,496	$56,000	$0	$0	$56,000	$37
38	131B	PARK PAVILION #2 3820 BRUSHY CREEK ROAD CEDAR PARK, TX, 78613	X*	RCV	ISO - 3	2008	1	1,496	$47,000	$0	$0	$47,000	$31
38	999	SITE IMPROVEMENTS 3820 BRUSHY CREEK ROAD CEDAR PARK, TX, 78613		RCV	ISO - 3		0	0	$0	$0	$133,000	$133,000	$89
39	081A	PAVILION #1 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	1,280	$44,000	$0	$0	$44,000	$29
39	081B	PAVILION #2 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	960	$34,000	$0	$0	$34,000	$23
39	081C	TENNIC COURT BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	900	$115,000	$17,000	$0	$132,000	$88
39	081D	TENNIS RESTROOM BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	1,400	$231,000	$4,000	$0	$235,000	$157

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
39	081E	SNOW CONE SHACK 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	729	$85,000	$6,000	$0	$91,000	$61
39	081F	PAVILION #3 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	832	$30,000	$0	$0	$30,000	$20
39	081G	WOMEN'S RESTROOM BUILDING #1 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	676	$128,000	$2,000	$0	$130,000	$87
39	081H	MEN'S RESTROOM BUILDING #1 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	504	$101,000	$2,000	$0	$103,000	$69
39	081I	POUND PUMP HOUSE BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 4	2008	1	280	$36,000	$15,000	$0	$51,000	$34
39	081J	FOOTBALL CONCESSIONS BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	480	$75,000	$4,000	$0	$79,000	$53
39	081K	FOOTBALL RESTROOM BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	720	$126,000	$2,000	$0	$128,000	$85
39	081L	FOOTBALL PRESS BOX 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	96	$105,000	$1,000	$0	$106,000	$71
39	081M	BASEBALL RESTROOM BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	720	$132,000	$2,000	$0	$134,000	$89
39	081N	BASEBALL CONCESSIONS BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	480	$72,000	$4,000	$0	$76,000	$51
39	081O	MOBILE HOME 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 1	2008	1	1,536	$85,000	$19,000	$0	$104,000	$74
39	081P	PARK MAINTENANCE BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	3,750	$180,000	$99,000	$0	$279,000	$186
39	081Q	STORAGE BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 1	2008	1	128	$4,000	$2,000	$0	$6,000	$4
39	081R	PAVILION #4 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	780	$29,000	$0	$0	$29,000	$19
39	081S	PAVILION #5 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	1,080	$38,000	$0	$0	$38,000	$25

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
39	081T	WATER PARK PAVILION #1 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	660	$25,000	$0	$0	$25,000	$17
39	081U	WATER PARK PAVILION #2 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	660	$25,000	$0	$0	$25,000	$17
39	081V	WATER PARK PAVILION #3 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	1,496	$51,000	$0	$0	$51,000	$34
39	081W	WATER PARK PAVILION #4 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	1,496	$51,000	$0	$0	$51,000	$34
39	081X	WATER PARK BUILDING 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 3	2008	1	1,140	$299,000	$4,000	$0	$303,000	$202
39	133	PARK HEADQUARTERS 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641	X*	RCV	ISO - 1	2008	1	3,128	$398,000	$66,000	$0	$464,000	$329
39	999	SITE IMPROVEMENTS 219 PERRY MAYFIELD BOULEVARD LEANDER, TX, 78641		RCV	ISO - 3		0	0	$0	$0	$1,299,000	$1,299,000	$865
40	103	FACILITIES MAINTENANCE BUILDING 3101 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2008	1	7,938	$768,000	$167,000	$0	$935,000	$623
40	999	SITE IMPROVEMENTS 3101 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$15,000	$15,000	$10
41	073	CENTRAL MAINTENANCE BUILDING 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2004	1	26,759	$2,720,000	$562,000	$0	$3,282,000	$2,186
41	073A	MAINTENANCE SHOP 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1995	1	4,260	$516,000	$81,000	$0	$597,000	$398
41	073B	STORAGE BUILDING 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2005	1	60	$1,000	$1,000	$0	$2,000	$1
41	073C	MAINTENANCE OFFICE BUILDING 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2007	1	4,800	$370,000	$126,000	$0	$496,000	$330
41	073D	STORAGE CANOPY #1 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	1995	1	10,360	$272,000	$0	$0	$272,000	$181
41	073E	STORAGE CANOPY #2 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	1995	1	10,360	$272,000	$0	$0	$272,000	$181

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
41	074	SHERIFF IMPOUND BUILDING 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1995	1	1,767	$129,000	$34,000	$0	$163,000	$115
41	074A	PORTABLE STORAGE BUILDING 3151 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2005	1	1,050	$87,000	$14,000	$0	$101,000	$72
41	999	SITE IMPROVEMENTS 3151 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$155,000	$155,000	$103
42	100	ANIMAL SHELTER BUILDING 1 1855 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 2	2007	1	6,713	$924,000	$96,000	$0	$1,020,000	$694
42	100A	ANIMAL SHELTER BUILDING 2 1855 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2007	1	8,400	$1,072,000	$80,000	$0	$1,152,000	$816
42	100B	WOOD STORAGE BUILDING 1855 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2008	1	160	$5,000	$2,000	$0	$7,000	$5
42	100C	ANIMAL KENNEL 1855 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2000	1	840	$83,000	$0	$0	$83,000	$55
42	100D	PUMP HOUSE 1855 SE INNER LOOP GEORGETOWN, TX, 78626	X	RCV	ISO - 1	2008	1	24	$2,000	$1,000	$0	$3,000	$2
42	999	SITE IMPROVEMENTS 1855 SE INNER LOOP GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$72,000	$72,000	$48
43	056	EMS STATION MEDIC 53 303 MARTIN LUTHER KING STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1997	1	1,156	$137,000	$3,000	$0	$140,000	$99
44	054	ENVIRONMENTAL BUILDING 303 S. MAIN GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1997	1	2,024	$197,000	$3,000	$0	$200,000	$142
44	999	SITE IMPROVEMENTS 303 S. MAIN GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$8,000	$8,000	$5
45	055	OFFICE BUILDING (LEASED) 311 S. MAIN STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 1	1997	1	764	$85,000	$0	$0	$85,000	$60
46	046	GAME WARDEN OFFICE 517 S. PINE STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 2	1975	1	634	$72,000	$13,000	$0	$85,000	$58
47	049	DRIVER'S LICENSE/DPS OFFICE 516 S. PINE STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2000	1	4,440	$467,000	$5,000	$0	$472,000	$314

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
48	050	WIRELESS COMMUNICATION SHOP 508 HOLLY STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 3	1995	1	3,280	$429,000	$5,000	$0	$434,000	$289
48	999	SITE IMPROVEMENTS 508 HOLLY STREET GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$23,000	$23,000	$15
49	047	SHERIFF TRUSTEE SHOP 506 HOLLY STREET GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2007	1	2,128	$158,000	$102,000	$0	$260,000	$173
50	058	OFFICE BUILDING 1 900 S. MAIN STREET TAYLOR, TX, 76574	X	RCV	ISO - 1	2007	1	480	$56,000	$10,000	$0	$66,000	$47
50	059	OFFICE BUILDING 2 900 S. MAIN STREET TAYLOR, TX, 76574	X	RCV	ISO - 2	1990	1	1,200	$139,000	$25,000	$0	$164,000	$112
50	060	STORAGE BUILDING 900 S. MAIN STREET TAYLOR, TX, 76574	X	RCV	ISO - 3	1990	1	731	$114,000	$19,000	$0	$133,000	$89
50	061	MACHINE STORAGE BUILDING 900 S. MAIN STREET TAYLOR, TX, 76574	MORE INFO	RCV	ISO - 3	1990	1	6,708	$209,000	$4,000	$0	$213,000	$142
50	062	RECYCLE BUILDING/WAREHOUSE 900 S. MAIN STREET TAYLOR, TX, 76574	MORE INFO	RCV	ISO - 3	1990	1	4,000	$255,000	$50,000	$0	$305,000	$203
50	999	SITE IMPROVEMENTS 900 S. MAIN STREET TAYLOR, TX, 76574		RCV	ISO - 3		0	0	$0	$0	$47,000	$47,000	$31
51	083	JUSTICE COURT BUILDING 211 W. 6TH STREET TAYLOR, TX, 76574	X	RCV	ISO - 4	2004	1	5,097	$825,000	$98,000	$0	$923,000	$615
51	999	SITE IMPROVEMENTS 211 W. 6TH STREET TAYLOR, TX, 76574		RCV	ISO - 3		0	0	$0	$0	$4,000	$4,000	$3
52	084	TEXAS HEALTH DEPARTMENT 115 W. 6TH STREET TAYLOR, TX, 76574	X	RCV	ISO - 4	1969	1	6,180	$964,000	$163,000	$0	$1,127,000	$751
52	999	SITE IMPROVEMENTS 115 W. 6TH STREET TAYLOR, TX, 76574		RCV	ISO - 3		0	0	$0	$0	$4,000	$4,000	$3
53	080	SHERIFF'S OFFICE BUILDING 2501 MALLARD LANE TAYLOR, TX, 76571	X	RCV	ISO - 1	2001	1	1,352	$197,000	$28,000	$0	$225,000	$159
54	075	EMS STATION 41 2604 NORTHLAWN DRIVE TAYLOR, TX, 76571	X	RCV	ISO - 1	2007	1	1,512	$171,000	$18,000	$0	$189,000	$134

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
54	075A	WOOD STORAGE BUILDING 2604 NORTHLAWN DRIVE TAYLOR, TX, 76571	X	RCV	ISO - 1	1997	1	160	$3,000	$2,000	$0	$5,000	$4
54	075B	METAL STORAGE BUILDING 2604 NORTHLAWN DRIVE TAYLOR, TX, 76571	X	RCV	ISO - 3	1997	1	120	$2,000	$2,000	$0	$4,000	$3
55	097	HUTTO RECYCLING CENTER 101 LANDFILL ROAD HUTTO, TX, 78634	X	RCV	ISO - 3	1998	1	2,400	$201,000	$95,000	$0	$296,000	$197
56	099	CONTENTS ONLY - OFFICE SPACE (LEASED) 3010 WILLIAMS DRIVE SUITE 153 GEORGETOWN, TX, 78626	X	RCV	ISO - 4	1986	1	0	$0	$36,000	$0	$36,000	$24
57	113	CONTENTS ONLY - EMS STATION 12 (LEASED) 3800 COUNTY ROAD 123 ROUND ROCK, TX, 78664	AE	RCV	ISO - 3	2010	1	0	$0	$18,000	$0	$18,000	$12
58	115	CONTENTS ONLY - EMS STATION MEDIC 24 (LEASED) 1311 HIGHLAND DRIVE CEDAR PARK, TX, 78613	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
59	118	CONTENTS ONLY - MEDIC 31 (LEASED) 4200 AIRPORT ROAD GEORGETOWN, TX, 78628	X	RCV	ISO - 3	2010	1	0	$0	$18,000	$0	$18,000	$12
60	119	CONTENTS ONLY - MEDIC 13 (LEASED) 350 DEEPWOOD DRIVE ROUND ROCK, TX, 78681	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
61	120	CONTENTS ONLY - MEDIC 14 (LEASED) 1991 RAWHIDE DRIVE ROUND ROCK, TX, 78681	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
62	122	CONTENTS ONLY - MEDIC 21 (LEASED) 150 CHURCH PARK STREET CEDAR PARK, TX, 78613	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
63	125	CONTENTS ONLY - MEDIC 43 (LEASED) 405 EXCHANGE BOULEVARD HUTTO, TX, 78634	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
64	126	CONTENTS ONLY - MEDIC 51 (LEASED) 16248 SOUTH GREAT OAKS ROUND ROCK, TX, 78681	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
65	127	CONTENTS ONLY - MEDIC 25 (LEASED) 301 LOOP 332 LIBERTY HILL, TX, 78642	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$13
66	128	CONTENTS ONLY - MEDIC 34 (LEASED) 155 COUNTY ROAD 313 EAST JARRELL, TX, 76537	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
67	089	CONTENTS ONLY - MEDIC 23 (LEASED) 209 W. WILLIS STREET LEANDER, TX, 78641	X	RCV	ISO - 1	2010	1	0	$0	$18,000	$0	$18,000	$13
68	124	CONTENTS ONLY - MEDIC 33 (LEASED) 5 TEXAS DRIVE GEORGETOWN, TX, 78633	X	RCV	ISO - 4	2010	1	0	$0	$18,000	$0	$18,000	$12
69	106A	RCS PRIME #1, SHELTER 1 1058 CR 116 RABBIT HILL DRIVE GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2005	1	312	$799,000	$1,218,000	$0	$2,017,000	$1,343
69	106B	RCS PRIME #1, SHELTER 2 1058 CR 116 RABBIT HILL DRIVE GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2005	1	300	$65,000	$304,000	$0	$369,000	$246
69	106C	RCS PRIME #1 TOWER 1058 CR 116 RABBIT HILL DRIVE GEORGETOWN, TX, 78626		RCV	ISO - 3	2005	1	0	$92,000	$0	$0	$92,000	$61
69	999	SITE IMPROVEMENTS 1058 CR 116 RABBIT HILL DRIVE GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$7,000	$7,000	$5
70	355A	RCS BACKUP SITE #0 151 CARLSON COVE GEORGETOWN, TX, 78626	X	RCV	ISO - 4	2005	1	180	$617,000	$244,000	$0	$861,000	$573
70	355B	RCS TOWER 151 CARLSON COVE GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2005	1	0	$305,000	$0	$0	$305,000	$203
70	999	RCS SITE IMPROVEMENTS 151 CARLSON COVE GEORGETOWN, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$15,000	$15,000	$10
71	358A	RCS HCWT #6 SHELTER 2801 HIGH COUNTRY BOULEVARD ROUND ROCK, TX, 78682	X	RCV	ISO - 4	2005	1	240	$116,000	$1,461,000	$0	$1,577,000	$1,050
71	358B	RCS HCWT #6 TOWER 2801 HIGH COUNTRY BOULEVARD ROUND ROCK, TX, 78682	X	RCV	ISO - 3	2005	1	0	$104,000	$0	$0	$104,000	$69
71	999	SITE IMPROVEMENTS 2801 HIGH COUNTRY BOULEVARD ROUND ROCK, TX, 78682		RCV	ISO - 3		0	0	$0	$0	$10,000	$10,000	$7
72	107A	RCS CEDAR PARK #2 SHELTER 1900 COUGAR COUNTRY DRIVE CEDAR PARK, TX, 78613	X	RCV	ISO - 4	2005	1	420	$839,000	$1,461,000	$0	$2,300,000	$1,532
72	107B	RCS CEDAR PARK #2 TOWER 1900 COUGAR COUNTRY DRIVE CEDAR PARK, TX, 78613	X	RCV	ISO - 3	2005	1	0	$128,000	$0	$0	$128,000	$85
72	999	SITE IMPROVEMENTS 1900 COUGAR COUNTRY DRIVE CEDAR PARK, TX, 78613		RCV	ISO - 3		0	0	$0	$0	$7,000	$7,000	$5

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
73	356A	RCS TOWER ROAD #7 SHELTER 2141 TOWER ROAD LIBERTY HILL, TX, 78642	X	RCV	ISO - 4	2005	1	384	$624,000	$1,461,000	$0	$2,085,000	$1,450
73	356B	RCS TOWER ROAD #7 TOWER 2141 TOWER ROAD LIBERTY HILL, TX, 78642	X	RCV	ISO - 3	2005	1	0	$305,000	$0	$0	$305,000	$212
73	999	SITE IMPROVEMENTS 2141 TOWER ROAD LIBERTY HILL, TX, 78642		RCV	ISO - 3		0	0	$0	$0	$9,000	$9,000	$6
74	108	RCS LIBERTY HILL #4 SHELTER 5251 COUNTY ROAD 200 LIBERTY HILL, TX, 78642	X	RCV	ISO - 4	2005	1	360	$614,000	$1,461,000	$0	$2,075,000	$1,443
74	108A	RCS LIBERTY HILL #4 TOWER 5251 COUNTY ROAD 200 LIBERTY HILL, TX, 78642	X	RCV	ISO - 3	2005	1	0	$305,000	$0	$0	$305,000	$212
74	999	SITE IMPROVEMENTS 5251 COUNTY ROAD 200 LIBERTY HILL, TX, 78642		RCV	ISO - 3		0	0	$0	$0	$17,000	$17,000	$12
75	357	RCS FLORENCE #5 SHELTER 2395 FM 2843 FLORENCE, TX, 76527	X	RCV	ISO - 4	2005	1	396	$244,000	$1,461,000	$0	$1,705,000	$1,135
75	999	SITE IMPROVEMENTS 2395 FM 2843 FLORENCE, TX, 76527		RCV	ISO - 3		0	0	$0	$0	$12,000	$12,000	$8
76	354A	RCS TAYLOR #9 SHELTER 104 OLD COUPLAND ROAD TAYLOR, TX, 78626	X	RCV	ISO - 4	2005	1	396	$794,000	$1,461,000	$0	$2,255,000	$1,502
76	354B	RCS TAYLOR #9 TOWER 104 OLD COUPLAND ROAD GEORGETOWN, TX, 78626	X	RCV	ISO - 3	2005	1	0	$164,000	$0	$0	$164,000	$109
76	999	SITE IMPROVEMENTS 104 OLD COUPLAND ROAD TAYLOR, TX, 78626		RCV	ISO - 3		0	0	$0	$0	$9,000	$9,000	$6
77	110A	RCS THRALL #3 SHELTER 7800 COUNTY ROAD 424 THRALL, TX, 76524	X	RCV	ISO - 4	2005	1	396	$624,000	$1,461,000	$0	$2,085,000	$1,450
77	110B	RCS THRALL #3 TOWER 7800 COUNTY ROAD 424 THRALL, TX, 76524	X	RCV	ISO - 3	2005	1	0	$305,000	$0	$0	$305,000	$212
77	999	SITE IMPROVEMENTS 7800 COUNTY ROAD 424 THRALL, TX, 76524		RCV	ISO - 3		0	0	$0	$0	$9,000	$9,000	$6

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
78	121	CONTENTS ONLY - EMS STATION MEDIC 22 9218 ANDERSON MILL ROAD AUSTIN, TX, 78729		RCV	ISO - 3	2014	1	0	$0	$18,000	$0	$18,000	$12
79	123	CONTENTS ONLY - EMS STATION MEDIC 32 2000 SCENIC DRIVE GEORGETOWN, TX, 78626		RCV	ISO - 3	2014	1	0	$0	$18,000	$0	$18,000	$12
80	001	TOWER RCS GRANGER #8 5690 COUNTY ROAD 327 GRANGER, TX, 76530		RCV	ISO - 3	2014	1	0	$522,000	$0	$0	$522,000	$363
80	002	COMMUNICATIONS SHELTER 5690 COUNTY ROAD 327 GRANGER, TX, 76530	A*	RCV	ISO - 3	2014	1	300	$1,201,000	$0	$0	$1,201,000	$835
80	999	SITE IMPROVEMENTS 5690 COUNTY ROAD 327 GRANGER, TX, 76530		RCV	ISO - 3	2014	1	0	$0	$0	$15,000	$15,000	$10
81	001	RCS CEDAR PARK SOUTH # 10, TOWER 1302 FIRE LANE CEDAR PARK, TX, 78613		RCV	ISO - 3	2014	1	0	$801,000	$0	$0	$801,000	$533
81	002	RCS CEDAR PARK SOUTH # 10, SHELTER 1302 FIRE LANE CEDAR PARK, TX, 78613		RCV	ISO - 3	2014	1	0	$1,201,000	$0	$0	$1,201,000	$800
81	999	SITE IMPROVEMENT 1302 FIRE LANE CEDAR PARK, TX, 78613		RCV	ISO - 3	2014	1	0	$0	$0	$10,000	$10,000	$7
82	003	WILLIAMSON COUNTY & CITIES HEALTH DISTRICT 355 TEXAS AVE ROUND ROCK, TX, 78686		RCV	ISO - 3	2002	2	25,428	$2,569,364	$0	$0	$2,569,364	$1,711
Building & Contents Total:									**$249,136,284**	**$46,809,000**	**$4,105,000**	**$300,050,284**	**$200,667**

FINE ARTS: Not Applicable

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
447	1999	EZGO	FREEDOM	1162328	10/01/2018	10/01/2019	$3,000	$3
Animal Control		**Total Items Scheduled: 1**					**$3,000**	**$3**
395	2016	KAWASAKI	MULE PRO-FXT	JKBAFSB1XGB507058	10/01/2018	10/01/2019	$15,500	$16
Emergency Management		**Total Items Scheduled: 1**					**$15,500**	**$16**

190	2005	POLARIS	RANGER 4X4	4XARD50A05D724974	10/01/2018	10/01/2019	$3,402	$3
Fleet Services		**Total Items Scheduled: 1**					**$3,402**	**$3**
179	2007	JOHN DEERE	2305	LV2305H327195	10/01/2018	10/01/2019	$8,897	$9
Health Services		**Total Items Scheduled: 1**					**$8,897**	**$9**
215	1996	CLARK	CMO H80	P365L00459416FB	10/01/2018	10/01/2019	$17,583	$18
438	2005	GENIE	Z-60/34	Z60055424	10/01/2018	10/01/2019	$42,000	$43
Maintenance		**Total Items Scheduled: 2**					**$59,583**	**$60**
188	2008	GRACO	LINEDRIVER	BA4298	10/01/2018	10/01/2019	$6,399	$7
191	2007	BOBCAT	2200	A59Z12019	10/01/2018	10/01/2019	$6,094	$6
192	2010	BOBCAT	2200	RA1039131675	10/01/2018	10/01/2019	$11,194	$11
194	2003	BOBCAT	863	514452053	10/01/2018	10/01/2019	$4,294	$4
195	2003	INGERSOLL	DD24	173445	10/01/2018	10/01/2019	$11,413	$12
196	2004	JOHN DEERE	5220	LV5220S422354	10/01/2018	10/01/2019	$14,492	$15
197	2006	JOHN DEERE	5225	LV5225S220111	10/01/2018	10/01/2019	$15,064	$15
198	1998	MASSEY FERGUSON	4243	ABCA12JHXFG06117	10/01/2018	10/01/2019	$3,943	$4
204	2002	PIONEER	1200	AD0211-127718	10/01/2018	10/01/2019	$715	$1
296	2007	NEW HOLLAND	TN95DA	HJE072474	10/01/2018	10/01/2019	$32,557	$33
362	2012	BOBCAT	S770	ATF211687	10/01/2018	10/01/2019	$53,862	$55
364	2014	BOBCAT	3400XL	4XAB3FMA7F7011042	10/01/2018	10/01/2019	$14,792	$15
365	2015	BOBCAT	3400XL	B3FM11041	10/01/2018	10/01/2019	$13,984	$14
384	2016	KUBOTA	RTVX1140	A5KD2GDBVGG014613	10/01/2018	10/01/2019	$15,084	$15
385	2016	JOHN DEERE	5085E	1LV5085ECFY410367	10/01/2018	10/01/2019	$38,951	$40
387	2016	GRACO	LINEDRIVER	BA5067	10/01/2018	10/01/2019	$10,950	$11
398	2010	BOBCAT	2200	A59Z13690	10/01/2018	10/01/2019	$12,830	$13
399	2013	BOBCAT	3400	AJNU30191	10/01/2018	10/01/2019	$10,328	$10
400	2017	JOHN DEERE	330G	1T0330GKJHF313943	10/01/2018	10/01/2019	$41,690	$42
401	2017	JOHN DEERE	330G	1T0330GKTHF313940	10/01/2018	10/01/2019	$45,123	$46
442	2018	BOBCAT	3400XL	4XAB3FMA6J8018017	10/01/2018	10/01/2019	$13,686	$14
444	2018	BOBCAT	S770	AT5A12731	10/01/2018	10/01/2019	$54,954	$56
Parks and Recreation		**Total Items Scheduled: 22**					**$432,399**	**$439**
212	2005	RAYMOND	DSS-300	DSS0506230	10/01/2018	10/01/2019	$15,097	$15
Record Management		**Total Items Scheduled: 1**					**$15,097**	**$15**
227	2007	GRACO	LINEDRIVER	BA3531	10/01/2018	10/01/2019	$2,226	$2
242	2001	CATERPILLAR	416C	4ZN24407	10/01/2018	10/01/2019	$22,911	$23
244	2006	CATERPILLAR	416E	CAT0416ELSHA00222	10/01/2018	10/01/2019	$45,398	$46

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
245	2010	CATERPILLAR	416E	CAT0416ETBWC00275	10/01/2018	10/01/2019	$71,892	$73
247	2003	CLARK	CMP30G	CMP230G-0686-6873 KF	10/01/2018	10/01/2019	$10,023	$10
249	2001	CATERPILLAR	PS150B	3XR00467	10/01/2018	10/01/2019	$19,744	$20
250	2001	ETNYRE	2WD	K5807	10/01/2018	10/01/2019	$51,786	$53
251	2002	NEW HOLLAND	RG100	79A08023	10/01/2018	10/01/2019	$36,199	$37
252	2002	CATERPILLAR	953C	CAT0953CK2ZN04491	10/01/2018	10/01/2019	$16,308	$17
253	2002	CATERPILLAR	CS563D	CATCS563H9MW00876	10/01/2018	10/01/2019	$39,983	$41
256	2003	CATERPILLAR	924GZ	CAT0924GADFZ00365	10/01/2018	10/01/2019	$39,600	$40
257	2004	CATERPILLAR	PS150B	CATPS150E3XR00782	10/01/2018	10/01/2019	$31,320	$32
258	2004	CATERPILLAR	CS563E	CATCS563PCNG00452	10/01/2018	10/01/2019	$52,965	$54
259	2004	CATERPILLAR	120H	CAT0120HCCAF00333	10/01/2018	10/01/2019	$45,415	$46
260	2005	CASE	SV212	DDD001062	10/01/2018	10/01/2019	$64,110	$65
261	2005	CATERPILLAR	120H	CAT0120HPCAF00495	10/01/2018	10/01/2019	$57,262	$58
262	2005	CATERPILLAR	420D	CAT0420DPFDP22779	10/01/2018	10/01/2019	$38,258	$39
263	2005	CATERPILLAR	953C	CAT0953CKBBX01119	10/01/2018	10/01/2019	$60,984	$62
264	2005	CASE	SV212	DDD001061	10/01/2018	10/01/2019	$55,418	$56
265	2005	CATERPILLAR	D6N	CAT00D6NPAKM01353	10/01/2018	10/01/2019	$71,159	$72
266	2006	CATERPILLAR	325C	CAT0325CCBFE01942	10/01/2018	10/01/2019	$142,270	$144
267	2006	CATERPILLAR	CS533E	CATCS533TDAK00349	10/01/2018	10/01/2019	$63,691	$65
268	2006	CATERPILLAR	CB224E	CATCB224J22401608	10/01/2018	10/01/2019	$22,147	$22
269	2006	CATERPILLAR	AP-1000D	CATAP100HEAD00138	10/01/2018	10/01/2019	$174,350	$177
270	2008	CATERPILLAR	246C	CAT0246CKJAY01302	10/01/2018	10/01/2019	$39,287	$40
271	2008	ETNYRE	2WD	K6364	10/01/2018	10/01/2019	$92,990	$94
272	2008	CATERPILLAR	PS150C	CATPS150AFPS00728	10/01/2018	10/01/2019	$56,797	$58
273	2008	CATERPILLAR	PS150C	CATPS150LFPS00729	10/01/2018	10/01/2019	$56,797	$58
274	2008	INGERSOLL	SD70D	197281	10/01/2018	10/01/2019	$60,869	$62
275	2008	INGERSOLL	SD70D	197345	10/01/2018	10/01/2019	$60,869	$62
276	2008	CATERPILLAR	PS150C	CATPS150LFPS00732	10/01/2018	10/01/2019	$66,784	$68
277	2008	VOLVO	SD70F	197453	10/01/2018	10/01/2019	$63,979	$65
278	2009	BOMAG	BW24RH	101538011090	10/01/2018	10/01/2019	$91,313	$93
279	2009	CATERPILLAR	CS54	CAT0CS54JC5R00288	10/01/2018	10/01/2019	$94,393	$96
287	2000	MASSEY FERGUSON	4243	ABCA12JHXFG37350	10/01/2018	10/01/2019	$6,225	$6
292	2005	JOHN DEERE	5525 UTILTIY	LV5525P153361	10/01/2018	10/01/2019	$16,156	$16

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
294	2005	JOHN DEERE	5525 UTILTIY	LV5525P153364	10/01/2018	10/01/2019	$16,405	$17
295	2005	JOHN DEERE	5525 UTILTIY	LV5525P153365	10/01/2018	10/01/2019	$16,370	$17
297	2008	JOHN DEERE	5603	LV5603R268546	10/01/2018	10/01/2019	$25,174	$26
298	2008	JOHN DEERE	5603	LV5603R268547	10/01/2018	10/01/2019	$25,119	$26
299	2008	JOHN DEERE	5603	LV5603R268548	10/01/2018	10/01/2019	$24,870	$25
300	2009	NEW HOLLAND	T6020	Z9BD01614	10/01/2018	10/01/2019	$74,660	$76
301	2010	JOHN DEERE	6430	L06430B655715	10/01/2018	10/01/2019	$97,994	$99
312	2001	CATERPILLAR	120H	6YN00051	10/01/2018	10/01/2019	$13,642	$14
313	2006	CATERPILLAR	140H	CAT0140HCCCA01894	10/01/2018	10/01/2019	$95,184	$97
314	2006	CATERPILLAR	140H	CAT0140HLCCA01902	10/01/2018	10/01/2019	$95,329	$97
315	2006	CATERPILLAR	140H	CAT0140HPCCA01910	10/01/2018	10/01/2019	$95,184	$97
316	2006	CATERPILLAR	140H	CAT0140HLAPM03020	10/01/2018	10/01/2019	$118,135	$120
317	2006	CATERPILLAR	140H	CAT0140HCCCA03001	10/01/2018	10/01/2019	$118,355	$120
318	2010	JOHN DEERE	672G/GP	DW672GP627399	10/01/2018	10/01/2019	$199,558	$203
322	2010	CATERPILLAR	PS360C	CATPS360VPJF00513	10/01/2018	10/01/2019	$120,585	$122
323	2011	CATERPILLAR	PS150C	CATPS150PFPS01094	10/01/2018	10/01/2019	$80,183	$81
329	2008	BOMAG	MPH364R-2	901B23001669	10/01/2018	10/01/2019	$179,198	$182
332	2008	ODESSA PUMPS	ASPHALT PUMP	JDPE4045D672460	10/01/2018	10/01/2019	$15,141	$15
343	2010	CATERPILLAR	CB24	CAT0CB24T24001290	10/01/2018	10/01/2019	$38,417	$39
344	2002	CATERPILLAR	963C	CAT0963CC2DS02088	10/01/2018	10/01/2019	$20,829	$21
345	2010	CATERPILLAR	CP56	CAT0CP56EC5P00499	10/01/2018	10/01/2019	$116,578	$118
346	2003	CATERPILLAR	924GZ	CAT0924GLDFZ00366	10/01/2018	10/01/2019	$40,533	$41
347	2004	JOHN DEERE	544H	DW544HX589040	10/01/2018	10/01/2019	$53,621	$54
349	1997	JOHN DEERE	544G	DW544GB560838	10/01/2018	10/01/2019	$9,015	$9
366	2013	CATERPILLAR	CB54B	CATCB54BJRJN00152	10/01/2018	10/01/2019	$42,504	$43
369	2013	BROCE	RJT350	408116	10/01/2018	10/01/2019	$35,396	$36
370	2014	BROCE	RJT350	408449	10/01/2018	10/01/2019	$47,500	$48
371	2014	BROCE	RJT350	408450	10/01/2018	10/01/2019	$47,500	$48
372	2014	BROCE	RJT350	409079	10/01/2018	10/01/2019	$45,266	$46
373	2013	JOHN DEERE	RJT350	1LV5101EECY540521	10/01/2018	10/01/2019	$42,956	$44
374	2013	JOHN DEERE	5101E	1LV5101EECY540292	10/01/2018	10/01/2019	$35,387	$36
375	2015	JOHN DEERE	5100E	1LV5100EAFY340188	10/01/2018	10/01/2019	$43,777	$44
376	2015	JOHN DEERE	5100E	1LV5100EVFY340187	10/01/2018	10/01/2019	$43,768	$44

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
378	2014	CATERPILLAR	140M	CAT0140MKR9M00284	10/01/2018	10/01/2019	$225,771	$229
379	2010	JOHN DEERE	672G/GP	DW672GP627399	10/01/2018	10/01/2019	$116,358	$118
380	2013	CATERPILLAR	CP56B	CATCP56BTLHC00218	10/01/2018	10/01/2019	$138,796	$141
383	2014	CATERPILLAR	CB24B	CATCB24BC42000116	10/01/2018	10/01/2019	$46,707	$47
402	2017	GRADALL	XL3100 V	3140000402	10/01/2018	10/01/2019	$328,403	$333
404	2004	GRADALL	XL3100	3140182	10/01/2018	10/01/2019	$213,345	$217
406	2007	GRADALL	XL3100	3140000194	10/01/2018	10/01/2019	$225,589	$229
415	2015	JOHN DEERE	CX15	1POCX15EPFP037660	10/01/2018	10/01/2019	$16,799	$17
416	2015	JOHN DEERE	CX15	1POCX15ECFP037663	10/01/2018	10/01/2019	$16,799	$17
417	2016	JOHN DEERE	CX15	1POCX15ELGP037832	10/01/2018	10/01/2019	$17,121	$17
418	2016	JOHN DEERE	CX15	1POCX15EJGP037825	10/01/2018	10/01/2019	$17,121	$17
421	2016	CATERPILLAR	416F2	CAT0416FCHWB00693	10/01/2018	10/01/2019	$80,722	$82
423	2015	ETNYRE	2WD	K6939	10/01/2018	10/01/2019	$173,106	$176
424	2016	BROCE	KR350	409639	10/01/2018	10/01/2019	$47,023	$48
425	2016	CATERPILLAR	M322D	CATM322DLP2T00342	10/01/2018	10/01/2019	$282,679	$287
426	2016	ETNYRE	2WD	K7038	10/01/2018	10/01/2019	$246,196	$250
427	2017	JOHN DEERE	5100E	1LV5100EPHH402118	10/01/2018	10/01/2019	$49,862	$51
428	2017	JOHN DEERE	5100E	1LV5100ETHH402120	10/01/2018	10/01/2019	$50,300	$51
432	2015	WRITGEN	WR240I	10WR.0086	10/01/2018	10/01/2019	$711,173	$722
435	2016	CHAMPION	HGR7-3K	D148611	10/01/2018	10/01/2019	$22,775	$23
437	2017	KAWASAKI	70Z7B	RYUPD770H70C85013	10/01/2018	10/01/2019	$183,791	$187
443	2018	NORAM	65E	1W90065ECJT010241	10/01/2018	10/01/2019	$183,625	$186
Road & Bridge			**Total Items Scheduled: 91**				**$7,410,072**	**$7,523**
217	2004	JOHN DEERE	GATOR	W006X4D037829	10/01/2018	10/01/2019	$807	$1
390	2007	CLARK	C30 FORK LIFT	09429645	10/01/2018	10/01/2019	$13,500	$14
391	2013	KUBOTA	KUBOTA L4600DT	L460051206	10/01/2018	10/01/2019	$22,459	$23
393	2007	HONDA	TRX680FA	1HFTE330474204692	10/01/2018	10/01/2019	$7,039	$7
394	2014	HONDA	TRX420FM2	1HFTE40D2E4001407	10/01/2018	10/01/2019	$7,018	$7
Sheriff			**Total Items Scheduled: 5**				**$50,823**	**$52**
445	2018	POLARIS	RANGER XP900	3NSRTE876JG978382	10/01/2018	10/01/2019	$15,670	$16
446	2018	CATERPILLAR	PNUEMATIC ROLLER CW16	CAT0CW16CTL500274	10/01/2018	10/01/2019	$91,709	$93
URS			**Total Items Scheduled: 2**				**$107,379**	**$109**
Mobile Equipment Total:			**Total Items Scheduled: 127**				**$8,106,152**	**$8,229**

UNMANNED AIRCRAFT: Not Applicable

Totals	Square Footage	Building Value	Contents Value	Site Improvements Value	Total Covered Values	Total Contribution
Building & Contents Total:	**1,588,305**	**$249,136,284**	**$46,809,000**	**$4,105,000**	**$300,050,284**	**$200,667**
Fine Arts Total:						
TOTAL Covered Values:					**$300,050,284**	**$200,667**
Mobile Equipment Total:					**$8,106,152**	**$8,229**
Unmanned Aircraft Total:					**$0**	

Construction Type	Coverage Basis	Special Flood Hazard Zones:		
ISO 1 – F, Frame	RCV – Replacement Cost Value	A	A99	AR/AH
ISO 2 – JM, Joisted Masonry	HIST – Historical Reproduction Cost Value	AO	AR	AR/A0
ISO 3 – NC, Light Noncombustible	ACV – Actual Cash Value	AH	AR/A	V
ISO 4 –MNC, Masonry Noncombustible	EXC – Excluded from Coverage	A1 – A30	AR/AE	V1 – V30
ISO 5 – MRF, Modified Fire Resistive		AE	AR/A1 – A30	VE
ISO 6 – FR, Fire Resistive				

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 depreciated value 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 Member Property in the United States of America.

F. **Earthquake** means a shaking or trembling of the earth that is tectonic or seismic in origin.

G. **Earth Movement** means any natural or man-made Earth Movement, including, but not limited to Earthquake, landslide, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. This definition does not include loss or damage caused by or resulting from Flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, physical damage by fire, explosion, or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this Coverage Document.

H. **Flood** means a general and temporary condition of partial or complete inundation of 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. All flooding within a continuous 168 hour period will be considered a single Flood; the beginning of such period shall be determined by the Member.

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 Property** means the location as specified on the schedule or appraisal on file with the Pool, but if not so specified, Member Property means any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by public streets, clear land space or open waterways. Member Property also includes personal property.

K. **Mobile Equipment** means a motorized vehicle including attachments or implements 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. When the term applies to loss

or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Member may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

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 Flood Hazard Area** means areas of a Flood Insurance Rate Map which are identified as Zones A, AO, AH, A1 - A30, AE, A99, AR, AR/A, AR/AE, AR/A1 - A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as Special Flood Hazard Areas as specified above, only those Flood Insurance Rate Maps which were in effect at the time of the Flood loss shall apply. Flood Insurance Rate Map means the official map of a community on which the administrator has designated the special hazards area applicable to the community.

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. **Unmanned Aircraft System** means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an Unmanned Aircraft System. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

R. **Waiting Period** means the time period where the Pool shall have no liability for the time element loss when the period of recovery applicable to all time element loss is equal to or less than such time period. If, however, the period of recovery exceeds such time period then the Pool's liability for the time element loss shall otherwise apply and the period of recovery shall be measured from the inception of the Occurrence for which loss is being claimed. The applicable deductible shall then apply.

3. MEMBER PROPERTY

The coverage under this Coverage Document applies to Member Property unless otherwise provided. This Coverage Document covers Member Property 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 Member Properties or coverages 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 Member Properties and coverages involved.

Any sublimit for Earth Movement due to 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 period.

Coverage	Sublimit
Accounts Receivable	$500,000 or as specifically scheduled
Automatic Coverage	
Newly Acquired Member Property	$5,000,000
Rental Mobile Equipment- any one piece	$100,000
Claim Preparation Fees and Expenses	$100,000
Contingent Business Interruption/ Extra Expense	$250,000
Contingent Tax Revenue Interruption	$100,000
Cosmetic Damage	$500,000
Crime	$250,000 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 Currency	Included
Debris Removal	Lesser of 25% of property damage loss or $2,500,000
Decontamination Costs	$500,000
Deferred Payments	$100,000

Earth Movement due to Earthquake	$10,000,000 annual aggregate
EDP Data & Media	$1,000,000
Equipment Breakdown, including	$50,000,000
Spoilage	$250,000
Service Interruption	$1,000,000
Business Interruption	$50,000,000
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	$50,000,000
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	$1,000,000
Fine Arts	As scheduled; not to exceed $1,000,000
Flood – as respects Member Property situated wholly or partially within Special Flood Hazard Areas	$2,500,000 annual aggregate
Flood – Except Special Flood Hazard Areas	$10,000,000 annual aggregate
Flood – as respects structures located wholly or partially within Special Flood Hazard Areas that are ineligible property under the National Flood Insurance Program	$100,000
Golf Course Greens and Tees	$1,000,000
Increased Cost of Construction	$2,000,000
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 Property	$2,500,000
Mobile Equipment	As scheduled
Mold Resulting From a Named Peril	$1,000,000
Named Storm	Total Covered Value; not to exceed $50,000,000
Personal Property of Officials and Employees	$10,000

Personal Property of Others: not subject to deductible	$2,500
Piers, Docks, Pilings, Bulkheads, and Wharves	Not to exceed $1,000,000 unless scheduled
Airport Runways	Not to exceed $250,000 any one Member Property, unless scheduled
Property in the Course of Construction and Soft Costs	$5,000,000
Valuable Papers, Records	$1,000,000
Time Element Gross Earnings and Extra Expense Leasehold Interest Loss of Rents Property Damage and Time Element combined Service Interruption Transit	 $1,000,000 $500,000 $500,000 $500,000 $500,000
Unmanned Aircraft Systems	Not to exceed $100,000 unless scheduled
Watercraft	$1,500,000

Time Limits

In addition to the time limits shown elsewhere in this Coverage Document, the following apply:

Automatic Coverage	120 Day Period
Automatic Coverage - Rental Mobile Equipment	120 Day Period
Automatic Coverage - Mobile Equipment	30 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 Member Properties 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 of Member Property at the beginning of the Coverage Document period unless otherwise noted. The Member is not required to report changes in value for existing Member Property 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 applicable deductible specified below, and only for its share of that greater amount. The deductible amount will not reduce the limit of liability.

A. Named Storm:

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.

Tier One Counties means 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).

For Member Property located in Tier One Counties, the Member's deductible 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 of the Coverage Document, of the Member Property where physical damage occurred and making a claim for loss or damage. If a claim for loss or damage resulting from a Named Storm involves loss or damage at more than one Member Property, the deductible amount will be calculated separately for each Member Property suffering loss or damage and

applied separately to the adjusted loss at each Member Property, subject to the minimum deductible of $50,000 for all such loss or damage at all Member Property combined.

Property consisting of Mobile Equipment shall not be subject to a minimum deductible for Named Storm in Tier One Counties.

For Member Property located in all other counties the all other perils deductible per Occurrence applies.

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 One 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 One 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 One Counties deductible under this Coverage Document.

For Member buildings or structures located wholly or partially in a Special Flood Hazard Area, the following separate deductibles apply individually and supersede the Two or More Deductible provision for the perils of Flood or Storm Surge resulting from a Named Storm.

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for 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.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section A. 1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section A. 2) is replaced with $100,000.

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 CCD.

Property consisting of Mobile Equipment shall not be subject to the Special Flood Hazard Area deductible detailed below.

If a claim for losses resulting from Flood, as covered and defined under the National Flood Insurance Program, includes a Member's buildings or structures located wholly or partially in a Special Flood Hazard Area the following separate deductibles apply individually and supersede the Two or More Deductible provision:

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure for real property, and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for 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.

4) If the community is participating in the Emergency Program under the

National Flood Insurance Program, $500,000 as noted within this Section B. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section B. (2) is replaced with $100,000.

C. All Other Perils

The Member's deductibles for all other perils are indicated on the CCD.

D. Mobile Equipment

The Member's deductible for Mobile Equipment is indicated on the CCD.

E. Two or More Deductibles

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 direct and physical loss for the following property, unless otherwise excluded elsewhere in this Coverage Document, anywhere within the Coverage Territory, to the extent of the Member's interest in such property.

A. Real Property, including buildings, remodeling, installations, and construction 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 officials and employees of the Member 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, towers, and Unmanned Aircraft Systems 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 Member Property 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 property damage only 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)

B. Aircraft except Unmanned Aircraft Systems, spacecraft or satellites.

C. Currency, money, precious metal in bullion form, notes, or securities.

D. Dams; canals; off shore drilling rigs; reservoirs; tunnels or bridges used by public vehicular traffic.

E. 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).

F. Land, water or any other substance in or on land; except this exclusion does not apply to loss or damage at a Member Property caused by or resulting from: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm,

smoke, tornado, vehicle impact, wind driven water, and windstorm for the following items:

1) Land improvements consisting of tunnels, or bridges (not including tunnels or bridges used for public vehicular traffic), piers, docks, pilings, bulkheads, wharves, piping, fiber optic cable, retaining walls, but not including any land beneath the property.

2) Site improvements consisting of parking lots, sidewalks, and culverts.

3) Athletic fields including necessary materials, fill, and substrate beneath such fields.

4) Water that is contained within any enclosed tank, piping system or any other processing equipment.

G. Motor vehicles licensed for road use.

H. Trailers licensed for road use, but not including trailers used for covered watercraft.

I. Overhead transmission and distribution lines located more than 1 mile from a Member Property.

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. Standing timber, growing crops, grass or sod (not including athletic fields).

3. ADDITIONAL COVERAGE

This Coverage Document includes the following additional coverage for physical loss or damage under this Coverage Document. Additional Coverage:

Is subject to the applicable limit of liability;

Will not increase the total covered 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 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 Member Property rented, leased or purchased by the Member after the inception date of this Coverage Document.

This additional coverage does not apply to property covered in whole or in part by any other coverage.

This coverage will apply until the property is reported and bound by the Pool or the time limit shown in the time limits provision in the Limits of Liability has been reached. The time limit begins on the date of rental, lease, or purchase.

With respect to automatic coverage for Mobile Equipment, Member must have Mobile Equipment coverage in place at the time of loss. Coverage is subject to the deductible as shown on the CCD.

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. CLAIMS PREPARATION FEES AND EXPENSES

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.

E. 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.

F. COSMETIC DAMAGE

Cosmetic Damage means marring, pitting or other superficial damage that altered the appearance of a roof or roof structure, but not the intended function of the roof or roof structure. The intended function of a roof or roof structure is to prevent the penetration of water into a building or structure.

F. DEBRIS REMOVAL

This Coverage Document covers the reasonable and necessary costs incurred to remove debris from a Member Property 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.

G. 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.

H. 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 Member.

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.

I. EARTH MOVEMENT

This Coverage Document covers physical loss or damage caused by or resulting from Earth Movement.

All Earth Movement within a continuous 168 hour period will be considered a single Earth Movement; the beginning of such period shall be determined by the Member.

J. EVACUATION EXPENSE

In the case of actual or imminent 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, inmates, and juvenile detainees from a Member Property and will cover the reasonable and necessary expenses to return the patients, inmates, and juvenile detainees.

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 Member Property. 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 patients, inmates, and juvenile detainees 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 Member Property:

   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 manuscripts; paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; murals; 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. GOLF COURSE GREENS AND TEES

This Coverage Document covers loss to golf course greens and tees (including practice greens and tees as well as sand traps and bunkers) caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, hail, lightning, Named Storm, smoke, tornado, vandalism or malicious mischief, vehicles, and windstorm.

Drought, freeze, Mold, Fungus, disease or rot is specifically not covered by this extension.

This Coverage Document covers the cost for debris removal and time element and does not increase the limits of liability that apply with this additional coverage extension.

Q. 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 Member Property, 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 Member Property 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.

R. 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 Member Property 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 Member Property covered for personal property only; or

2) When the Member fails to give written notice of loss to the Pool within 180 days after inception of the loss.

S. LANDSCAPE IMPROVEMENTS

This Coverage Document covers loss to shrubs or trees caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water and windstorm.

T. LAW ENFORCEMENT DOGS AND HORSES – MORTALITY, THEFT AND LOSS OF USE

Animal means a dog or horse 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 during the course and scope of duties of the Animal.

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 Mortality 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 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, unless it is performed by a licensed veterinarian and certified as required in an attempt to prevent Mortality or Humane Destruction of an Animal;

    b. Mysterious disappearance or escape;

    c. Intentional destruction, except Humane Destruction or if the Pool agrees to the destruction;

    d. Destruction as a result of governmental order, due to exposure to or contraction of any communicable disease;

    e. Voluntary parting with the title or possession of the Animal because of fraud, trick, or false pretense; or

    f. Mortality 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 and details of costs associated with acquisition and initial training of the Animal including the cost associated with veterinarian fees and expenses.

4) Loss of Use: If a Member loses the use of an Animal due to a covered claim, 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 events and 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.

U. MISCELLANEOUS UNNAMED PROPERTY

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.

V. MOLD RESULTING FROM A NAMED PERIL

Unless otherwise excluded elsewhere in this Coverage Document, this Coverage Document covers 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 an Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind-driven water, and windstorm 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.

Valuable Papers & Records and EDP Media affected by Fungus, Mold, mildew or yeast, or any Spores or toxins created or produced by or emanating from Fungus, Mold, bacteria, mildew or yeast are not subject to the named peril provision above.

W. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS

This Coverage Document covers projects in the course of construction subject to the sublimit in the Limits of Liability. This additional coverage also covers the reasonable and necessary Soft Costs.

This coverage will apply until the Member Property 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.

X. 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.

Y. SERVICE INTERRUPTION PROPERTY DAMAGE

1) This Coverage Document covers physical loss or damage to covered property at a Member Property 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.

Z.TRANSIT

1) This Coverage Document covers Member 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 Member 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;

   c. Waterborne shipments, unless:

      i) By inland water; or

      ii) By coastal shipments;

d. Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.

e. 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;

f. Any transporting vehicle; and

g. Property shipped between continents, except by land or air between Europe and Asia.

h. 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

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.

Valuable Papers & Records and EDP Data & Media Exclusions:

This Coverage Document does not cover:

1) Errors or omissions in processing, programming or copying unless physical damage not excluded by this Coverage Document results, limited to the resulting damage; or

2) 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 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 Property, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the

Member Property.

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 Property, 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 Property, limited to the resulting damage that is covered.

5) The unlawful possession, use, release, discharge, dispersal or disposal of any chemical or similar agent 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 thereto.

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) Changes of temperature damage (except to machinery or equipment); or 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.

3) Fungus, Mold(s), mildew or yeast; or any Spores or toxins created or produced by or emanating from such Fungus, Mold(s), mildew or yeast;

a. **Fungus** means, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including Mold(s), rusts, mildews, smuts and mushrooms;

b. **Mold(s)** means, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce Mold(s);

c. **Spores** means any dormant or reproductive body produced by or arising or emanating out of any Fungus, Mold(s), mildew, plants, organisms or microorganisms.

4) Asbestos material defects, treatment, abatements or removal.

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** means 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 Member to conduct business.

4) The failure of any of the following, whether owned by you or others:

a. Data processing equipment, software, data, or media;

b. Hardware or software based computer operating systems;

c. Microprocessors;

d. Integrated circuits; or,

e. Any other electronic equipment, computerized equipment, or similar devices;

due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time.

F. PRIVACY OR SECURITY EVENT 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 Privacy or 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.

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.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; 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.

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 Member Property, 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 period 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 Member Property 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 means 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 tenantable 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.

Loss recovery after deductible is limited to the coverage sublimit.

2) Deductible: Each loss or series of losses arising out of one event at each Member Property 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 Property 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 Member Property, 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 Property 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 Member Property 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 Property to which access is prohibited.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the time limits provision in the Limits of Liability.

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 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. 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.

H. 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 Member Property 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 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 Member Property 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. At any Member Property;

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 Property and the order is the direct result of physical damage of the type covered against under this Coverage Document at the Member Property or within five miles of it, the period of time starting at the time of physical damage, not to exceed the time limits 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 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 Property;

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. 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 Interruption	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

2. 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 Interruption:

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.

3. DEFINITIONS RELATING ONLY TO THIS SECTION

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.

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.

B. **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.

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, 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.

C. **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.

D. **Data** means

1) Programmed and recorded material stored on Media; and

2) Programming records used for electronic Data processing, or electronically controlled equipment.

E. **Hazardous Substance** means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

F. **Media** means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic Data processing equipment.

G. **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.

H. **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 Member Property, 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 Member Property 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; or

2) The cost to replace the item.

H. On Mobile Equipment and watercraft (including trailer), 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 manufacturer's model year.

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 manufacturer's model year, but not more than the amount scheduled;

4) If not repaired or replaced, the Actual Cash Value; or

5) The scheduled value.

The cost to repair or replace a trailer that is attached to a covered watercraft will not exceed $1,500.

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 Cost 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 Member Property 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 Member Property under this Coverage Document.

This provision does not extend to 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) This Coverage Document does not cover loss or damage that the Member fails to report to the Pool no later than two years after the date of loss.

3) Protect the property from further loss or damage;

4) 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 Member Property 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 personal 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 means 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 means 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 remises:

(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 1) 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 1) 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. TRANSFER OF INTEREST

   A. The Member shall not transfer interest in any losses, payments for such losses, or claims for any such losses to any third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors.

   B. Any action by the Member which grants or attempts to grant to any third party an interest in or control over any claim or loss payable resulting from covered damage to real or personal property will immediately suspend any obligation by the Pool to make any additional payment for such otherwise covered damages.

   C. The obligation of the Pool to make any such payments shall not be restored unless and until the Member provides the Pool with evidence reasonably satisfactory to the Pool that any such transfer or attempt to transfer an interest in or control over such loss or claim to a third party has effectively been terminated.

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 Member Property, for purposes of the Contribution with other insurers, will be the latest amount described in this Coverage Document or the latest Member Property 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.

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 Member Property 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 Member incurs should the Member 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** means 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.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

INVOICE

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Invoice Due Date: October 1, 2018
Invoice #: 23227
Coverage #: PR-2460-20181001-1
Coverage Period: October 1, 2018 - October 1, 2019
Member Number: 2460

Contribution for the coverage below is now due.

Coverage	Contribution Due
Property	$220,908
Total Due:	**$220,908**

Invoice Due Date: October 1, 2018
Invoice #: NRCN-23227-PC
Contribution Due:$220,908
Amount Enclosed: _____

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

If the total amount enclosed is not $220,908,
please use the notes section below to explain:

_____

_____

_____

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

08/17/2018

Texas Association of Counties Risk Management Pool

Property Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2018 through October 1, 2019

This 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
Property Limits	*TOTAL COVERED VALUE*		
All Other Perils- any other covered loss except those addressed with separate deductibles	$300,050,284	$25,000	$200,667
Coverage with Increased Limits	*Sublimits*		
Gross Earnings and Extra Expense	$5,000,000	$25,000	$2,639
Coverage with Separate Deductibles	*Sublimits*		
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	$2,500,000	Not to exceed $500,000 per building Not to exceed $500,000 per contents	Included
Flood- Except Special Hazard Zones	$10,000,000	$25,000	Included
Earthquake	$10,000,000 Annual Aggregate	$25,000	Included
Equipment Breakdown	$50,000,000	$25,000	Included
Law Enforcement Animals	$30,000	$1,000	Included
Crime	$500,000	$1,000	$9,373
Optional Coverage			
Mobile Equipment	As Scheduled	$1,000	$8,229
PROPERTY CONTRIBUTION		$220,908	

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

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

INVOICE

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Invoice Due Date: October 1, 2018
Invoice #: 23226
Coverage #: CAS-2460-20181001-1
Coverage Period: October 1, 2018 - October 1, 2019
Member Number: 2460

Contribution for the coverage below is now due.

Coverage	Invoice Number	Contribution Due
Auto Liability	NRCN-23226-AL	$116,612
Auto Physical Damage	NRCN-23226-AP	$120,996
Law Enforcement Liability	NRCN-23226-LE	$273,029
Public Officials Liability	NRCN-23226-PO	$200,137
Total Due:		**$710,774**

Payment Remittance Form

Invoice Due Date: October 1, 2018

Invoice Number	Contribution Due
NRCN-23226-AL	$116,612
NRCN-23226-AP	$120,996
NRCN-23226-LE	$273,029
NRCN-23226-PO	$200,137
Total Due:	**$710,774**

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

If the total amount enclosed is not $710,774,
please use the notes section below to explain:

_____

_____

_____

Amount Enclosed: _____

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

08/17/2018

Texas Association of Counties Risk Management Pool

Liability Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2018 through October 1, 2019

This 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
Bodily Injury Liability - Each Person Bodily Injury Liability - Each Accident Property Damage Liability - Each Accident	$100,000 $300,000 $100,000	$1,000	$116,612
Included Coverage			
Personal Injury Protection	$5,000	No deductible	Included
AUTO LIABILITY CONTRIBUTION			**$116,612**

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	$2,500	$120,996
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			**$120,996**

LAW ENFORCMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability		10/01/2016	$2,000,000 Per Claim $2,000,000 Aggregate	$25,000	$264,734
Optional Coverage					
District Judge		10/01/2016	Per Endorsement		$5,295
Unmanned Aircraft	Number of Unmanned Aircraft: 4	10/01/2018	Per Endorsement		$3,000
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 Juvenile Probation Department Williamson County Sheriff's Office					
LAW ENFORCEMENT LIABILITY CONTRIBUTION					**$273,029**

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	09/01/2013	$2,000,000 Per Claim $2,000,000 Aggregate	$25,000	$188,417
Privacy or Security Event Liability and Expense Coverage	10/01/2017	$2,000,000 General Aggregate	$25,000	
Optional Increased Sublimit				
Back Wages	09/01/2013	$100,000 Per Claim $250,000 Aggregate		$4,183
Optional Coverage				
District Judge	09/01/2013	Per Endorsement		$3,768
District Attorney - Malicious Prosecution	09/01/2013	Per Endorsement		$3,768
Split Coverage Retroactive Coverage Dates				
Privacy or Security Event Liability and Expense Coverage	05/01/2015	$1,000,000 General Aggregate		
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				$200,137

TOTAL CONTRIBUTIONS	$710,774
This is not an invoice. An invoice will be submitted to the Pool Coordinator.	

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.

Property Schedule Verification

Yes, I have reviewed Williamson County's Property and Mobile Equipment Schedule and I have made corrections and updates which are incorporated into this Property Renewal Questionnaire.

Acknowledgement and Acceptance

Member acknowledges that the information submitted in this questionnaire and Property, Mobile Equipment, and Fine Arts Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the member is as described in the Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to the Member.

Member acknowledges and agrees that any property marked as Excluded on the attached Property Schedule, or identified as Excluded by the MEMBER as an update to the attached property schedule, will not be provided coverage by the Pool during the Coverage Period.

If the Member makes no changes, the Pool will assume the Member is requesting renewal on the same property, fine arts and mobile equipment as the previous applicable Coverage Period. MEMBER understands that any failure to fully and accurately answer the questionnaire and update the attached schedule may result in the denial of coverage provided by the Pool.

Signature of County Judge or presiding official of the Political Subdivision

Date

Acknowledgement and Acceptance

Williamson County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Memeber acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.

_____ _____

Signature of County Judge or presiding official of the Political Subdivision Date

Commissioners Court - Regular Session **43.**

Meeting Date: 09/25/2018

Southwest Solutions Group Preventative Maintenance for JP4 Spacesaver System

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Preventative Maintenance & Service Program Agreement for the Spacesaver System for Justice of the Peace Precinct No. 4 between Williamson County and Southwest Solutions Group, for the amount of $1,444.31 covering the term October 1, 2018 - September 30, 2019.

Background

This is an annual maintenance and service agreement for the Justice of the Peace, Pct. 4's Spacesaver System. The carriages store the court's case files. This is the maintenance that JP 4 has had since 2008. The cost of this plan covers 100% labor and parts charges for one scheduled PM at no charge. The agreement includes travel, mileage to and from for all service calls and PM visits. Just one service call without the agreement would be more expensive due to travel time plus mileage, labor, parts, etc. The budget line item is 01.0100.0454.004500 and was approved in the FY19 budget and will be paid out of the FY19 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Southwest Solutions Group Preventative Maintenance Agreement renewal

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:32 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:50 AM
Form Started By: Dianne West		Started On: 09/18/2018 11:33 AM
Final Approval Date: 09/20/2018		

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

SERVICE AGREEMENT PROGRAM

Williamson County
211 West 6th Street
Taylor, TX 76574
JP Precinct 4

COVERED ITEMS

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on system(s):

Serviceable Item	Serial Number	Manufacturer	Product Type	Location
697	SSC Ack 369729, 8 Carriages		Mechanical Assist	LSMA Job 415-7-6640

SERVICE LEVEL OPTIONS

☐ Platinum (Preventative Maintenance, Labor, and Parts Program)

* One scheduled Preventative Maintenance inspection per year.
* Covers 100% of all Labor Service charges for repairs.
* Covers 100% for all parts required as a result of normal wear & tear.
  Does not include operator error or misuse.
* Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment:
Program effective dates: 10/1/18 through 9/30/19 **$1,444.31**

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total.

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at www.southwestsolutions.com for more products & services.

Sincerely,
Chelsea Brown
Direct: 972-331-8876
Cell: 214-998-0045
Fax: 888-980-8177
chelseabrown@southwestsolutions.com

Services to be performed by SSG authorized factory-trained personnel.

Inspection & Testing of:

Electrical Systems
* Safety Features
* Electrical Wiring & Switches
* Mechanical & Logical Controls
* Anti-Tip Devices
* Carriage Limit Switches
* Floor & Overall Operation
* Ease of Movement

Mechanical Assist Systems / Manual Systems
* Anti-Roll Locking Pin
* Turn-Handle Assembly
* Tension of chain on turn handle drive
* Mechanical Safety Features & Controls
* Shelving Anchors
* Ease of Movement
* Loose Hardware & Fasteners

Lubrication & Adjustment of: (All Systems)
* All Moving Parts, Chains & Rails
* Limit Switches

General Maintenance & Cleaning of:
* Floor & Tracks
* Face Panels & Controls

Inspection Report:
* Communication of inspection findings to the customer

Scheduled maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls throughout the effective dates of agreement.

To schedule service please call Paul Stanko at 800-803-1083 ext. 9778 or via email PStanko@southwestsolutions.com. You can also request service from our website, www.southwestsolutions.com by clicking on the "request service" link at the top of the page.

ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Williamson County, JP Precinct 4

When accepted please **CHECK** the option of choice, authorize below, and return a copy to Southwest Solutions Group via email chelseabrown@southwestsolutions.com or via fax (888) 980-8177 to the attention of CHELSEA BROWN, please retain original for your records.

Accepted by: _____ Date: _____

Title: _____

Bill-To Address: _____

City: _____ State: _____ Zip code: _____

Purchase Order # if appropriate: _____

Attention Accounts Payable: _____

If paying by Visa, Master Card, or American Express:

Full Name on Card: _____

Credit Card #: _____ Exp. Date: _____

OTHER NOTES

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

Southwest Solutions Group

By: _____

Printed Name: J. Calvin Miller

Title: CFO/COO

Date: 8/28/2018

Commissioners Court - Regular Session **44.**

Meeting Date: 09/25/2018

Armored Courier Service renewal 1605-078

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Armored Courier service contract #1605-078, for the term of October 1, 2018 - September 30, 2019, with Dunbar Armored, Inc., for the same pricing, terms and conditions as the existing contract, with the exception of pricing revisions shown per the Exhibit "A" defining "Per Month Per Location."

Background

This contract is for armored courier services with Dunbar Armored, Inc supporting multiple locations within Williamson County. This is the second, and last, renewal option period available on this contract and is covering the term October 1, 2018 - September 30, 2019. Monthly cost including all locations will be $5,638.67 The funding source on the FY19 Budget is Courier Service 01-0100-0497-004300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:57 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Dianne West		Started On: 09/18/2018 01:22 PM
Final Approval Date: 09/20/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	**Department:**	Williamson County Treasury Office
Vendor Name:	Dunbar Armored, Inc		
Vendor Address:	50 Schilling Road, Hunt Valley, MD 21031		
Purpose/Intended Use of Product or Service (summary):			
Armored Courier Service (RFP#1605-078)			
P.O./Contract Number:	48000883	**Effective Date:**	10/01/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2019
Requested By:	D. Scott Heselmeyer, Williamson County Treasurer		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal (Dunbar Armored, Inc. Service Contract #48000883) for the same pricing, terms and conditions as the existing contract, with the following revisions:**
  1. **The parties agree that the Contract is to be extended for the second year renewal option period, from October 1, 2018 through September 30, 2019.**
  2. **Section 13 of the Terms and Conditions is amended to delete each reference to "the effective date" in such section and replace each such reference with "October 1, 2018".**
  3. **Beginning October 1, 2018, the "Per Month Per Location" charges are amended as set forth in Exhibit "A" attached hereto. All other pricing elements shall remain unchanged.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - PROVIDE A RENEWED CERTIFICATE OF INSURANCE WITH COVERAGE PERIOD FOR RENEWAL TERM

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Dunbar Armored, Inc.
Name Seth McElroy
Title SVP Admin + MKTG
Signature Seth McElroy
Date 8/22/18

Williamson County, 710 Main St., Georgetown, TX 78626
Dan A. Gattis
Williamson County Judge
Signature _____
Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

EXHIBIT A

Dunbar Armored October 1, 2018 Pricing - Per Month Per Location Charges Only

Location on Bid Sheet	Location	Address	City	Current Monthly Charge	New Monthly Charge after 10/1/2018
1	Justice of the Peace #4	211W 6th St	Taylor	$315.35	$323.23
2	WC Justice Center	405 MLK Jr. Blvd	Georgetown	$524.70	$537.82
3	WC Sheriff's Office	508 Rock Street	Georgetown	$524.70	$537.82
4	WC Tax Assessor	904 Main Street	Georgetown	$384.78	$394.40
5	Williamson County Annex	350 Discovery Blvd.	Cedar Park	$384.78	$394.40
6	Williamson County Annex	412 Vance Street	Taylor	$384.78	$394.40
7	Williamson County Courthouse	710 Main Street	Georgetown	$384.78	$394.40
8	Williamson County Annex	301 SE Inner Loop	Georgetown	$384.78	$394.40
9	Health Department RR	211 Commerce Cove	Round Rock	$254.93	$261.30
10	WC Health District	312 Main Street	Georgetown	$254.93	$261.30
11	Williamson County Annex	1801 E Old Settlers Blvd.	Round Rock	$384.78	$394.40
12	Wc Juvenile Facility	1821 SE Inner Loop	Georgetown	$186.03	$190.68
13	WC Maintenance Facility	3151 SE Inner Loop	Georgetown	$186.03	$190.68
14	WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown	$186.03	$190.68
16	Southwest Regional Park	219 Perry Mayfield	Leander	$429.30	$440.03
17	Central Texas Treatment Center	601 N Alligator St,	Granger	$229.49	$235.23
22	Williamson County Expo Center	210 Calos G Parker Blvd NW	Taylor	$100.98	$103.50
TOTAL				$5,501.15	$5,638.67

Commissioners Court - Regular Session **45.**

Meeting Date: 09/25/2018

McLemore Building Maintenance Custodial Services renewal

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on extending Custodial Services Agreement, Renewal 2, with McLemore Building Maintenance, for the same pricing, terms and conditions as the existing contract, with the exception of department approved pricing changes for identified contracted items, per the attached pricing documentation, inclusion of Security Addendum, and Specification and Scope of Service, for the term of October 1, 2018 - September 30, 2019.

Background

This is the second extension for this contract with McLemore Building Maintenance. The Facilities department requested renewal of this agreement and provided a Vendor Performance Report (VPR) showing that the vendor met all County requirements on the contract. This was approved on the FY19 budget under Janitorial Services, funding source line item 100-0509-4962, with overall budget of $1,400,000 in this line.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Summary Agreement McLemore Building Maintenance renewal 2

McLemore Building Maintenance contract pricing, specifications and security addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 10:57 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Dianne West		Started On: 09/18/2018 03:18 PM
Final Approval Date: 09/20/2018		

WILLIAMSON COUNTY

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	McLemore Building Maintenance, Inc		
Vendor Address:	110 Fargo St., Houston, TX 77006		
Purpose/Intended Use of Product or Service (summary):			
Services Contract for Custodial Services			
P.O./Contract Number:	170104	**Effective Date:**	10/01/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2019
Requested By:	Christi Stromberg, Facilities Contract Coordinator		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of updates to include the new TIPS interlocal agreement number, incorporating Security Addendum, updated Janitorial Services for Williamson County Specifications and Scope of Services with revised pricing where indicated on page 2, under pricing structure phase 1:1.B, and floor work services separately priced in Pricing Structure Phase 1:3 on page 3.**

- **Extend Contract for the second (#2) of two (#2) one-year renewal option periods:**

Renewal Option Period 2	October 1, 2018 – September 30, 2019
Renewal Option Period 1	October 1, 2017 – September 30, 2018
Initial Contract Period	June 3, 2017 – September 30, 2017

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor McLemore Building Maintenance, Inc.

Name Curtis McLemore

Title CEO

Signature _____

Date September 18, 2018

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

McLemore
Building Maintenance

INTEGRITY | EXPERTISE | RESULTS

Streamlined solutions for janitorial operations at

WILLIAMSON COUNTY

Submitted by:
Richard B. Rodriguez, VP of Operation

September 12, 2018

Contract Pricing- Custodial, Consumables and Floor Work

McLemore has comprehensively reviewed and discussed the expectations along with comparing the specifications and scope of services with the Facilities Contract Administration and Director of Facilities Contract Administration during scheduled meetings starting in July 2018. We have reviewed labor standards and productivity rates, broken wages out by class and compared competitive rates based on sites serviced in the area. Additionally, we included benefits, taxes and insurance costs to provide a competitive gross labor cost.

Pricing Structure Phase I:

1. Custodial Service for Williamson County
   A. Effective October 1, 2018, monthly cost for Williamson County*:..... $79,317.42/mo.
      a. See page 5 for approved Williamson County buildings broken down for monthly expense tied to custodial services that total the above monthly expense.
   B. Pricing for custodial services increase include:
      i. Adding one (1) additional Day Porter assigned to Justice Center.
      ii. Adding one (1) additional Day Porter assigned to Georgetown Annex.
      iii. Adding two (2) night supervisors to oversee and ensure nightly custodial services are completed within scope of contract.
      iv. Adding one (1) additional custodial services van for increased staff.
      v. Increasing custodial hourly wage from $9.00 to $10.00.
      vi. Includes Sunday route building custodial services for public restrooms and meeting rooms: Round Rock B, Emergency Services Operation Center, Georgetown Annex (when building becomes occupied – areas currently cleaned at Central Maintenance Facility), Historical Courthouse, Round Rock Jester, Sheriff Office Admin/Jail;
      vii. Five (5) day per week cleaning of all requested buildings listed in the contract, including all trash and approved recycling containers emptied and appropriate liners replaced; and
         a. Exception: Buildings identified in contract for buildings that have areas reserved or used on weekends.
   C. Cleaning of additional Williamson County buildings outside of original scope of services and Expo events will be billed separately. Pricing under Additional Services.
2. Consumables and dispensers are included in contract pricing. Exceptions: Consumables for Expo events and Gun Range will be billed separately to both departments for payment.
   a. See page 6 for Consumable pricing.

3. Floor Work Services:.....$15,900/mo

   a. Williamson County buildings schedule currently working with facilities to create.

      i. All floor work completed has to be approved by Williamson County Facility Contract Administration and or Director of Facilities.

      ii. If unforeseen circumstances where to arise monthly expenditures will be adjust accordingly. Floor schedules will be schedule with Facility coordinator and Floor Tech Supervisor monthly to assure task is scheduled and completed in a timely manner.

   b. Pricing for Floor Tech services increase include:

      1. Adding four (4) floor tech specialist; beak down to include:

         a. One (1) Floor tech Lead/Supervisor

         b. Three (3) floor tech specialist/assistant

      2. Adding one (1) or more dedicated Floor Tech vehicles to transport floor equipment.

Pricing Structure Phase II:

a. All custodial and floor services detailed in Phase I above; and

b. Added Animal Shelter 5,365 SF= Monthly cost: $590.15, upon completion once opened in 2019.

c. Georgetown Annex 55,575 SF = Monthly cost: $6,113.25

Additional Services

Events/ Extra Work.....$20.00/hr.

Strip and Wax Hard Floor Surfaces.....$ 0.25/ SF.

Strip and Recoat Hard Floor Surfaces.....$0.20/ SF.

Carpet Extraction Pricing.....$0.14/ SF.

Additional buffing above frequencies Pricing.....$0.04/ SF.

* Sales tax are not applicable with this contract. Pricing includes cleaning chemicals and equipment, consumable supplies for areas within Scope of work. All pricing outlined in this contract reflects a discount of 5% for cash or check payment. If payment is made via credit card, a price increase of 5% will be applied and billed back to client. In the event McLemore Building Maintenance, Inc. and client have agreed in advance to payment using a credit card, the 5% increase will be added to the original invoice to avoid a bill back invoice. If client contracts with a 3rd party for billing which will require McLemore to utilize, then McLemore will invoice the fee back to the client.

What additional information would you need to determine that McLemore is the best choice as Williamson County's service provider?

Thank you for the opportunity to offer exceptional value to Williamson County.

We look forward to building a partnership as Williamson County Provider of Choice.

A. Monthly Expenditure per Building for Custodial Services:

Building Name	Cleanable SF	Monthly Cost	
WCJC	161,000	$ 20,930.00	
Central Main	13,754	$ 1,788.02	
Cedar Park Annex	30,147	$ 3,617.64	
Taylor Annex	16,151	$ 1,938.12	
Round Rock Jester	26,200	$ 3,406.00	
Innerloop	33,345	$ 4,001.40	
Historic Courthouse	20,549	$ 2,671.37	
GT Health Dept.	6,800	$ 816.00	
Taylor Health Dept.	16,151	$ 1,938.12	
Round Rock Annex	24,000	$ 2,880.00	
Sheriff Adm/Jail Pub RR	19,882	$ 2,385.84	
CSCD Adult Probation	8,930	$ 1,071.60	
Tax Office	14,711	$ 1,765.32	
JP Pct. 4	3,751	$ 450.12	
Wilco Regional Animal	5,365	$ 643.80	
Historical Museum	3,800	$ 456.00	
Children Advocacy	5,225	$ 627.00	
Public Safety Bldg.	2,375	$ 285.00	
Lott Building	4,750	$ 570.00	
Facilities Services Center	3,800	$ 456.00	
Sheriff Office Eastside	1,333	$ 159.96	
Commissioner Pct. 3	1,140	$ 136.80	
Hutto Annex	6,787	$ 814.44	
Health Dept. Education	1,710	$ 205.20	
TABC / Game Warden	475	$ 57.00	
Animal Shelter Addition	5,365	$ -	$ 590.15
Georgetown Annex	55,575	$ -	$ 6,113.25
Parking Garage	400	$ 40.00	
Hutto Community Room	1,482	$ 177.84	
Juvenile Justice	68,995	$ 8,969.35	
CMF Sign Ship	5,515	$ 661.80	
ESOC	18,000	$ 2,160.00	
Park HQ	2,822	$ 338.64	
Texas Ave	23,473	$ 2,816.76	
Expo Center	8,455	$ 1,014.60	
SO Training Center	22,777	$ 2,733.24	
Fleet Addition	3,021	$ 362.52	
Wireless Comm	9,482	$ 1,137.84	
Inspection	5,311	$ 637.32	
EMS Training	34,056	$ 4,086.72	
San Gabriel Animal Park	500	$ 60.00	
Gun Range	417	$ 50.04	
Total Montly Pricing		$ 79,317.42	
Total Annual Pricing		$ 951,809.04	

ITEM #	UOM	DESCRIPTION	PRICE
Liner			
124645	250/Cs	37 x 46 14 Mic Natural	$ 27.54
10080343	250/Cs	40 x 46 12 Mic Natural	$ 25.30
10080344	500/Cs	30 x 35 8 Mic Natural	$ 19.33
10083508	1000/Cs	24 x 31 6 Mic Natural	$ 21.13
Paper Product			
325581	4000/Cs	MB540A White M/F Towel	$ 21.99
325566	6 Rl/CS	290088 Tork-matic Brown Basic Roll Towel	$ 38.04
325708	6 Rl/CS	RK800E 7-3/4" X 800' Natural Roll Towel	$ 25.55
325716	6 RL/CS	290089 7 3/4" x 700' White Roll Towel	$ 41.69
10046626	12 Rl/Cs	TJ0922A Tork 2Ply 9"JRT	$ 32.75
10051507	36 RL/CS	110292A 3.9"x3-3/4" Tork 2 Ply TT	$ 46.14
10052779	12 RL/CS	RB350A 7-3/4" X 350' White Roll Towel	$ 28.01
10056433	12 Rl/Cs	11020602 Tork Mini Jumbo 2 Ply TT	$ 43.87
10058226	96 Rl/Cs	TM1616S Tork Universal 2ply White TT	$ 43.03
Hand Soap			
921813	4- 1 Gal/CS	1807-04 1 Gal Pink Skin Cleanser	$ 31.14
10041455	2-1200ml/Cs	5361-02 TFX Lavender Foaming Soap w/ Condit	$ 27.47
10080000	12- 800ML /CS	800 ML Pink Lotion Hand Soap	$ 31.31
10091957	2- 1200ml / Cs	1916-02 1200ML Pomeberry Foam Hnd Wsh	$ 39.64
921100	4- 1 gal/case	88047 DIAL 1GAL ANTIMIC LIQUID SOAP	$ 58.94
10078873	4- 1 gal/case	9635 SOFT TOUCH 1GAL LIQUID HAND SOAP	$ 21.06
Mops/Brooms/Wipers/Duster/Brushes			
626987	Each	C11 60" Flat Handle	$ 4.75
10058094	Each	150 White Value-Plus Toilet Bowl Caddy	$ 2.30
904168	Each	Bowl Mop	$ 0.61
10097205	Each	Radiance Black Poly Lobby Broom	$ 5.30
10097204	Each	Radiance Black Lobby Dust Pan	$ 9.28
913009	Each	1 x 60 Clip On Dust Mop Handle	$ 7.10
913305	Each	C14W 1" x 60" Jaws WD Handle	$ 7.31
915625	Each	Large Angle Broom Plastic	$ 6.48

915902	Each	4067400 7"Brush w/1/2" Nylon Bristle	$ 3.83
919219	Each	5 x 24 Dust Mop Frame	$ 3.74
919226	Each	5 x 36 Dust Mop Frame	$ 4.54
919264	Each	5 x 24 Dust Mop Head Slot Pocket	$ 7.16
919269	Each	5 x 36 Dust Mop Head Slot Pocket	$ 9.59
962746	12/Bx	Pumice Sticks	$ 34.37
972341	Each	#24 Rayon Cut End Mop Head	$ 5.05
972809	Each	Med Blue Loop Mop	$ 6.33
972816	Each	Lg Blue Loop Mop	$ 7.88
973803	Each	700L Blue & White Finish Mop	$ 8.52
10097211	Each	Radiance 44 Gallon Gator Container	$ 33.79
10060606	Each	7705 Yellow Vinyl Gator Caddy Bag	$ 38.36
10060610	Each	7704 Black Gator Dolly For 22-32-44-55 Gallon	$ 35.41
10045103	Each	18" Blue Wet Flat Mop	$ 3.48
10097213	Each	Radiance Yellow Side Press Combo Bucket/Wringer	$ 69.47
10068630	Each	18" Red Wet Flat Mop	$ 3.48
10086696	Each	16 x 16 Blue Microfiber Cloth w/ MBM Logo	$ 0.83
10086697	Each	16 x 16 Red Microfiber Cloth w/ MBM Logo	$ 0.83
10086698	Each	16 x 16 Green Microfiber Cloth w/ MBM Logo	$ 0.83
10093713	Each	LBH18 Silver/Orange Bucketless Handle	$ 42.08
10093715	Each	LBH18B Replacement Bottle	$ 7.06
10068618	Each	lwgs18 18" Green Microfiber Wet Mop	$ 3.48
10111141	each	18"MICROFIBER FRAME W/HANDLE - Desktop Cleaner	$ 16.39
10122444	each	RADIANCE 44GAL GRY CONT W/BLK DOLLY	$ 62.10
10075791	Each	3148 33"-45"EXTENDABLE MICROFIBER DUSTER	$ 7.85
Floor Pads, Hand Pads, Squeegees, Scrapers, Putty Knives			
10090341	24 per Case	Mr Clean Magic Eraser Pads	$ 28.45
912949	Each	1 1/4" Putty Knife	$ 1.48
960062	5 per Case	20317 3500 27"TAN NAT BLEND PAD	$ 71.20
960082	5 per Case	25863 3600 27"ERASER BURNISH PAD	$ 81.52
962655	Each	6472B 20511 DOODLEBUG PAD HOLDER BULK	$ 18.46
962662	10 BOX	8550 DOODLEBUG BLK HIGHPRO PAD	$ 29.38
963264	5 per Case	7300 20" HIGHPRO PAD	$ 61.39

10098758	5 per Case	RADIANCE 20"WHT POLISH PAD	$ 15.51
10099050	5 per Case	RADIANCE 20"BLK STRIPPING PAD	$ 15.51
10099053	5 per Case	RADIANCE 20"RED BUFFING PAD	$ 15.51
10099055	5 per Case	RADIANCE 13"RED BUFFING PAD	$ 8.90
10099063	5 per Case	RADIANCE 20"BLU CLEANING PAD	$ 15.51
10099067	5 per Case	RADIANCE 13"BLK STRIPPING PAD	$ 8.90
10099074	5 per Case	RADIANCE 13"WHT POLISHING PAD	$ 8.90
Hygiene, Spec. Restroom			
323777	5000/Cs	50RA 1/2 Fold Seat Covers	$ 42.22
10056101	500/Cs	Naturelle Tampons	$ 80.45
939364	4 / 7oz/Cs	Linen Fresh Air Freshener R/M	$ 48.06
982868	250/Cs	RM6141 Waxed Sanitary Liners	$ 32.02
10068636	250/Cs	25189973 Naturalle #4 Maxipad w/ Wings	$ 51.65
10110963	24/CS	Barricade 12" Fragrence Stix-Orchids of Oahu Scent	$ 56.84
10110964	24/CS	Barricade 12" Fragrence Stix-Tempest Blue Seas Scent	$ 56.84
10111176	24/CS	Barricade 12" Stix- Mounting Bracket	$ 40.77
10134954	12 / Box	EKS3B12 BLU FRESH URINAL SCREEN	$ 48.16
Chemicals			
10141947	2- 3 Liters/Case	RADIANCE SUPER MEGA MOP G A/P CLNR	$ 56.11
10141948	2- 3 Liters/Case	MAXIM FACILITY DISF CLNR	$ 78.82
10141980	2- 3 Liters/Case	RADIANCE LAVENDER A/P CLNR	$ 63.42
10079821	4 / 1 GAL	SPRAY MAINTAINER	$ 39.57
10079726	12 / 1 QTS	RADIANCE CLINGING BOWL CLNR 9% HCL ACID	$ 24.39
10079759	12 / 1 QTS	MULTI PURPOSE CLEANER DEGREASER	$ 30.02
10090793	6 per Cs	30824 CLO HEALTHCARE PEROXIDE DISF WIPE	$ 38.93
10079753	4 / 1 GAL	LEMON DISINFECTANT DETERGENT (KAIVAC)	$ 48.22
Floor Care Products			
10142608	2- 2.5 Gal/Case	RADIANCE HIGH GLOSS 22%FLOOR FINISH	$ 67.85
10146211	2- 2.5 Gal/Case	RADIANCE 2-1/2GAL SUPER FLOOR STRIPPER	$ 70.73
10080001	12 / CASE	BASEBOARD STRIPPER	$ 44.56
10079778	12 / CASE	GUM REMOVER	$ 47.73
PPE, Safety Prod.			
971180	Each	9175 Safety Pole / Closed for Cleaning	$ 15.58

10097212	Each	Radiance Yellow Wet Floor Sign Eng/Span	$ 8.02
10089674	100/Bx	8642XL Xlarge Black Nitrile Powderfree Glove	$ 7.11
10087618	100/Bx	8642L Large Black Nitrile Powderfree Glove	$ 7.11
10087619	100/Bx	8642M Medium Black Nitrile Powderfree Glove	$ 7.11
10005884	100/Bx	8608 Medium Powder Free Vinyl Gloves	$ 3.70
10005885	100/Bx	8608 Large Powder Free Vinyl Gloves	$ 3.70
Misc			
10036714	4/Pk	350016 C-Cell Alkaline Battery	$ 10.21
10050770	4/Pk	350015 D-Cell Alkaline Battery	$ 11.17
923287	Pail	9560 Nice-N-Clean Laundry Detergent	$ 27.81
991231	Each	50' Heavy Duty Ext Cord 16 Gauge	$ 16.97
10053796	6 - 12 oz/Box	FRS6-14-SS Lemon Supersorb Absorbent	$ 39.81

WILLIAMSON COUNTY
1848

JANITORIAL SERVICES FOR WILLIAMSON COUNTY

SPECIFICATIONS AND SCOPE OF SERVICES

Williamson County requested update of Janitorial Services contract from original bid by McLemore Building Maintenance (here after referred to as Vendor), including increasing the night staff supervision, day porters and floor work staff and schedule to ensure all work is completed as expected and outlined. The revised contract contains detailed and specific information regarding Williamson County's standards and expectations for all Janitorial Services.

The entire proposal, if accepted for contract purposes, will be part of the overall agreement. The revised Janitorial Service contract must be **valid for a period of ninety (90) days** and must be honored at time of awarding contract.

Vendor agrees that the services will be provided, under this contract, are vital to Williamson County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Successful Vendor agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

Williamson County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Any matter not resolved to the Vendors satisfaction, the Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.

There may be County buildings not included in the updated request. During the term of the contract between Williamson County and the Vendor, additional Williamson County buildings may be added in addition to those listed in the pricing sheet. Buildings currently under construction and/or those in pre-construction phase are listed in these documents. Only occupied buildings will be serviced and billed. Drawings of each building are available and have been made available from Wilco Facilities.

Vendor shall conduct Criminal Justice Information Services (CJIS) background checks on all the Vendor permanent and temporary personnel and sub-contractors scheduled to perform services in any Williamson County building under this contract prior to services beginning. All Vendor staff entering any Williamson County building, under the Janitorial Services awarded contract, must be fingerprinted through FAST Services. Texas Fingerprinting Service Code Form will be provided to the vendor.

a. Vendor's employee or sub-contractor that have cleared fingerprint on file with Williamson County from prior contracts, do not need to obtain a new clearance/check. However, names of Vendor employees must be submitted to Williamson County Facilities Contract Administrator or designee so Williamson County designee may contact Texas Department of Public Safety (Tx DPS) to confirm Vendors employees fingerprint existence. In the event there is no FAST location in their area there, Option B may be allowed. Option B allows the Vendor employee to printed requested information on a "hard card" and the "hard card" be mailed to the designated recipient (See Fast pass form for specific information and/or visit website for additional information regarding Option B).

Williamson County will provide CJIS training program to Vendor. Vendor must provide this training to their employees at time of hire and as requested by Williamson County Facilities Contract Administrator or designee. Williamson County requires the CJIS Security Awareness Certification Statement and the Security Addendum Certification to be completed, signed and delivered to the Facilities Contract Administrator for all Vendor staff assigned to the Williamson County contract or those Vendor employees that my enter any Williamson County building to conduct Vendor business. The CJIS training form(s) and Security Addendum Certification will be provided to the Vendor at time of contract award.
The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work.

Williamson County
Attn: Shantil Moore, Facilities Contract Coordinator
3101 SE Inner Loop Georgetown, Texas 78626

Additionally, the Vendor must continuously submit background forms and provide appropriate checks for all new employees prior to new employee entering any Williamson County building. New employees must have background checks conducted and approved by Facilities Contract Administrator or designee before access to requested Williamson County building will be authorized.

Janitorial services must be performed Monday through Friday between the hours of 5:00 p.m. and 6:00 a.m., unless otherwise noted in the specifications or instructed, in writing, by Facilities Contract Administrator of designated. Exceptions for some Williamson County buildings may be made. Vendor staff are responsible for not interfering with normal flow of business, if janitorial services are allowed during business hours. A schedule of routine work will be provided by the Vendor to the Facilities Contract Administrator documenting the days and expected arrival and departure time of all janitorial staff for each Williamson County building. Any deviations from the schedule must be reported to the Facilities Contract Administrator at minimum 24 business hours in advance, where applicable.

Vendor is expected to have and maintain adequate staff and support to properly service the contract. Vendor must provide a list of employee positions and job descriptions (i.e - Project Manager, Day Porter, Floor Tech, supervisory employees and production employees) along with outline of their job duties, assigned building and starting/ending working hours. Vendor must also provide a list of how many and which employees will be at each building.

Company uniforms and identification badges (ID) must be provided by Vendor for all Vendor employees working in any Williamson County building or on Williamson County premises. Uniforms and ID badges must be worn 100% of time when Vendor employees are working in any Williamson County building.

Vendor must provide training to adequately meet Williamson County's needs. Training to include OSHA regulations, general safety, and custodial procedures. On the job training at the facility vendor's employee is assigned is mandatory.

Vendor must effectively communicate between County Officials, employees and Williamson County Facilities Contract Administrator or designated Williamson County staff. The night supervisors, day porters and floor tech supervisor/lead must speak the English language.

An Emergency Contact must be available 24 hours a day, seven (7) days per week. In the event of an emergency, such as a sudden flood. Vendor must be responsive and report to the requested Williamson County building with all appropriate equipment within two (2) hours of receiving notice from Williamson County and begin work at the location of the emergency.

Valid email address shall be established by the Vendor to receive work orders, complaints, complements, and request for service from Williamson County's Facilities Contract Administrator or

designee. All responses to emails must occur within two (2) hours of being sent by Facilities Contract Administrator or designee. The Vendor shall provide additional telephone and mobile numbers where manager, supervisor(s), and floor tech supervisor/lead can be reached at any time deemed necessary.

Vendor must attend schedule meetings to discuss contract, upon request by Facilities Contract Administrator. Those can be scheduled routinely or on an as needed basis.

Vendor must provide Quality Assurance. Quality reports will be submitted before invoices each month. Vendor must ensure compliance with the specifications and requirements set out herein by submitting a check list indicating all tasks completed and must be presented by the Vendor to Facilities Contract Administration for each building for review and approval on or before the 25th of each month. Invoices may not be approved for payment without documentation. Only services rendered may be compensated.

Williamson County reserves the right to object any sub-contractor that is proposed by the Vendor. All sub-contractors should be approved, in writing, by Williamson County prior to beginning work with or for Williamson County.

Vendor will be responsible for securing all buildings and ensure that all persons are out of the buildings prior to locking up. This includes buildings with community and meeting rooms. Williamson County will pay Vendor the contracted Events/Extra Work hourly rate, if Vendor staff must remain in building at designed buildings where community and meetings rooms are designated due to building staff remaining once all janitorial services are provided. Community and meeting rooms applicable to this additional billing, include but are not limited to:

Georgetown – Central Maintenance Facility – URS Building – Training Room
Georgetown – Regional Animal Shelter – Community Room
Georgetown – Williamson County Courthouse - Several Options available
Round Rock – J.B. & Hallie Jester Annex – Community Room
Georgetown – Historical Court House
Additional Community Rooms may be added, where needed.

Vendor must provide adequate supervision of Vendor employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

All Vendor employees shall be a minimum of 18 years of age (unless noted in specifications for particular buildings) and experienced in the type of work to be performed.

No Vendor employees may allow their visitors, spouses, children or other relatives to accompany them on Williamson County property during working hours unless the visitor, spouse, children, or other relative is a bona fide employees of the Vendor and have completed the appropriate background check and results are current with Williamson County.

Labor, Equipment, Materials, and Storage: Vendor shall furnish all labor, equipment, and materials necessary to the performance of Vendor janitorial services. Williamson County will provide reasonable storage areas for such equipment that will be kept at Williamson County locations. Williamson County will not be liable for any damage done to or loss of any party or person. In the event the Vendor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours and cleaning requirements documented in this contract.

All equipment must be commercial grade and properly maintained. Vendor must be able to perform janitorial services, as specified. All equipment inventory used to carry out tasks required in the scope of

work must be made available to Williamson County upon request. Vendor must provide all equipment to janitorial staff so that they may adequately perform duties per specifications.

Vendor must supply appropriate number of enclosed vehicle, sufficient in size, to transport consumables and equipment to all Williamson County buildings.

Vendor must maintain all janitorial supplies and equipment in a clean, safe and orderly condition within the dedicated room. Williamson County employees including maintenance Facilities staff will access Vendor supplies and equipment, as necessary, to clean and pick up spills or as needed to clean the building where applicable. No water will be left in mop buckets or sinks. No storage near electrical or mechanical equipment room will be approved, unless provided in writing by Facilities Contract Administrator or designee. Any janitorial supplies or equipment found in electrical or mechanical equipment rooms will be removed and Vendor will be notified immediately to place the items in the approved janitorial closets.

Chemicals (all chemical products must be commercial grade): Vendor must provide all cleaners to janitorial staff so that adequately nightly perform duties may be performed per contract specifications. Chemicals must include, but not limited to:

A. All-purpose cleaner – may be used on any hard surface which will not be damaged by water. Cleaner must remove common soils found on hard surfaces (wall, woodwork, countertops, etc. Cleaner must be USDA approved.
B. Glass cleaner – non-ammoniated and must remove grease, oil and lipstick from glass and mirrors without causing buildup.
C. Floor Cleaner – non-ammoniated; must remove soil without damage to floor finish; must not leave any residue.
D. Floor Stripper – non-ammoniated, must remove wax, polymers and metal interlock floor finish; must be low odor, nonabrasive, and non-flammable.
E. Furniture Cleaner – self-cleaning, non-oily and leave shine without causing buildup.
F. Disinfectant Cleaner – must use hospital grade; must be effective against broad spectrum of germs.
G. Restroom Cleaner – must be safe on ceramic, stainless steel chrome and porcelain. Must remove hard water deposits, soap scum, rust, oil deposits from surface; non-ammoniated, non-abrasive.

Color Coded Micro Fiber Mopping System, equivalent or exceeding Unger, must be used where health services are provided (example: Health Departments, Juvenile Justice, etc).

Vendor employees shall not use Williamson County equipment, including but not limited to: computers, telephones, facsimiles, copiers, printers, calculators, typewriters, etc at any time. Exception: Williamson County telephones may be used in cases of emergency and/or to respond to work requests from Williamson County designee or to use a clock-in clock-out procedure. Misuse of this Williamson County equipment or Vendor equipment may result in immediate termination of the service contract.

Williamson County Buildings - No smoking Policy: All Williamson County buildings, property and grounds are NON-SMOKING. Vendor employees are prohibited from smoking in all areas.

Williamson County Holidays: Facilities Contract Administrator or designee will provide the approved FY 18-19 Holiday schedule to the Vendor, upon Commissioner County Court approval

Williamson Jail, ESOC and Juvenile Services buildings are open 24 hours a day and 7 days a week regardless of Holidays. Janitorial tasks must be completed per the building specifications, outlined in this contract. All other Williamson County buildings must be scheduled around holidays so that the required scope of service is completed per the specifications.

Keys: Vendor is responsible for all keys issues and signed for. Loss of keys will result in the Vendor paying all cost to re-key exterior/interior locks or replace exterior/interior locks, as deemed appropriate by Williamson County Facilities Contract Administrator or designee. Additionally, the Vendor will provide the appropriate number of keys to replace all key distribution for the Williamson County building (per Williamson County key records at time of the occurrence).

End of Janitorial Shift: At the end of each shift, Vendor employee(s) will ensure all lights (except security lights), lock and secure the building after last Vendor employee exits the building, unless performing janitorial tasks during business hours.

Security System: If there is a security system in the building, the Vendor is responsible for disarming/arming the alarm when arriving and leaving the building. Security alarm codes must not be disclosed nor shared.

Scheduling: Vendor must provide schedule and coordinate with Facilities Contract Administrator or designee for all tasks not performed routinely, such as window cleaning, power washing, semi-annual floor care, etc. Calendar of scheduled tasks must be made, followed, and carefully considered to ensure the tasks are completed as outlined in this contract. Williamson County building occupants must be notified at least 48 hours in advance of the scheduled task to be completed.

Additional cost to Williamson County, requests for additional floor care, upholstery cleaning, etc will be arranged by Facilities Contract Administrator or designee.

Vendor must maintain and empty Williamson County paper recycle bins, located in various centralized areas throughout the County buildings, into appropriate storage recycling dumpsters located at various buildings (see Recycling Dumpster locations below). Recycling containers at various Williamson County buildings that do not have a Recycling dumpster onsite must be transported to a Williamson County building where a recycling dumpster is available. Facilities Contract administrator will discuss those Williamson County buildings and assist with locating a near recycling dumpster located at a Williamson County buildings where recycling should be transported to for proper disposal. The Vendor is not responsible for individual office small blue recycling containers. Vendor should never empty the small blue cans, Williamson County employees are responsible for empting their own small blue desk cans into the larger blue collection container. Vendor is only responsible for the large blue collection container located in various locations throughout the Williamson County buildings. Shredded paper must be placed into plastic bags, tied shut and be delivered to the recycling dumpster.

Recycle Dumpster locations include:

Facility	Address
Cedar Park Annex	350 Discovery Blvd., Cedar Park
Inner Loop Annex	301 SE Inner Loop, Georgetown
Justice Center	405 MLK, Georgetown
Juvenile Justice Center	200 Wilco Way, Georgetown
Round Rock Jester Annex	1801 Old Settler's Blvd, Round Rock
Taylor Annex	412 Vance St. Taylor

Central Maintenance Facility	3151 SE Inner Loop, Georgetown
Emergency Service Operation Center	911 Tracy Chambers, Georgetown
Texas Avenue	355 Texas Ave, Round Rock
EMS	3189 SE Inner Loop, Georgetown
Georgetown Annex	151 Wilco Way, Georgetown

Agency Identification

Agency Name	ORI
WILLIAMSON COUNTY SHERIFF'S OFFICE	TX2460000
Agency Address	
508 S ROCK ST	
City	**Zip**
GEORGETOWN	78626
Agency Representative (Title and Name)	
SHERIFF ROBERT CHODY/MICHELE FREI TAC	
Phone Number	**Fax Number**
5129431300	5129431444
Email address	
rchody@wilco.org /mfrei@wilco.org	

Contractor Identification

Company Name	Service Providing Agency
MCLEMORE BUILDING MAINTENANCE	JANITORIAL SERVICES
Company Address	
110 FARGO STREET	
City	**State** / **Zip**
HOUSTON	TX / 77006
Contractor Representative (Title and Name)	
RICHARD B. RODRIGUEZ	
Phone Number	**Fax Number**
713.528.7775	713.523.4341
Email address	
rrodriguez@mbmin.com	

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

l) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1)under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____
Signature of Contractor Employee Date

_____
Printed or Typed Contractor Employee Name

Sex: ____ Race: _____ DOB: _____ State/ID or DL: _____

_____ _____
Signature of Contractor Representative Date

_____
Printed or Typed Name of Contractor Representative

_____
Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Robert Chody
Printed Name of Agency Representative

	Sheriff
Signature of Agency Representative	Title

Williamson County Sheriff's Office
TX2460000
Agency Name and ORI

Date

Richard B. Rodriguez
Printed Name of Vendor (Contractor) Representative

	VP of Operations
Signature of Vendor (Contractor) Representative	Title

McLemore Building Maintenance	09/14/2018
Vendor Organization Name	Date

Commissioners Court - Regular Session **46.**

Meeting Date: 09/25/2018

Asphalt Cement Purchase

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase and delivery of Asphalt Cement for a term of one (1) year provided by written quote(s) where no competitive bids were received, pursuant to Texas Local Government Code Section 262.0225(d) and 262.0245 and County policy.

Background

Williamson County solicited sealed bids for Asphalt Cement under IFB #1804-223 and IFB #1805-233, however, no bids were received each time. Following the bid process, per County policy, Road and Bridge contacted seven (7) vendors and received two (2) quotes. The quotes received were from Martin Asphalt and Cleveland Asphalt. The department point of contact is Matt Williamson. This expenditure will be charged to 01.0200.0210.003550. Funding was approved in the FY2018 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Martin Asphalt Quote

Cleveland Asphalt Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 11:04 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Melissa Gurka		Started On: 09/18/2018 03:32 PM
Final Approval Date: 09/20/2018		

WILLIAMSON COUNTY BID FORM

ASPHALT CEMENT (AC-10)

NAME OF BIDDER: Martin Asphalt Company

Mailing Address: 3 Riverway #1250

City: Houston State: TX Zip: 77056

Email Address: victoria.espino@martinmlp.com

Telephone: (713) 350-6852 Fax: (713) 350-2801

Mobile Phone: (713) 304-5114

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Asphalt Cement (AC-10)	100,000	GAL	2.50

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: 8/10/2018

Printed Name and Title of Signer: Victoria Espino Sales Rep

WILLIAMSON COUNTY BID FORM

ASPHALT CEMENT (AC-10)

NAME OF BIDDER: Cleveland Asphalt Products, INC.

Mailing Address: PO Box 1449

City: Shepherd State: Texas Zip: 77371

Email Address: ccmcapco@msn.com

Telephone: (800) 334-0177 Fax: (936) 628-6602

Mobile Phone: ( )

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Asphalt Cement (AC-10)	100,000	GAL	$2.81

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: 9/12/2018

Printed Name and Title of Signer: Clayton Moore, Sales Rep.

Commissioners Court - Regular Session **47.**

Meeting Date: 09/25/2018

Award RFP # 1807-251 Landscape Maintenance Services

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP# 1807-251, for Landscape Maintenance Services to the overall best respondent, Red & White Greenery, INC and authorizing the execution of the agreement, with initial contract period beginning October 1, 2018 through September 30, 2020.

Background

A total of 4 proposals were submitted, with 57 suppliers viewing this RFP in BidSync. The evaluation committee determined that Red & White Greenery, INC submitted the lowest and best overall proposal resulting from negotiations, in the amount of $402,952.00. This evaluation is based on price for services, professional experience, on-going training, headquarter location, availability of skilled labor, responsiveness to emergencies, relevant experience on similar projects, special equipment and references. The contract term is an initial 24-months beginning October 1, 2018 through September 30, 2020, with extensions at 12-month increments for up to an additional 36-months. The total period of contract, including extensions, will not exceed a maximum combined period of 60-months

Christi Stromberg is the contact and this expenditure will be charged to 100-509-4810 along with various funding sources from other departments. Funding was approved in the FY2019 budget

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation letter

Red White and Greenery Proposal

Evaluation Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 11:59 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:59 AM
Form Started By: Johnny Grimaldo		Started On: 09/18/2018 03:42 PM
Final Approval Date: 09/20/2018		

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

September 14, 2018

To: Purchasing

Re: RFP1807-251 Recommendation

The recommendation from the RFP Evaluation Committee is to award the landscape maintenance contract to Red & White Greenery, Inc. This evaluation is based on price for services, professional experience, on-going training, headquarter location, availability of skilled labor, responsiveness to emergencies, relevant experience on similar projects, special equipment and references.

Red & White Greenery is a local company that has been in business since 1983 and has provided Williamson County great service.

The Facilities Department recommends that Williamson County award the contract based on the committee's recommendation.

Sincerely,

Dale Butler
Facilities Director
Williamson County

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7. Equipment List
8. Price Sheets
9. References
10. Conflict of interest questionnaire
11. Proposal Affidavit
12. Addendum acknowledgement

Red & White Greenery, Inc.
512-930-4707
5354 Highway 29 East ® Georgetown, TX 78626
Also visit us at www.rwgreenery.com

Franchise Tax Account Status

As of : 08/30/2018 11:32:46

This Page is Not Sufficient for Filings with the Secretary of State

RED & WHITE GREENERY, INC.	
Texas Taxpayer Number	12003840084
Mailing Address	PO BOX 126 GEORGETOWN, TX 78627-0126
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	11/10/2003
Texas SOS File Number	0800267444
Registered Agent Name	JASON FULLER
Registered Office Street Address	5354 HWY. 29 EAST GEORGETOWN, TX 78626

NOTARY PUBLIC STATE OF TEXAS
LINDA FULLER
Notary ID # 128890707
My Commission Expires
February 21, 2020

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

DAVID S TAYLOR

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

License Number: **LI0023423**
Issue Date: **08/08/2017**
Expiration Date: **08/31/2020**

Executive Director
Texas Commission on Environmental Quality

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

COMMERCIAL PESTICIDE APPLICATOR LICENSE

DAVID TAYLOR

PO BOX 126
GEORGETOWN TX 78627

TDA Client No: 00341831
License No: 0442469
Effective Date: 02/28/2018
Expires: 02/28/2019

Front side

Categories: 3A

Descriptions:

1A	Field Crop	3A	Landscape Maint
1B	Fruit, Nut, & Veg	3B	Nursery Plant Prod
1C	Pasture & Rangeland	4	Seed Treatment
1D	Vertebrate Pest	5	Vegetation Mgmt
1E	Farm Commodity Pest Control	6	Aquatic
1F	Animal Health	7	Demonstr & Research
1G	Citrus	8	Reg Pest Control
1H	Livestock Prot Collar	9	Aerial Application
1I	M-44 Device	11	Soil Fumigation
2	Forest Pest Control	12	Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DAVID TAYLOR
PO BOX 126
GEORGETOWN TX 78627

TDA Client No:	00341831
License No:	0442469
Effective Date:	February 28, 2018
Expires:	February 28, 2019
Categories:	3A

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

David Taylor

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Kevin Martlage
Director of Professional Development
International Society of Arboriculture

TX-3306A	5 Feb 2005	30 Jun 2020
Certification Number	Certified Since	Expiration Date

David Taylor

#298

The above named is hereby recognized as a
Texas Certified Landscape Professional,
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association

CHAIRMAN
TNLA Certification Committee

PRESIDENT
Texas Nursery & Landscape Association

Valid Through

June 30, 2019

The Texas Certified Landscape Professional certification is a program of the Texas Nursery & Landscape Association

TRANSMITTAL LETTER

This proposal is being submitted by Red & White Greenery, Inc., which offices at 5354 Hwy. 29 East in Georgetown, TX 78626.

This company is a corporation, and was incorporated here in Georgetown. Our contact per for regarding the contractual matters relating to the RFP is as follows:

David Taylor
5354 Hwy. 29 East
Georgetown, TX 78626
(512) 930-4707 ph.
(512) 869-2521 fax
Email address @ dave@rwgreenery.com

Our Federal Employer ID number is 1-2003840084.

This respondent commits to providing the services in this proposal for the prices stated, and the prices are good for 30 days after the opening of the bids.

In the event of an ozone action day in which air quality may be effected, we will utilize our propane fueled mowers. The other mowers we use are EFI powered, and the most efficient on the market.

Respectively submitted,

Jason Fuller, President

EXECUTIVE SUMMARY

A. Red & White Greenery, Inc. will be providing all mowing, trimming, cleaning, shrub and tree pruning, IPM management, Pre/Post-emergent weed control with specific and non-selective herbicides, fertilization of all plant materials including turf, trees and shrubs, aerification by mechanical and liquid means and shredding for all areas as specified in the proposal documents.

B. We are the most qualified Respondent because we have been performing these services for Williamson County for many years, and we have tailored our maintenance division to meet the needs required. Our foremen several years of experience in their position, and I provide additional training based on the many classes I take for CEU's. Most of our workers have been with the company for more than fifteen years, and some as many as twenty. We have been doing landscape maintenance for more than thirty years, and over the past ten years we have also developed our landscape construction division to perform several landscape and irrigation installations for schools, counties and cities.

C. We have worked closely with Christi Stromberg regarding the best materials to use and alternate products for the various sites, including treating the courthouse with peat moss, gypsum and a biostimulant fertilizer product to recondition the lawn after its heavy use. We have added a third maintenance crew to our company to help us be ready to provide additional landscaping or special maintenance services.

The following personnel are key in coordinating the goods and services required to provide best practices:

Jason Fuller, President jason@rwgreenery.com
Dave Taylor, Maintenance Division Manager dave@rwgreenery.com

RED & WHITE
GREENERY

RESPONSES TO PROPOSAL SPECIFICATIONS/CRITERIA

4.3.2.1: I have attached a list of references for other projects of similar scope, which includes the work we do currently for Williamson County. While none of the projects meet the dollar amount of this project, they do compare in the scope of work. We have been very particular with which projects we bid, because we want to be sure to not overextend our work force. We have been providing the same services for the Brazos River Authority at their Water Treatment Plants in both Williamson County and up in the Temple/Belton area. These are sensitive areas because they are water sources for various entities, so careful application of chemicals and keeping debris out of the water is very important. For the City of Jarrell, we mow their town hall, their community center, ball fields and several r.o.w. areas and alleys. We have not lost any contracts in the past five years, but we have been particular about which projects to bid as to not overextend ourselves.

4.3.2.2: Red & White Greenery, Inc. has been doing landscape maintenance for over thirty years, and we have acquired several commercial contracts as well as residential properties.

I am the Maintenance Division Supervisor, David Taylor, and I have over thirty years in the landscape industry of which the last eight have been with this company. I have attached my resume and copies of my certifications/licenses, including Certified Pesticide Applicator, Texas Landscape Professional, ISA Certified Arborist and License Irrigator. I also run our sister company, Organicare Texas, which does all of our fertilization, pesticide and herbicide work. I am a member of the Texas Nursery and Landscape Association, and attend the TNLA Expo and ISA Texas Expo each year for continuing education. I supervise three maintenance crews which have one foreman and three workers on each of them. Many of the workers have been with us for over fifteen years.

I have attached a list of other key personnel with this response.

4.3.2.3: We have three maintenance crews available that I schedule to perform the work required. Each crew has a maintenance foreman who supervises the other three workers. Safety meetings are done weekly on pertinent topics with all of our crew members, and the foreman are given ongoing training in the field as required and are briefed upon my return from any continuing education classes as to anything new in the field. Any worker who uses any chemicals has been trained by me and documented. In the event of emergency situations, we have enough flexibility in our schedule to provide immediate services required.

Red & White Greenery, Inc. is a locally owned and operated landscape company that has been serving the Central Texas area since 1983. We are a complete landscape contractor that can handle every aspect of a landscape project, including irrigation and hardscapes, from inception to completion and all maintenance requirements. As a company we are continually training our staff and reviewing our procedures to maximize the quality of service we provide. It is our goal to become the absolute best that the industry has to offer. We accomplish this goal by not only delivering an outstanding product with exceptional customer service, but we take great pride in assisting our clients with the development of landscape plans that are water efficient and easily maintainable.

One of the most valuable services we offer our clients is value engineering. With numerous years of experience, we are able to identify areas where cost savings are viable, without changing the desired final appearance.

Our experience, with several different general contractors, varies from small commercial installations to large industrial installations. We will provide a list of projects and references upon request.

The following are basic resumes of individuals in management and supervisorial roles:

Title	Position	License/License #	Experience
Jason Fuller	President	Irrigation/LI0016241	14 years
Linda Coronado	Administrative		30 years
Robert Elliott	Operations Manager	Irrigation/LI0002957	28 years
Dave Taylor	Maintenance Manager	ISA Arborist/TX-3306 Lands. Professional/298 Pesticide Applicator/44246 Irrigation/023423	21 years
Taylor Eisenbach	Project Manager	Irrigation/LI0017666	11 years
Steve Dearen	Superintendent		20 years
Justin Riggs	Superintendent		6 years
Ivan Gonzalez	Landscape/Irrigation Foreman		12 years
Jose Gonzales	Landscape/Irrigation Foreman		15 years
Juan Gonzales	Landscape/Irrigation Foreman		8 years
Julio Madragon	Landscape/Irrigation Foreman		9 years
Manuel Azua	Maintenance Foreman		14 years
Andy Taylor	Maintenance Foreman		4 years
Javier Soto	Maintenance Foreman		8 years

If you have any additional questions, please feel free to contact me in the office at (512) 930-4707.

Sincerely,

Jason Fuller
President

Red & White Greenery, Inc.
512-930-4707
5354 Highway 29 East ® Georgetown, TX 78626
Also visit us at www.rwgreenery.com

RESPONSES TO PROPOSAL SPECIFICATIONS/CRITERIA (continued)

4.3.2.4: Here is a list of the current equipment we will be utilizing for this project:

Equipment Type	Brand/Model	Size	Year Made	Fuel Type	No. of Units	Condition	Purchase Date
Mowers	Ferris IS3100 Zero Turn	61"	2012-2014	Propane	3	Good	2012-2014
Mowers	Ferris IS3200 Zero Turn	61"	2017	Gas (EFI)	2	Excellent	2017
Mowers	Hustler Super 104 Mower	104"	2017	Gas (EFI)	2	Excellent	2017
Mowers	Ferris IS3200 Zero Turn Mower	72"	2017	Gas	1	Excellent	2017
Mowers	Ferris 5900545 Walk-behind	36"	2014	Gas	1	Excellent	2014
Mowers	John Deere GS30 Walk-behind	48"	2002	Gas	1	Good	2002
Line Trimmers	Echo SRM 280T	N/A	2014-2018	Mixed fuel	5	Excellent	2016-2018
Line Trimmers	Stihl FS131R	N/A	2017	Mixed fuel	6	Excellent	2017
Blowers	Echo PB755 ST	N/A	2017-2018	Mixed fuel	2	Excellent	2017-2018
Blowers	Stihl BR700	N/A	2017-2018	Mixed fuel	4	Excellent	2017-2018
Shredder	Rhino F4-15 Shredder		2017	N/A	2	Excellent	2017
Tractor	Kubota Tractor		2000	Diesel	1	Good	2002
Trencher	Vermeer RTX450Trencher		2018	Gas	1	Excellent	2018

Bid 1807-251
Landscape Maintenance Services

Bid Number	1807-251
Bid Title	Landscape Maintenance Services
Bid Start Date	Aug 7, 2018 2:10:17 PM CDT
Bid End Date	Sep 4, 2018 2:00:00 PM CDT
Question & Answer End Date	Aug 30, 2018 3:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-943-1553 johnny.grimaldo@wilco.org
Contract Duration	**2 years**
Contract Renewal	3 annual renewals
Prices Good for	**30 days**
Pre-Bid Conference	**Aug 16, 2018 10:00:00 AM CDT** **Attendance is mandatory** **Location: Purchasing Conference Room, 901 S. Austin Ave, Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking Landscape Maintenance Company for designated areas specified in the RFP.**

Addendum # 1

New Documents	**Addendum 1 Uploaded 8.22.18.pdf** **Contractor Maintained Roads 08-13-2018 2.pdf** **Contractor Maintained Roads 08-13-2018.docx** **Landscape Maintenance for Williamson County Facilities - 1807-251.pptx**

Item Response Form

Item	**1807-251--01-01 - Total Bid Price**
Quantity	**1 each**
Unit Price	402,952.00
Delivery Location	**Williamson County, Texas** No Location Specified
	Qty 1
Description TOTAL BID PRICE	FOUR HUNDRED TWO THOUSAND ~~TWO~~ NINE HUNDRED FIFTY TWO AND NO/100 DOLLARS

Item **1807-251--01-02 - Please attach all documents to this line**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please attach all documents to this line

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (1 OF 6)

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish Landscape Maintenance Services in accordance with this RFP.

CLASS A PROPERTY	Maintenance Cost per site visit (x48)	Annual Pre-emergent Cost	Annual Fertilization Cost	Annual Turf Aeration Cost	Annual Mulching Cost	Total Annual Cost per Property
1. Courthouse	3840.00	416.00	806.00	289.00	934.00	6285.00
1A. Blow off porches & sidewalks	58.00	x2 x52 =				6032.00
2. Sheriff Admin/Jail	4416.00	202.00	374.00	85.00	1246.00	6323.00
3. WC Justice Center	3072.00	196.00	426.00	85.00	1012.00	4791.00
4. Parking Garage for CJC/Jail	2880.00	186.00	464.00	75.00	1246.00	4851.00
5. Georgetown Tax Office including CarQuest	2352.00	110.00	140.00	50.00	151.00	2803.00
6. Inner Loop Annex	9216.00	610.00	828.00	280.00	740.00	11674.00
7. Juvenile Justice Center	16560.00	1610.00	4800.00	420.00	820.00	24210.00
8. Central Maintenance Facility	9024.00	140.00	464.00	120.00	158.00	9906.00
9. Children's Advocacy Center	3936.00	256.00	716.00	107.00	1246.00	6261.00
10. Cedar Park Annex	6384.00	182.00	506.00	130.00	623.00	7825.00
11. Jester Round Rock Annexes	13056.00	1100.00	2524.00	300.00	984.00	17964.00
12. Taylor Annex	2640.00	80.00	110.00	55.00	100.00	2985.00
13. JP Pct#4	2304.00	174.00	276.00	80.00	94.00	2928.00
14. Hutto Annex	3360.00	210.00	394.00	85.00	460.00	4509.00
15. Facilities Services Center	2736.00	172.00	410.00	60.00	100.00	3478.00
16. Emergency Services Operation Cntr	15456.00	620.00	1534.00	380.00	4860.00	22850.00
17. Texas Ave Bldg	4416.00	120.00	240.00	60.00	880.00	5716.00
18. Animal Shelter	12000.00	390.00	800.00	150.00	3218.00	16558.00
19. Sheriff Office Training Center	15600.00	100.00	150.00	50.00	1300.00	17200.00
20. North Campus	52560.00	700.00	1400.00	300.00	5225.00	60185.00
21. Georgetown Annex	5520.00	500.00	1400.00	300.00	5800.00	13520.00
TOTAL ANNUAL COST FOR CLASS A PROPERTIES=>						258857.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (2 OF 6)

CLASS B PROPERTY	Maintenance Cost per site visit (x48)	Mulching Cost	Total Annual Cost
1. Georgetown Health Clinic	1056.00	N/A	1056.00
2. Old DPS Bldg	1104.00	70.00	1174.00
3. TABC/Game Warden	576.00	40.00	616.00
4. Lott Building	1920.00	N/A	1920.00
5. Brown House on Main	1584.00	N/A	1584.00
6. Brick Houses on MLK	2928.00	302.00	3230.00
7. Old Jail	1968.00	204.00	2172.00
8. LifeSteps- Red House on Main	1248.00	90.00	1338.00
9. 508 Holly St	1248.00	N/A	1248.00
10. Belford Square	1296.00	N/A	1296.00
11. Round Rock Annexes Bldg A&B	5664.00	800.00	6464.00
12. Taylor Health Clinic	1104.00	12.00	1116.00
13. Taylor SO	1152.00	32.00	1184.00
14. Medic #41	1344.00	46.00	1390.00
15. Medic #42	1056.00	14.00	1070.00
TOTAL ANNUAL COST FOR CLASS B PROPERTIES=>			26858.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (3 OF 6)

CLASS C PROPERTY	Maintenance Cost per site visit	(x12)	Total Annual Cost
1. Block South of Jail/SO upper & lower parking lots	36.00	432.00	432.00
2. Parking Lot on MLK, South of CJC	32.00	384.00	384.00
3. Metal Bldgs @ 321 W. 8th & 323 W. 8th	36.00	432.00	432.00
4. HWY 29 Property (currently leased)	128.00	1536.00	1536.00
5. Anderson Mill Det. Pond, .53 Acres	200.00	2400.00	2400.00
6. 175 CR 138, Hutto	170.00	2040.00	2040.00
7. Taylor R&B Yard	130.00	1560.00	1560.00
8. Bartlett Farmhouse	280.00	3360.00	3360.00
9. Operation Liberty Hill	150.00	1800.00	1800.00
10. Bell Gin Property	180.00	2160.00	2160.00
11. Stubblefield Props	240.00	2880.00	2880.00
12. 20 Gabriel Forest	200.00	2400.00	2400.00
TOTAL ANNUAL COST FOR CLASS C PROPERTIES=>			21384.00

SHREDDING	Maintenance Cost per site visit	(x4)	Total Annual Cost
1. CMF, 50 Acres	1610.00		6440.00
2. Hutto Annex, 2.7 Acres	250.00		1000.00
3. RR Jester, 16.6 Acres	720.00		2880.00
4. CAC,JJC,ESOC,AS, 90 Acres	2200.00		8800.00
5. Landfill Farmstead, 5 Acres	260.00		1040.00
6. SOTC, 32.5 Acres	1100.00		4400.00
7. North Campus, TBD Acres	TBD		TBD
TOTAL ANNUAL COST FOR SHREDDING=>			24560.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (4 OF 6)

If properties are to be added during the course of the contract or if irrigation repairs are needed, please provide pricing information for the following:

Irrigation Repair $/hr *	Maintenance Cost ($/sq ft) (minimum site charge?)	Pre-emergent Cost ($/sq ft)	Fertilization Cost ($/sq ft)	Turf Aeration Cost ($/sq ft)	Mulching Cost Installed price $/cu ft.	Shredding Cost ($/acre) (min site charge?)
38.00	.006/SF ($25.00)	.0015	.015	.020	$2.25	$48.00 ($250.00) min.

*material costs will only be asked of successful proposer prior to beginning contract.

RADIO TOWERS	Maintenance Cost per site visit	Herbicide Cost per site visit	(x6)	Total Annual Cost
1. Taylor	90.00	60.00	150.00	900.00
2. Granger	90.00	60.00	150.00	900.00
3. Thrall	90.00	60.00	150.00	900.00
4. Twin Towers on Inner Loop	70.00	45.00	115.00	690.00
5. Back Up at Rabbit Hill	80.00	45.00	125.00	750.00
6. Cedar Park Cougar Country	70.00	50.00	120.00	720.00
7. Cedar Park Fire Ln	90.00	60.00	150.00	900.00
8. Liberty Hill	90.00	70.00	160.00	960.00
9. Florence	90.00	70.00	160.00	960.00
10. Tower Road	80.00	60.00	140.00	840.00
TOTAL ANNUAL COST FOR RADIO TOWERS=>				8520.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (5 OF 6)

GUN RANGE	Maintenance Cost per site visit	Times per Year	Total Annual Cost
1. General Area Mowed & Trimmed 19 Acres	860.00	x 48	41,280.00
2. Berms 10 Acres	975.00	x 2	1,950.00
3. Unimproved Areas Shredded and Fences Trimmed 5 Acres	250.00	x 4	1,000.00
4. Graveled Areas/Herbicide Applications	60.00	x 48	2880.00
TOTAL ANNUAL COST FOR GUN RANGE=>			47,110.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (6 OF 6)

ROW MOWING	Maintenance Cost per site visit	(x6)	Total Annual Cost
1. Anderson Mill Part 1	266.00		1596,00
2. Anderson Mill Part 2	180.00		1080.00
3. Anderson Mill Part 3	230.00		1380.00
4. AW Grimes	90.00		540.00
5. Gattis School Rd Part 1	100.00		600.00
6. Gattis School Rd Part 2	100.00		600.00
7. Sam Bass Waterway	240.00		1440.00
8. Pearson Ranch Rd Part 1	780.00		4680.00
9. Pearson Ranch Rd Part 2	230.00		1380.00
10. Neenah Ave	250.00		1500.00
11. Quick Hill	100.00		600.00
12. Grand Ave Parkway	45.00		270.00
TOTAL ANNUAL COST FOR ROW MOWING=>			15666,00

Red & White Greenery, Inc.
Summary of Bidder's Qualifications

Entity Type:	Corporation
List of Officers:	Jason Fuller, President
Length of Time in Business:	Since 1983
Number of Staff Assigned:	Seven to ten, Project Manager, Assistant Project Manager
Project Manager:	David S. Taylor, see attached resume
Additional Information:	Red & White Greenery, Inc. is full service company providing Commercial & Residential Landscaping, Irrigation, Maintenance, Hardscaping and Tree Services. We also have two sister companies; Cen-Tex Organicare, which provides pesticide and fertilizing services and Stone Deck Texas, which provides paver patios, decks, walkways and driveway.
Bank Reference:	Regions Bank 100 W. Morrow Street Georgetown, TX 78626 Phone: (512) 930-1776
Credit References:	Ewing Irrigation 1400 Cottonwood Creek Trail Cedar Park, TX 78613 Phone: (512) 260-9990 Landmark Nurseries, Inc. 1510 Royston Lane Round Rock, TX 78664 Phone: (512) 251-9238

RED & WHITE
GREENERY

Summary of Qualifications

Red & White Greenery, Inc. is a locally owned and operated landscape company that has been serving the Central Texas area since 1983. We are a complete landscape and landscape Maintenance Corporation that can handle every aspect of a landscape project from inception to completion and all maintenance requirements.

Our manpower is based on 40 full time employees. We will have sufficient manpower to fulfill the contract requirements.

We have a customer base of over 700 current residential, commercial, industrial, and municipal clients. We can provide this list upon request, as this is confidential information and do not wish to publish this information.

The project manager for this project will be Jason Fuller. Dave Taylor will be overseeing the execution of this project as the assistant project manager.. Dave's contact information is as follows:

Email: Dave@rwgreenery.com
Email: Jason@rwgreenery.com
Phone: (512) 930-4707
Mobile: (512) 635-5505 Dave Taylor
Mobile: (512) 677-8748 Jason Fuller

Jason has an extensive background and training in the green industry. He is a licensed irrigator and is regularly attending educational programs, classes, and seminars to continue building on his foundation of knowledge.

Thank you for the opportunity to provide this bid.

Sincerely,

Jason Fuller
President

403 S. 3rd Street
Pflugerville, Texas 78660

David S. Taylor

(512) 635-5505
Email at Dave@rwgreenery.com

EDUCATION:

I earned my Associates of Science Degree in Business Administration from the Austin Community College in June 1987 with a cumulative G.P.A. of 3.32/4.00 with a 4.00/4.00 G.P.A. in my Business Management, Accounting and Business Calculus courses.

EMPLOYMENT HISTORY:

Project Manager/Estimator: Red & White Greener, Inc.
June 2010 to present
Duties

- Preparation of maintenance and tree work cost estimates and proposals
- Supervision of the landscaping, tree trimming and maintenance crews

Accomplishments

- Maintained the following certifications:
  TNLA Certified Landscape Professional #298
  ISA Certified Arborist TX-3306 w/Oak Wilt Treatment certification
  TDA Certified Pesticide Applicator Lic. #442469

Estimator/Project Coordinator: L&R Landscape Services, Inc.
January 1994 to June 2010
Duties

- Preparation of landscape construction cost estimates and proposals
- Supervision of the Landscape Installation and Maintenance Divisions
- Coordination of project functions between landscaping, irrigation and hardscaping construction divisions
- Preparation of billing and progress draw forms
- Procurement of trees, shrubs, soils and other landscape materials

Accomplishments

- Assisted owners in increasing sales to multi-million dollar level
- Participated in creating several award-winning construction projects
- Obtained the following certifications:
  TNLA Certified Landscape Professional #298
  ISA Certified Arborist TX-3306 w/Oak Wilt Treatment certification
  TDA Certified Pesticide Applicator Lic. #442469

Administrative Assistant: University of Texas Austin Physical Plant
September 1987 to December 1993
Duties

- Coordinated providing services for Program Events including Commencement Graduation Ceremonies, Class Registration and various other symposiums, receptions and lectures.
- Scheduled utility service interruptions with Faculty/Staff to perform maintenance and repair work
- Supervised staff of three taking campus maintenance trouble calls
- Served as Network Administrator for the Physical Plant computer network serving more than thirty Macintosh Computers, performing installation/troubleshooting of various software packages and Virus Protection

Accomplishments

- Created and wrote Program Events and Service Interruption Procedural Desk Guides
- Assisted with the preparation of a successful proposal to replace outdated Telex terminals with Macintosh Computers

EMPLOYMENT HISTORY (cont.):

Administrative Assistant: Landscape Maintenance & Construction Co.
November 1983 to April 1986

Duties

- Prepared contract bid proposals from cost estimates
- Generated balanced weekly/quarterly payroll computer reports
- Maintained plant and tree inventory records
- Composed business correspondence
- Posted and filed transactions to account journals and ledgers

Accomplishments

- Hired as temporary assistant, but asked to stay with company to provide computer support and learn cost estimating
- Installed payroll and word processing software on Kaypro 10 computer
- Coordinated communications between architects, contractors, developers and suppliers to produce accurate cost estimates

Manager: Pizza Hut, Inc. Restaurants
March 1979 to October 1983

Duties

- Recruited and trained personnel
- Completed sales analysis, payroll and cost control reports
- Organized and scheduled daily production and cleaning activities
- Implemented product promotion marketing plans

Accomplishments

- Chosen to run national test market store for which I wrote the service specifications.
- First manager to show a profit for three consecutive accounting periods at this store
- Developed several new test products and promotional ideas including delivery service to the U.T. campus, discounts for voluntary service organizations and a blood drive program
- After returning to college in January 1983, I prepared the weekly cost control bookwork for another manager part-time with a variance to the computer-generated profit and loss statement of less than 1%

ADDITIONAL SKILLS:

- Graduate of the Basic and Advanced Lifespring Positive Motivational Courses
- Served as the 2000, 2006 and 2008 Presidential Election Judge for Travis County Currently serving as the Precinct Chairman of Travis County Precinct 206
- Currently serving in the following positions:
  President/Treasurer for the Old Town Neighborhood Assoc.
  President/Treasurer of the Northeast Travis County Democrats
  Chairman of the Pflugerville Tree Care Advisory Board

REFERENCES: Available upon request

Maintenance References:

City of Jarrell for $31,958.00
161 Town Center Blvd.
Jarrell, TX 76537
Contact Bill Lawson @ (512) 740-9878
Serviced since 2015
Work includes mowing, trimming, shrub pruning, pre/post emergent weed control, fertilization and bed maintenance

Williamson County Facilities for $ 218,287.00
For Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
Contact: Christi Stromberg @ (512) 943-3377
Serviced since 2007-2010 & 2012-Current: Work includes, mowing, trimming, shrub pruning, pre/post emergent weed control, pest control, fertilization, bed maintenance, tractor shredding and irrigation maintenance.

Brazos River Authority for $ 93,301.00
4600 Cobbs Dr.
Waco, TX 76710
Contact: Kyle Headley @ (254) 761-3167
Waste Water treatment plants in Round Rock, Hutto, Taylor, Belton and Temple
Serviced since 2014: Work includes, mowing, trimming, bed maintenance, pre/post emergent weed control, pest control, fertilization, plant pruning and shredding

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	RED & WHITE GREENERY, INC.
Address of Respondent:	PO BOX 126, GEORGETOWN, TX 78627
Email:	JASON@RWGREENERY.COM
Telephone:	(512) 930-4707
Printed Name of Person Submitting Affidavit:	JASON FULLER
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☒	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared JASON FULLER (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, JASON FULLER, (*Name of Signer*) am a duly authorized officer of/agent for RED & WHITE GREENERY, INC (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said RED & WHITE GREENERY, INC (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named JASON FULLER on this the 4TH day of SEPTEMBER, 20 18.

LINDA FULLER
Notary ID # 128690707
My Commission Expires
February 21, 2020

Notary Public in and for

The State of TEXAS

The County of WILLIAMSON

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

WILLIAMSON COUNTY
1848

ADDENDUM NO. 1

Date: **August 16, 2018**

Owner: **Williamson County, Texas**

Project Name: **Landscape Maintenance**

Project No: **1807-251**

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated 8.07.2018

DESCRIPTION OF ADDITION OR CHANGE:

1) Pre-bid sign in sheet
2) Questions and answers asked during Pre-Bid Meeting.
3) Uploaded to Bidsync: Powerpoint Presentation presented during Pre-Bid Meeting.
4) Uploaded to Bidsync: Road and Bridge documents presented during Pre-Bid Meeting

Approved by Johnny Grimaldo, CPPB, Purchasing Specialist III

WE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM & THE FOLLOWING QUESTIONS.

END

x

RFP 1807-251

Landscape Maintenance Services

Mandatory Pre-Bid Conference

8.16.2018 at 10:00AM

Questions and Responses:

Towers

Q: Can roundup be used on fences?

A: Yes.

SO/Gun Range

Q: Is there a specific Service date?

A: To Be Determined with awarded vendor.

R.O.W. Mowing

Q: Is there a Formula for linear feet?

A: Addressed as attachment with the Road and Bridge documentation.

Facilities

Additional information: **At the Juvenile Justice Building, Parade Field can be addressed every other week.**

Q: What about the irrigation zone count?

A: Christi from Facilities handles irrigation and the main concern is having vendor notify if there is any damage to irrigation.

Item 35 – Pricing shall be given on irrigation repair.

Q: Who will be the vendor Point of Contact for Williamson County?

A: Kristi and Shantil will be 1st contact. Eventually the vendor will work to establish contact with the individual departments.

Q: What about mesquite spraying?

A: Not included.

With Class A, B, and C Properties, Tree Trimming shall be built into the billing.

Anything deemed "Major" for Trees will be per event and done separate of this contract.

Q: What about CAD files?

A: CAD Files are not available.

Clarify Sample Contract on Bid documents.

If the vendor has a standard contract it wishes to utilize, the County asks for it to be included with bid documents for review. This is only, if applicable.

Meeting was adjourned at 11:35AM

Question and Answers for Bid #1807-251 - Landscape Maintenance Services

Overall Bid Questions

Question 1

will the purchasing departing will consider Ã¢Â€Âœpartial bidsÃ¢Â€Â on certain categories, or is this solicitation would be evaluated as one bid for the entire packet and only looking to work with one vendor to award entire contract?
for example, can we bid on all the radio towers and category one and leave the other categories as blank orÃ¢Â€Âœno bidÃ¢Â€Â or would we be automatically disqualified? (Submitted: Aug 20, 2018 8:52:21 AM CDT)

Answer

- Yes, if you are only wanting to bid certain categories, let us know in the bid. (Answered: Aug 20, 2018 8:54:41 AM CDT)

Question 2

are subcontractors allowed? if so do we need to add names of subcontractors being used (Submitted: Aug 23, 2018 2:47:58 PM CDT)

Answer

- Subcontractors could be allowed and would have to carry same insurance, please see page 66 H. Subcontractor/SubconsultantÃ¢Â€Â™s Insurance
If you plan to use subcontractor, that needs to be explained in the RFP. (Answered: Aug 24, 2018 9:51:49 AM CDT)

Question 3

I see the information on bid sync is calling for a bid bond for this proposal. Is this correct, and is there a performance bond required as well? (Submitted: Aug 30, 2018 2:20:20 PM CDT)

Answer

- Yes, a Bid Bond of 5% is required. A performance bond requirement is not listed in the RFP. (Answered: Aug 31, 2018 2:19:32 PM CDT)

Question Deadline: Aug 30, 2018 3:00:00 PM CDT

EVALUATION - Landscape Maintenance Services
RFP 1807-251

Evaluation Criteria	Maximum Score Points		JNS Lanscapes Inc	Red &White Greenery INC	Yellowstone Landscape	Grass Works	
Price for Services	25		5.35	23.67	18.73	7.71	
Professional Experince of Key Personnel	20		5	19	15	15	
Contractor's Responsiveness to Emergencies, Availability of Skilled Labor, Headquarter Location, and Ongoing Training	20		0	19	13	10	
Relevent Experience and Experience with Similar Projects	15		5	15	10	12	
Special Capabilites and Equipment	10		0	10	5	8	
Overall Quality of References	10		0	10	5	5	
TOTAL	**100**	**0**	**15.35**	**96.67**	**66.73**	**57.71**	**0**

Department	Name	Signature	Voting Member Yes or No
[redacted]			

Commissioners Court - Regular Session **48.**

Meeting Date: 09/25/2018

Authorize issuing IFB 1809-259 Lakeline Blvd Right Turn Lane

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Lakeline Blvd Right Turn Lane under IFB #1809-259.

Background

Williamson County is seeking qualified contractors to construct a new eastbound right turn lane along Lakeline Boulevard consisting of paving, grading, drainage, illumination, signals, retaining walls, signing and pavement markings. Estimated time of completion is 267 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $466,000. The point of contract is HNTB and 2013 Road Bonds will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Advertisement for IFB 1809-259

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/20/2018 11:05 AM
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Johnny Grimaldo		Started On: 09/19/2018 10:35 AM
Final Approval Date: 09/20/2018		

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

Lakeline Boulevard Right Turn Lane

Williamson County is seeking qualified contractors to construct new eastbound right turn lane along Lakeline Boulevard consisting of paving, grading, drainage, illumination, signals, retaining walls, signing and pavement markings. Estimated time of completion is 267 calendar days to substantial completion, and 30 calendar days to final completion, with an estimated cost of $466,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on October 24th, 2018 at 3:30 PM. All sealed bids must be received on or before the stated opening date and time.

A Non-Mandatory Pre-Bid Conference is to be held October 10th, 2018 at 3:30 PM at Williamson County Purchasing Department, located at 901 South Austin Avenue, Georgetown, Texas.

Solicitation documents can be viewed by visiting the Williamson County BidSync Portal at www.bidsync.com or by visiting the Williamson County Purchasing website at http://www.wilco.org/departments/purchasing and selecting the link "register for bids." There is no fee to register as a supplier or to participate in the County's solicitation process.

Any bonds that may be required for this solicitation will be specified in the solicitation documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and/or best value Bid as deemed by the Court, or reject any and/or all Bids.

The receipt of electronic responses will be registered in BidSync. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of paper responses.

Respondent shall submit pricing as specified in the solicitation documents. Payment will be made by the respondents preferred method as filed with the Williamson County Auditor's Office, provided that respondent's preferred method of payment is a form of payment acceptable to Williamson County.

The designated Purchasing Agent for this Bid is Johnny Grimaldo Purchasing Specialist III, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-3553.

Issued by order of the Williamson County Commissioners' Court on September 25th 2018 ; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session **49.**

Meeting Date: 09/25/2018

Resolution for Illinois Finance Authority Revenue Bonds-The Memory Care Foundation

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a Resolution approving the Illinois Finance Authority Revneue Bonds (The Memory Care Foundation), Series 2018 for the benefit of The Memory Care Foundation in compliance with Section 147(f) of the Internal Revenue Code (Note: The bonds are not a liability of Williamson County).

Background

The bonds will be issued for The Memory Care Foundation of which a portion is for the purpose of financing and/or reimbursing the costs of the acquisition, construction, equipping and improvement of the assisted living and related facilities, including land at 3600 Williams Dr., Georgetown, Tx. Documentation is attached showing that they have met the requirement of a public hearing following reasonable public notice. The bonds are not a liability of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution for Illinois Finance Authority The Memory Care Foundation

Publishers Affidavit Memory Care Foundation

Certificate of Public Hearing Memory Care Foundation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM
Form Started By: Julie Kiley		Started On: 09/19/2018 10:09 AM
Final Approval Date: 09/19/2018		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

We, the undersigned officers of Williamson County, Texas (the "*County*"), hereby certify as follows:

1. The Commissioners Court of the County convened in a regular meeting on _____ _____, 2018 (the "*Meeting*"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

Dan A. Gattis	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Larry Madsen	Commissioner, Precinct 4

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION APPROVING ILLINOIS FINANCE AUTHORITY SENIOR LIVING REVENUE BONDS (THE MEMORY CARE FOUNDATION), SERIES 2018 FOR THE BENEFIT OF THE MEMORY CARE FOUNDATION (OR AN AFFILIATE THEREOF)

(the "*Resolution*") was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Commissioners Court shown present above voted "Aye," except as provided below:

NAYS: __

ABSTENTIONS: __

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioners Court's minutes of said Meeting; that the

above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court 's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the County Judge of the County has approved and hereby approves the aforesaid Resolution; that the County Judge and the County Clerk of the County have duly signed said Resolution; and that the County Judge and the County Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED _____, 2018.

County Clerk	County Judge

(SEAL)

RESOLUTION APPROVING ILLINOIS FINANCE AUTHORITY SENIOR LIVING REVENUE BONDS (THE MEMORY CARE FOUNDATION), SERIES 2018 FOR THE BENEFIT OF THE MEMORY CARE FOUNDATION (OR AN AFFILIATE THEREOF)

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

WHEREAS, The Memory Care Foundation, a Texas nonprofit corporation (or an affiliate thereof) (the "Borrower") has requested that the Illinois Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds from time to time in an aggregate principal amount not to exceed $178,000,000 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower (or an affiliate thereof), which will use a portion of the proceeds in the amount not to exceed $16,000,000 for the purpose of financing and/or reimbursing the costs of the acquisition, construction, equipping and improvement of the assisted living and related facilities, including land (the "Project") to be owned by the Borrower (or an affiliate thereof) at 3600 Williams Dr., Georgetown, Texas 78628 in Williamson County (the "County") and known as Georgetown Memory Care, LLC, as described in the notice of public hearing published in connection with this Resolution; and

WHEREAS, TLG Family Management, LLC (or an affiliate thereof) is expected to provide certain management services to the Project; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the County after a public hearing following reasonable public notice because the Project is located within the territorial limits of the County; and

WHEREAS, the Commissioners Court of the County (the "Commissioners Court") is the elected legislative body of the County and is one of the "applicable elected representatives" of the "host jurisdiction" where the Project is located and is required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Commissioners Court approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code; and

WHEREAS, attached hereto as Exhibit A is a Notice of Public Hearing (the "*Public Notice*") which was published in a newspaper of general circulation in the County as required by section 147(f) of the Code which public hearing was conducted by the Borrower and no member of the public appeared at the hearing to express his or her views on the Project; and

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby specifically approves the Bonds and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code and for no other purpose and is not to be construed as an undertaking by the County. The Bonds shall not constitute a liability, an indebtedness or obligation of the County nor shall any of the assets of the County be pledged to the payment of the Bonds.

Section 2. This Resolution shall become effective immediately upon its passage.

EXHIBIT A

NOTICE OF PUBLIC HEARING

Notice is hereby given that on September 5, 2018, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by Mickey Wittum on behalf of the Williamson County Commissioners Court with respect to the proposed issuance by the Illinois Finance Authority (the "Issuer") of its revenue bonds in one or more series (the "Bonds"), in an amount not to exceed $178,000,000. The hearing will commence at 12:00 p.m, or as soon thereafter as the matter can be heard, and will be held at the library at 3600 Williams Dr., Georgetown, TX 78628.

The proceeds from the sale of the Bonds will be loaned to The Memory Care Foundation, a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Code (the "Borrower") which will use a portion of the proceeds, in the amount not to exceed $16,000,000, to finance and/or reimburse the costs of the acquisition, construction, equipping and improvement of the assisted living and related facilities, including land (the "Project"), located generally at the following address in Texas: 3600 Williams Dr., Georgetown, TX 78628. The Project will be owned by the Borrower (or an affiliate thereof). TLG Family Management, LLC (or an affiliate thereof) is expected to provide certain management services to the Project.

The hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the merits of the Project, its locations, the issuance of the Bonds by the Issuer or related matters. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted by Mickey Wittum; email: mwittum@lasallegroup.com, address: 545 E. John Carpenter Frwy, Suite 500 Irving (Las Colinas), TX 75062, but must be received by the close of the hearing.

Dated: August 19, 2018

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Orrick Law Firm
Notice of Public Hearing, September 5

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 19th day of August, 2018
Second insertion _____ day of August, 2018
Third insertion _____ day of August, 2018
Fourth insertion _____ day of August, 2018

Newspaper Representative

Subscribed and sworn to before me, this
22nd day of August, 2018.

Witness my hand and official seal.

Dawn Steele Notary Public
My Commission Expires August 26, 2020

NOTICE OF PUBLIC HEARING

Notice is hereby given that on September 5, 2018, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by Mickey Wittum on behalf of the Williamson County Commissioners Court with respect to the proposed issuance by the Illinois Finance Authority (the "Issuer") of its revenue bonds in one or more series (the "Bonds"), in an amount not to exceed $178,000,000. The hearing will commence at 12:00 p.m. or as soon thereafter as the matter can be heard, and will be held at the library at 3600 Williams Dr., Georgetown, TX 78628.

The proceeds from the sale of the Bonds will be loaned to The Memory Care Foundation, a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Code (the "Borrower") which will use a portion of the proceeds, in the amount not to exceed $16,000,000, to finance and/or reimburse the costs of the acquisition, construction, equipping and improvement of the assisted living and related facilities, including land (the "Project"), located generally at the following address in Texas: 3600 Williams Dr., Georgetown, TX 78628. The Project will be owned by the Borrower (or an affiliate thereof). TLG Family Management, LLC (or an affiliate thereof) is expected to provide certain management services to the Project.

The hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the merits of the Project, its locations, the issuance of the Bonds by the Issuer or related matters. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted by Mickey Wittum; email: mwittum@lasallegroup.com, address: 545 E. John Carpenter Frwy, Suite 500 Irving (Las Colinas), TX 75062, but must be received by the close of the hearing.

Dated: August 19, 2018

CERTIFICATE OF PUBLIC HEARING
Williamson County

I, the undersigned, hereby certify in connection with the proposed issuance of one or more series of the Illinois Finance Authority Revenue Bonds in an aggregate principal amount not to exceed $178,000,000 (the "Bonds"). The proceeds of the Bonds will be loaned to The Memory Care Foundation (the "Borrower"), a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

1. I served as Hearing Officer for the Borrower for the purpose of conducting a public hearing on the Bonds and the use of a portion of the proceeds in the amount not to exceed $16,000,000 to finance and/or reimburse the costs of the acquisition, construction, equipping and improvement of the assisted living and related facilities, including land, located generally at 3600 Williams Dr., Georgetown, TX 78628 (the "Project").

2. Such hearing was conducted commencing at 12:00 p.m. on September 5, 2018 at the library at 3600 Williams Dr., Georgetown, TX 78628, which library and building were open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Bonds.

4. At the hearing,

[✓] no persons presented comments orally or in writing.

[ ] the comments summarized in Exhibit A were made orally by the persons listed therein.

[ ] the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this September 5, 2018.

Mickey Wittum, Hearing Officer

Commissioners Court - Regular Session **50.**

Meeting Date: 09/25/2018

Line Item Transfer Authorization for Balance of Fiscal Year 18 09-25-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2017-2018 budget within individual funds:

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/17/2018 03:56 PM
Form Started By: Angela Schmidt		Started On: 09/17/2018 12:01 PM
Final Approval Date: 09/17/2018		

Commissioners Court - Regular Session **51.**

Meeting Date: 09/25/2018

Balance Upcoming Fiscal Year Budget 09-25-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2017-2018 to balance the county budget for 2018-2019.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/17/2018 03:56 PM
Form Started By: Angela Schmidt		Started On: 09/17/2018 12:05 PM
Final Approval Date: 09/17/2018		

Commissioners Court - Regular Session **52.**

Meeting Date: 09/25/2018

Expenditure Limit for Elected Officials

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to set spending limit for Fiscal Year 2019 per Texas Local Government Code 130.908.

Background

It has been the practice that when an elected official is not seeking reelection or the incumbent elected official is not renominated that the spending be limited to the percentage of time they will occupy office. The recommendation for this limit would be that the outgoing elected official be limited to spending 25% of the Fiscal Year 2019 budget. This would not apply to merit funds as those are dollars budgeted to fund performance for the period prior to the beginning of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 10:29 AM
Form Started By: Julie Kiley		Started On: 09/20/2018 09:38 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **53.**

Meeting Date: 09/25/2018

Mobile Outreach Team Clinical Training Supplement BA 09/25/2018

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 revenues for the Mobile Outreach Team.

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training, The Budget Amendment reflects Aug-Sept 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/18/2018 10:25 AM
Form Started By: Melanie Denny		Started On: 09/17/2018 07:52 PM
Final Approval Date: 09/18/2018		

Commissioners Court - Regular Session **54.**

Meeting Date: 09/25/2018

Mobile Outreach Team Clinical Training Supplement BA 09/25/2018

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 sircumstances and approve a budget amendment to acknowledge additional expenditures for the Mobile Outreach Team.

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training, The Budget Amendment reflects Aug-Sept 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	632.00
	0100.0341.002010	FICA	48.32
	0100.0341.002020	Retirement	31.60
	0100.0341.002050	Worker's Comp	88.08

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/18/2018 10:25 AM
Form Started By: Melanie Denny		Started On: 09/17/2018 07:55 PM
Final Approval Date: 09/18/2018		

Commissioners Court - Regular Session **55.**

Meeting Date: 09/25/2018

SO Payroll Budget Amendment 09-25-18

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Background

The Sheriff's Office had fewer vacant positions than in years past. Per the Budget Order, the Commissioners' Court assigned $1.6 million of the fund balance should the budget amount not be sufficient. The amount requested will cover payroll for the rest of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.001100	F/T Salaries	33,829.00
	0100.0560.001105	LE Salaries	206,617.00
	0100.0560.002020	Retirement	14,296.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 08:19 AM
Form Started By: Melanie Denny		Started On: 09/18/2018 07:39 PM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **56.**

Meeting Date: 09/25/2018

Animal Shelter Donations BA 09-25-2018

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections forJuly 2018 through September 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$14,328.02
	0546.0000.367440	Jane's Fund Donations	$9,959.55
	0546.0000.367441	Special Project Donations	0.00
	0546.0000.367442	Play Yard Donations	$1,050.00
	0546.0000.367443	Heart Worm Trmt Donations	$3,034.55
	0546.0000.367445	SIT Team Donations	0.00
	0546.0000.367150	Sale of Pet Care Products	$948.27

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM

Form Started By: Melanie Denny Started On: 09/18/2018 07:50 PM

Final Approval Date: 09/19/2018

Commissioners Court - Regular Session **57.**

Meeting Date: 09/25/2018

Animal Shelter Donations BA 09-25-18

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections from July 2018 through September 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$948.27
	0546.0546.003670	Use of Donations	$14,328.02
	0546.0546.004100	Professional Services	$9,959.55
	0546.0546.004109	Special Needs	0.00
	0546.0546.004232	Training	0.00
	0546.0546.004509	Facility Enhancements	$1,050.00
	0546.0546.004975	Animal Medical Care	$3,034.55

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM

Form Started By: Melanie Denny Started On: 09/18/2018 07:57 PM

Final Approval Date: 09/19/2018

Commissioners Court - Regular Session **58.**

Meeting Date: 09/25/2018

Park Donations BA 09-25-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, 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 budget amendment to acknowledge additional revenues for Park Donations:

Background

Donations include $10.00 in cash donations and $191.00 in firewood donations from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$201.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM
Form Started By: Angela Schmidt		Started On: 09/19/2018 08:55 AM
Final Approval Date: 09/19/2018		

Commissioners Court - Regular Session **59.**

Meeting Date: 09/25/2018

Park Donations BA 09-25-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, 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 budget amendment to acknowledge additional expenditures for Park Donations:

Background

Donations include $10.00 in cash donations and $191.00 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$201.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM
Form Started By: Angela Schmidt		Started On: 09/19/2018 08:59 AM
Final Approval Date: 09/19/2018		

Commissioners Court - Regular Session **60.**

Meeting Date: 09/25/2018

SO Donations BA 09-25-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, 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 revenues for the Sheriff's Office Victim's Assistance Donations:

Background

Charles Dickerson and family has donated $100.00 to the Victim's Assistance Division of the Williamson County Sheriff's Office for Victim's Assistance Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM
Form Started By: Angela Schmidt		Started On: 09/19/2018 12:39 PM
Final Approval Date: 09/19/2018		

Commissioners Court - Regular Session **61.**

Meeting Date: 09/25/2018

SO Donations BA 09-25-2018

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, 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 aprove a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

Background

Charles Dickerson and family has donated $100.00 to the Victim's Assistance Division of the Williamson County Sheriff's Office for Victim's Assistance Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	$100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/19/2018 01:06 PM
Form Started By: Angela Schmidt		Started On: 09/19/2018 12:50 PM
Final Approval Date: 09/19/2018		

Commissioners Court - Regular Session **62.**

Meeting Date: 09/25/2018

Budget Amendment for General Fund Revenue

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenw for the General Fund-Insurance Reimbursements.

Background

This is an insurance settlement covering a vehicle repair for Constable Pct. 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	$7,482.04

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 09:45 AM
Form Started By: Julie Kiley		Started On: 09/20/2018 09:30 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **63.**

Meeting Date: 09/25/2018

Budget Amendment for Constable Precinct 2

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for Constable Precinct 2.

Background

This is a balanced budget amendment with insurance reimbursement offsetting the expense of the repairs to a vehicle for Constable Pct. 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0552.004541	Vehicle Repairs & Maint	$7,482.04

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 09:45 AM
Form Started By: Julie Kiley		Started On: 09/20/2018 09:34 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **64.**

Meeting Date: 09/25/2018

Budget Amendment for General Fund Revenue

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

Revenue in the area of Insurance Reimbursements is being recognized to offset the expsense of vehicle damanges for the Sheriff's Office. Revenue in the are of Patrol Revenue is being recognized over and above FY 2017 actuals for revenue that is anticipated for FY 2018. This revenue has a direct correlation to addtional vehicle maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.341206	SO Patrol Revenue	$35,826.00
	0100.0000.364100	Insurance Reimbursements	$15,775.12

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Julie Kiley		Started On: 09/20/2018 11:09 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **65.**

Meeting Date: 09/25/2018

Budget Amendment for the County Sheriff Department

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the County Sheriff.

Background

Insurance Reimbursements and additiona patrol revenue are being amended to allow for the additional expenditures in vehicle maintenance for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repairs & Maint.	$51,601.12

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 11:30 AM
Form Started By: Julie Kiley		Started On: 09/20/2018 11:14 AM
Final Approval Date: 09/20/2018		

Commissioners Court - Regular Session **66.**

Meeting Date: 09/25/2018

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 North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
h) Project Luna

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/20/2018 09:45 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2018 09:30 AM
Final Approval Date: 09/20/2018		