NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
August 27, 2019
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. 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.

3. 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 4 – 38)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004990	Solid Waste Mgmt/Recycling	$2,500.00
To	0100.0509.003100	Office Supplies	$1,500.00
To	0100.0509.003311	Uniforms	$1,000.00

5. Discuss, consider and take appropriate action on approving a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003311	Uniforms	$5,000
From	0100-0540-003001	Small Equip & Tools	$5,000
To	0100-0540-003200	Medical Supplies	$10,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$30,000.00
To	0200-0210-004549	Signal Light Maint.	$30,000.00

7. Discuss, consider and take appropriate action on line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$12,918
To	0100.0576.001110	Overtime	$7,000
To	0100.0576.001107	Temp Seasonal	$5,000
To	0100.0576.002010	FICA	$918

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004541	Vehicle Repairs and Maint	$1,250.00
To	0882.0882.003001	Small Equipment and Tools	$1,250.00
From	0882.0882.003301	Gasoline	$30,000.00
To	0882.0882.003524	Sublets	$30,000.00

9. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 08/22/2019 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

11. Discuss, consider and take appropriate action on canceling the Commissioners Court session on September 3, 2019.

12. Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (Derrill Lovelace) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e).

13. Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (John Baker) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e).

14. Discuss, consider and take appropriate action regarding the renewal of Pct. 3 Constable, Vehicle Usage Agreement with Austin Materials and authorize County Judge to sign all related documentation.

15. Discuss, consider and take appropriate action on approving the agreement between Fleck, LLC dba: The Texas Speakers Bureau and Williamson County for featured speaker Tony Brigmon in the amount of $3,000 and authorizing execution of the agreement.

16. Discuss, consider and take appropriate action on approving the Interlocal Agreement and Contract between the Texas Department of Motor Vehicles and Williamson County for equipment and consumables and authorizing execution of both documents.

17. Discuss, consider and take appropriate action on authorizing the extension of Investment Advisory Services contract, for the same pricing, terms and conditions as the existing contract for a two-year term, covering September 7, 2019 - September 6, 2021, with Hilltop Securities Asset Management, Inc., f/k/a First Southwest Asset Management, Inc.

18. Discuss, consider and take appropriate action on awarding RFP #1904-308 Property/Casualty and Worker's Compensation Insurance (Risk Coverage) for Williamson County to the highest scoring proposer, Travelers, as submitted by Lee Insurance Agency, Inc., and receiving, approving and authorizing execution of any necessary related forms.

19. Discuss, consider and take appropriate action on approving a licensing agreement between the Department of Defense, Defense Health Agency and Williamson County EMS.

20. Discuss, consider and take appropriate action on approving a three year agreement between Stryker and Williamson County related to LifeNet Asset services for EMS patient care monitors.

21. Discuss, consider and take appropriate action on approving the FY2020 CSCD (Adult Probation) Coop Agreement for Felony Pre-Trial Bond Services.

22. Discuss, consider and take appropriate action on approving the agreement between Bricks R Us, Inc. and Williamson County for fundraising services to support the Williamson County Regional Animal Shelter and authorize execution of the agreement.

23. Discuss, consider and take appropriate action on authorizing the extension of contract #1606-098, Blackland Farm Lease, for the same terms and conditions as the existing contract, with the exception of an annual price change to $21,722.39, for the term of October 1, 2019 - September 30, 2020, with Ross Emory Stromberg, Jr.

24. Discuss, consider and take appropriate action on approving the service contract between Quality Tree and Lawn and Williamson County for Tree Pruning Project at Berry Springs Park, in the not-to-exceed amount of $30,025.00, and authorizing the execution of the agreement.

25. Discuss, consider and take appropriate action on approving the Amendment to the Service Contract, approved on February 5, 2019 under agenda item #24, between Williamson County and Tyler Technologies Inc. to provide the License Software, maintenance and support identified on Amendment Exhibit 1 in the amount of $9,750.00 with a annual fee of $2,048.00, for a total of $11,798.00 and authorizing execution of the agreement.

26. Discuss, consider, and take appropriate action on approving the purchase agreement between Tyler Technologies and Williamson County for Low Profile Stands in the amount of $536.00 pursuant to Sourcewell Contract #110515-TTI and authorizing the execution of the agreement.

27. Discuss, consider and take appropriate action on approving a 2017 Capital Improvement Program Budget Transfer to move $2,017.54 from Software Defined Network (P511) to SoftCode – Constables' Offices (P510).

28. Discuss, consider and take appropriate action on approving a 2018 Capital Improvement Program Budget Transfer to move $9,872.46 from Public Safety Vehicle/Body Cameras (P473) to SoftCode – Constables' Offices (P510).

29. Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Victim Assistance Division from Gina Weesner in the amount of $200.00 pursuant to Tex. Loc. Gov't Code 81.032.

30. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Vehicle Useage Agreement with Williamson County Municipal Utility District No. 12 regarding off-duty contracting of County Sheriff Deputies.

31. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Sgt. Dianna Hernandez, to be designated as the Local Rabies Control Authority (LRCA) effective August 27, 2019 for the purposes of the Rabies Control Act of 1981.

32. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Williamson County Parking Garage Limited Structural Assessment under RFQ #2078.

33. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $45,000.00 to expire on August 31, 2020 under Williamson County Contract for Architectural and Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for the Sheriff's Office Training Center P323, to design the vehicle storage building.

34. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $20,005.00 to expire on April 1, 2020 under Williamson County Contract for Public Involvement Services between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations.

35. Discuss, consider and take appropriate action on approval of the final plat for the Bogle subdivision – Precinct 4.

36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Rancho Del Cielo subdivision – Precinct 3.

37. Discuss, consider and take appropriate action on approval of the replat of Lots 1, 4, 32 & 33 of the Bear Creek Ranch Unit 4 subdivision to be known as the Eastburn Acres subdivision – Precinct 2.

38. Discuss, consider and take appropriate action on approval of the preliminary plat for the Gonzalez 108 subdivision – Precinct 4.

REGULAR AGENDA

39. Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Dating Violence Awareness Month.

40. Discuss, consider and take appropriate action on recognizing Williamson County EMS's re-accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

41. Discuss, consider, and take appropriate action on adding dispatch services by Emergency Communications and Technology Services for a non-Williamson County entity.

42. 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 Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	694.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	694.00

44. Receive updates on the Department of Infrastructure projects and issues.

45. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $150,000 from North Mays Extension (P224) to Forest North Drainage (P225). Also, to move $2,100,000 from 2013 Road Non-Departmental (P290) to Lakeline Right Turn Lanes (P331) of $100,000, Seward Junction SW (P274) of $1,500,000, CR 119 (P214) of $100,000, CR 110 Middle Phase 2 (P261) of $300,000 and CR 101 Phase I (P269) of $100,000.

46. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $80,000 from 2013 Road Non-Departmental (P290) to San Gabriel Ranch Road (P439).

47. Discuss, consider and take appropriate action regarding the Utility Agreement between Charter Communications and Williamson County for utility relocations on North Mays Extension, a Road Bond project in Commissioner Pct. 1. (Funding Source: Road Bonds, P224)

48. Discuss, consider and take appropriate action on the Employee Policy Manual, including the Social Media Policy.

49. Discuss, consider and take appropriate action on adopting revisions to the social media policy for County accounts.

50. Discuss, consider and take appropriate action on adopting a revised version of the Williamson County Commissioners Court's Rules of Procedure, Conduct and Decorum.

51. 10:00 AM Hold Public Hearing on the 2019-2020 County Budget.

52. Discuss 2019-2020 Budget.

53. Discuss, consider and take appropriate action on the 2019-2020 General Fund Budget.

54. Discuss, consider and take appropriate action on the 2019-2020 Road and Bridge Fund Budget.

55. Discuss, consider and take appropriate action on the 2019-2020 Debt Service Fund Budget.

56. Discuss, consider and take appropriate action regarding the adoption of the 2019 tax rates for Williamson County.

57. Discuss, consider and take appropriate action on starting salary for new DA Child Abuse Investigator position at L3.10.

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)."

58. 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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 101
d) Discuss the acquisition of real property: CR 200
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for Southeast Corridor.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of property near the County landfill.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

59. 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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos

60. 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) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
i) 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.
j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
l) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
m) Valerie Adams - EEOC Charge No. 450-2018-03807
n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
p) BANGL Pipeline Project
q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
r) Claim of Dan A. Gattis for reimbursement of attorneys fees.
s) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

t) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia
u) Stephen "Steve" Deaton, Williamson County Sheriff's Office Commander - EEOC Charge No. 451-2019-03609

61. 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).

REGULAR AGENDA (continued)

62. Discuss and take appropriate action concerning economic development.

63. Discuss and take appropriate action concerning real estate.

64. 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) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
i) 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.
j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
l) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
m) Valerie Adams - EEOC Charge No. 450-2018-03807
n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
p) BANGL Pipeline Project
q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
r) Claim of Dan A. Gattis for reimbursement of attorneys fees.
s) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
t) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
u) Stephen "Steve" Deaton, Williamson County Sheriff's Office Commander - EEOC Charge No. 451-2019-03609

65. 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.

66. Comments from Commissioners.

_____
Bill Gravell, Jr., 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 23rd day of August, 2019 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 08/27/2019

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: 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 remainder of the FY for Office Supplies and Uniforms.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004990	Solid Waste Mgmt/Recycling	$2,500.00
To	0100.0509.003100	Office Supplies	$1,500.00
To	0100.0509.003311	Uniforms	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/20/2019 08:41 AM
Budget Office	Ashlie Koenig	08/20/2019 08:56 AM
Form Started By: Gina Wrehsnig		Started On: 08/20/2019 08:22 AM
Final Approval Date: 08/20/2019		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/27/2019

EMS LIT Medical Supplies

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for Emergency Medical Services.

Background

This line item transfer will facilitate the purchase of medical supplies for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003311	Uniforms	$5,000
From	0100-0540-003001	Small Equip & Tools	$5,000
To	0100-0540-003200	Medical Supplies	$10,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/20/2019 03:16 PM
Budget Office	Ashlie Koenig	08/22/2019 10:44 AM
Form Started By: Michael Knipstein		Started On: 08/20/2019 02:37 PM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/27/2019

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

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to complete additional traffic safety signal installations and maintenance throughout the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$30,000.00
To	0200-0210-004549	Signal Light Maint.	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/20/2019 04:08 PM
Budget Office	Ashlie Koenig	08/22/2019 10:45 AM
Form Started By: Kelly Murphy		Started On: 08/20/2019 03:30 PM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/27/2019

Budget LIne Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line item transfer for Juvenile Services.

Background

Juvenile Services is requesting a line item transfer from Residential Services into Overtime and Temp/Seasonal line items. Due to employee turnover and internal promotions, the department has used more overtime and temp/seasonal funding than anticipated for FY19. This transfer will cover any additional overtime or temp/seasonal expenses for the remainder of FY19 and allow the department to maintain required staffing ratios to ensure youth safety.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$12,918
To	0100.0576.001110	Overtime	$7,000
To	0100.0576.001107	Temp Seasonal	$5,000
To	0100.0576.002010	FICA	$918

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:42 AM
Budget Office	Ashlie Koenig	08/22/2019 10:47 AM
Form Started By: Denise Carlson		Started On: 08/22/2019 09:14 AM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/27/2019

08-27-2019 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Fleet has experienced an unexpected tool failure on our last field service call that is vital to repairing equipment in the field. Requested funding is to replace this item.
Unforeseen major repairs have depleted our sublet funds earlier than anticipated for current fiscal year. This transfer amount is projected to cover sublet charges for the remainder of this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004541	Vehicle Repairs and Maint	$1,250.00
To	0882.0882.003001	Small Equipment and Tools	$1,250.00
From	0882.0882.003301	Gasoline	$30,000.00
To	0882.0882.003524	Sublets	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:52 AM
Budget Office	Ashlie Koenig	08/22/2019 11:54 AM
Form Started By: Edward Pospisil		Started On: 08/22/2019 11:20 AM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/27/2019

Property Tax Refunds – Over 2500 – Thru 08/22/2019

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 08/22/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080119-082219 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:28 AM
Tax Assessor (Originator)	Inky Chandler-Mertz	08/22/2019 12:22 PM
Form Started By: Renee Clark		Started On: 08/22/2019 11:08 AM
Final Approval Date: 08/22/2019		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: August 22, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of August 22, 2019

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	08/22/2019	72352	SPARKS, PAULA HARPER	R440606 - Escrow Refund	-4,661.82
Check	08/22/2019	72353	CAPITAL TITLE OF TEXAS LLC	R417549 - Overpayment	-14,606.61
Total Refunds Payable - Taxpayers					-19,268.43
TOTAL					**-19,268.43**

Commissioners Court - Regular Session **10.**

Meeting Date: 08/27/2019

Justice of the Peace 4 July 2019 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JULY 2019

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/19/2019 08:54 AM
Form Started By: Veronica Bolander		Started On: 08/16/2019 01:04 PM
Final Approval Date: 08/19/2019		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July 2019.

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

On this 15th day of August 2019, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2019-07/31/2019

Date Printed: 8/9/2019
Time Printed: 3:15:53PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	9	45.00	45.00	10.00	10.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	5.25	5.25	0.00	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	82	1,950.00	1,950.00	175.00	675.00	0.00	0.00	1,100.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	223	1,290.00	1,290.00	66.00	930.00	6.00	0.00	288.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SER	123	8,470.00	8,470.00	1,050.00	3,080.00	0.00	0.00	4,340.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	8	200.00	200.00	100.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	6	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	24	110.00	110.00	15.00	55.00	0.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	30	3,450.00	3,450.00	450.00	1,800.00	0.00	0.00	1,200.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
CERTCOPIE	CERTIFIED COPIES	4	8.00	8.00	0.00	2.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	131	3,175.00	3,175.00	0.00	3,150.00	25.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	223	2,150.00	2,150.00	110.00	1,550.00	10.00	0.00	480.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	223	1,075.00	1,075.00	55.00	775.00	5.00	0.00	240.00	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	2	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	01-0369-0000-34191
TRNSCPT	TRANSCRIPT FEE	3	30.00	30.00	10.00	10.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
TRUANCY CO	TRUANCY CONTEMPT FI	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	1096	22,098.25	22,098.25	2,091.00	12,102.00	46.00	0.00	7,859.25	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$2,091.00				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$12,102.00				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$46.00						
Credit Cards :	$7,859.25	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00
TOTAL CURRENCY	$22,098.25	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$0.00	**TOTAL PAID**	$0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2019-07/31/2019

Date Printed: 8/9/2019
Time Printed: 3:15:53PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,127.00	1,236.25	0.00	0.00	0.00	2,363.25
0100-0000-341904		6,380.00	5,540.00	0.00	0.00	0.00	11,920.00
0100-0000-351304		50.00	0.00	0.00	0.00	0.00	50.00
0100.0000.341804		3,175.00	50.00	0.00	0.00	0.00	3,225.00
0399-0000-208822		1,002.00	288.00	0.00	0.00	0.00	1,290.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,670.00	480.00	0.00	0.00	0.00	2,150.00
01-0369-0000-341917	TRUANT CONDUCT FEE	0.00	25.00	0.00	0.00	0.00	25.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	835.00	240.00	0.00	0.00	0.00	1,075.00
TOTALS :		14,239.00	7,859.25	0.00	0.00	0.00	22,098.25

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2019-07/31/2019

Date Printed: 8/9/2019
Time Printed: 9:35:33AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	118	412.83	281.79	51.72	0.00	32.72	0.00	197.35	126.04	0.00	5.00	0100-0000-341804
AFDPS	DPS ARREST FEE	108	392.22	248.33	23.84	0.00	18.84	0.00	205.65	141.52	0.00	2.37	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	10	41.97	36.97	5.42	0.00	0.00	0.00	31.55	5.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	11	52.40	37.40	5.00	0.00	0.00	0.00	32.40	15.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	4	27.84	5.15	0.66	0.00	0.00	0.00	4.49	20.00	0.00	2.69	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	15.00	5.85	0.00	0.00	0.00	0.00	5.85	9.15	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	11	110.00	110.00	40.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	75	3,938.53	3,603.53	321.70	0.00	39.49	0.00	3,242.34	150.50	0.00	184.50	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	22	191.18	181.28	25.75	0.00	59.40	0.00	96.13	0.00	0.00	9.90	0100-0000-341804
FINE	FINE	407	59,845.86	21,844.31	2,651.40	0.00	1,169.30	0.00	18,023.61	36,217.55	0.00	1,784.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	2	2.00	0.78	0.00	0.00	0.00	0.00	0.78	1.22	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	12	1,010.50	500.50	85.00	0.00	30.00	0.00	385.50	425.00	0.00	85.00	0100-0000-209600
TFC	TRAFFIC	131	279.37	203.15	18.81	0.00	32.45	0.00	151.89	73.22	0.00	3.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

Detailed report has been sent to Auditor's Office.

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE I	6	30.00	15.00	0.00	0.00	5.00	0.00	10.00	15.00	0.00	0.00	0100-0000-341914
AFGPD	GRANGER POLICE DEPAI	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	10	400.00	300.00	0.00	0.00	0.00	0.00	300.00	100.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	11	294.84	3.84	0.00	0.00	0.00	0.00	3.84	291.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	131	4,203.45	2,122.67	416.83	0.00	27.34	0.00	1,678.50	2,030.78	0.00	50.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	300	8,330.20	5,313.74	702.29	0.00	453.13	0.00	4,158.32	2,911.70	0.00	104.76	0399-0000-208160
CHS	COURTHOUSE SECURITY	300	618.13	390.87	52.61	0.00	33.94	0.00	304.32	219.43	0.00	7.83	0360-0000-341150
CHS2	COURTHOUSE SECURITY	10	3.08	3.08	0.08	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	286	201.65	126.51	17.45	0.00	11.32	0.00	97.74	72.54	0.00	2.60	0361-0000-341154
COM	COMMITMENT	88	378.88	20.40	5.59	0.00	1.22	0.00	13.59	358.48	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DEI	2	60.08	0.00	0.00	0.00	0.00	0.00	0.00	60.08	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	55	2,020.65	231.90	4.21	0.00	4.24	0.00	223.45	1,738.75	0.00	50.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	2	5.00	1.95	0.00	0.00	0.00	0.00	1.95	3.05	0.00	0.00	0399-0000-208170
FWF	FLORENCE POLICE DEPA	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804
GTWF	GEORGETOWN POLICE D	5	245.03	0.00	0.00	0.00	0.00	0.00	0.00	245.03	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	4	1.75	1.75	1.15	0.00	0.00	0.00	0.60	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	14	569.59	39.46	4.09	0.00	0.00	0.00	35.37	480.13	0.00	50.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	281	397.33	247.04	34.93	0.00	22.62	0.00	189.49	145.07	0.00	5.22	0399.0000.208703
JCD	JUVENILE CRIME & DELI	2	0.25	0.10	0.00	0.00	0.00	0.00	0.10	0.15	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	273	963.27	602.57	87.30	0.00	56.56	0.00	458.71	347.66	0.00	13.04	0103690000370000
JCTF	JUSTICE COURT TECHNO	298	820.19	519.62	70.15	0.00	45.24	0.00	404.23	290.13	0.00	10.44	0372-0000-341144
JRF	STATE JURY REIMBURSEI	296	818.95	518.38	70.15	0.00	45.24	0.00	402.99	290.13	0.00	10.44	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	296	1,216.28	765.42	105.08	0.00	67.87	0.00	592.47	435.20	0.00	15.66	0399-0000-208352
MV	STATE CIVIL JUSTICE DA	136	10.02	7.40	1.15	0.00	0.99	0.00	5.26	2.52	0.00	0.10	0399-0000-208415
OGW	OVER GROSS WEIGHT	5	4,200.00	4,200.00	0.00	0.00	350.00	0.00	3,850.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	89	383.88	20.40	5.59	0.00	1.22	0.00	13.59	363.48	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	6	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	10	843.62	592.62	0.00	25.00	0.00	0.00	567.62	0.00	251.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	131	2,793.76	2,031.51	188.10	0.00	324.48	0.00	1,518.93	732.25	0.00	30.00	0399-0000-208425
SUB	SUBPOENA FEE	13	44.41	39.41	21.04	0.00	0.00	0.00	18.37	5.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	36	77.26	41.08	0.68	0.00	0.10	0.00	40.30	27.91	0.00	8.27	0100-0000-341914
TP	TIME PAYMENT	130	1,893.04	452.99	82.52	0.00	17.07	0.00	353.40	1,398.59	0.00	41.46	0399-0000-208860
TP-CO	TIME PAYMENT COUNTY	19	29.94	22.44	7.32	0.00	0.60	0.00	14.52	7.50	0.00	0.00	01-0100-000-342860
TPDF	TRUANCY PREVENTION /	243	346.63	236.77	34.93	0.00	22.62	0.00	179.22	106.64	0.00	3.22	01-0399-0000-20803
TP-ST	TIME PAYMENT STATE	19	149.74	112.24	36.62	0.00	3.00	0.00	72.62	37.50	0.00	0.00	0399-0000-208860
TWF	TAYLOR POLICE DEPART	7	350.00	50.00	0.00	0.00	0.00	0.00	50.00	300.00	0.00	0.00	0100-0000-341804

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	4430	96,946.10	46,145.20	5,179.16	25.00	2,926.00	0.00	38,015.04	$50,549.90	251.00	2,479.50	
Direct Deposit	$0.00							**HB2398**		$0.00		
Cash	$5,179.16							**CSR Credit**		$251.00	**Post for Refund**	$0.00
Checks	$25.00							**Jail Credit**		$50,549.90	**Over Payments**	$0.00
Money Orders	$2,926.00											
Credit Cards :	$38,015.04	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00			**Non-Monetary**		$2,479.50		
TOTAL CURRENCY	$46,145.20	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00			**TOTAL**		$53,280.40	**TOTAL PAID**	$0.00

Jail Credit policy finalized and cases reviewed and adjusted back through January 2019.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2019-07/31/2019

Date Printed: 8/9/2019
Time Printed: 9:35:33AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERSDIRECT DEPOSIT		HB 2398	TOTALS
0100-0000-209600		115.00	385.50	510.00	0.00	0.00	1,010.50
0100-0000-209700		50.00	0.00	0.00	0.00	0.00	50.00
0100-0000-341804		318.82	1,461.48	4,501.80	0.00	0.00	6,282.10
0100-0000-341911		0.00	300.00	100.00	0.00	0.00	400.00
0100-0000-341913		0.00	3.84	291.00	0.00	0.00	294.84
0100-0000-341914		470.99	1,747.17	2,136.96	0.00	0.00	4,355.12
0100-0000-351304		3,820.70	18,023.61	38,001.55	0.00	0.00	59,845.86
0360-0000-341150		86.55	304.32	227.26	0.00	0.00	618.13
0361-0000-341154		28.85	100.74	75.14	0.00	0.00	204.73
0372-0000-341144		115.39	404.23	300.57	0.00	0.00	820.19
0399-0000-208160		1,155.42	4,158.32	3,016.46	0.00	0.00	8,330.20
0399-0000-208170		0.00	1.95	3.05	0.00	0.00	5.00
0399-0000-208180		0.00	0.10	0.15	0.00	0.00	0.25
0399-0000-208235		115.39	402.99	300.57	0.00	0.00	818.95
0399-0000-208300		0.00	5.85	9.15	0.00	0.00	15.00
0399-0000-208352		172.95	592.47	450.86	0.00	0.00	1,216.28
0399-0000-208400		48.10	237.20	148.89	0.00	0.00	434.19
0399-0000-208425		512.58	1,518.93	762.25	0.00	0.00	2,793.76
0399-0000-208500		0.00	0.78	1.22	0.00	0.00	2.00
0399-0000-208850		350.00	3,850.00	0.00	0.00	0.00	4,200.00
0399-0000-208860		139.21	426.02	1,477.55	0.00	0.00	2,042.78
0399.0000.208703		57.55	189.49	150.29	0.00	0.00	397.33
0399-0000-208415		2.14	5.26	2.62	0.00	0.00	10.02
01.0100.0000.207017	DLQ FEE	361.19	3,242.34	335.00	0.00	0.00	3,938.53
0103690000370000	JUVENILE CASE MANAGER FUND	143.86	458.71	360.70	0.00	0.00	963.27
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	57.55	179.22	109.86	0.00	0.00	346.63
01-0100-000-342860	TIME PAYMENT COUNTY	7.92	14.52	7.50	0.00	0.00	29.94
TOTALS :		8,130.16	38,015.04	53,280.40	0.00	0.00	99,425.60

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **11.**

Meeting Date: 08/27/2019

Court Cancellation

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on canceling the Commissioners Court session on September 3, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Form Started By: Andrea Schiele Started On: 08/22/2019 09:09 AM

Final Approval Date: 08/22/2019

Commissioners Court - Regular Session **12.**

Meeting Date: 08/27/2019

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (Derrill Lovelace) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	08/22/2019 11:53 AM
Form Started By: Melissa Goins		Started On: 08/21/2019 09:39 AM
Final Approval Date: 08/22/2019		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING OF INTERMENT OF DECEDENT'S REMAINS (Derrill Lovelace)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Derrill Lovelace (SSN xxx-xx-9403) passed away on August 12, 2019 at the age of 54 in Justice of the Peace, Pct. 1 of Williamson County, Texas while located at St. David's Round Rock and without any known next of kin.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

The Court further finds that this case qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred based on the request of the magistrate in this case (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home may proceed with cremation of the deceased with costs paid for by Williamson County, Texas in accordance with its policies and regulations.

Signed and entered this _____ day of August, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **13.**

Meeting Date: 08/27/2019

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (John Baker) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Authority to Cremate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	08/22/2019 11:37 AM
Form Started By: Melissa Goins		Started On: 08/21/2019 09:51 AM
Final Approval Date: 08/22/2019		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING OF INTERMENT OF DECEDENT'S REMAINS (John Baker)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

John Baker (SSN xxx-unknown) passed away on July 5, 2019 at the age of 72 in Justice of the Peace, Pct. 1 of Williamson County, Texas while located at 3201 Bluff Landing Way, Apt. 5101, Round Rock, TX 78665 and without any known next of kin.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

The Court further finds that this case qualified for indigent burial; therefore,

the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred based on the request of the magistrate in this case (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home may proceed with cremation of the deceased with costs paid for by Williamson County, Texas in accordance with its policies and regulations.

Signed and entered this _____ day of August, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

Authority to Cremate

This form must be accompanied by "Authority to Cremate" signed by proper relative or legal representative.

This is to certify to BECK FUNERAL HOME *of* WILLIAMSON COUNTY, *Texas,*

the remains of JOHN BAKER

([redacted]) (WAS FOUND DEAD) *in* ROUND ROCK, TEXAS

or about the 5th *day of* JULY, *20* 19,

can be lawfully cremated.

It has been determined according to the provisions of Sec. 10 of the Medical Examiner Act, Art. 49.25 of the Texas Code of Criminal Procedure, that:

(AN AUTOPSY HAS BEEN PERFORMED) **([redacted])**

The 48 hour time requirement **(DOES NOT APPLY)** **([redacted])** *in accordance with Art. 49.25, Sec. 10a.*

Witness My Hand this 21 *day of* August *20* 19

Signature

Please complete and fax Authority to Cremate to 512-244-3780
Thank you, Beck Funeral Home

EDR # 00044444548669

Commissioners Court - Regular Session **14.**

Meeting Date: 08/27/2019

Austin Materials Vehicle Usage 2019 - 2020

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the renewal of Pct. 3 Constable, Vehicle Usage Agreement with Austin Materials and authorize County Judge to sign all related documentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Materials 2020

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/19/2019 04:32 PM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 08:30 AM
Form Started By: Theresa Lock		Started On: 08/19/2019 03:42 PM
Final Approval Date: 08/22/2019		

STATE OF TEXAS	5	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON S		CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEIVENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State ofTexas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NONGOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES ofthe LEA (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 NONGOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPU'.I'IES are at all times subject to the rules and policies of the LEA.
   NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees-that such DEPUTIES are at all times independent contractors of the NON-.
   GOVERNMENTAL ORGANIZATION when contracted by the NONGOVERNMENTAL ORGANIZA***TION.***

2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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. the beginning ofDEPUTIES corfractingwiththeNONGOVERN1vENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION 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. COUNI'Y SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT' shall begin on the October 1 2019 and shall terminate on September 30. 2020. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

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. [1]

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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of $12.00 per hour per vehicle (to cover NON-GOVERNIVENTA.L ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. **NON-GOVERNMENTAL** ORGANIZATION 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. NON-GOVERNTSENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph

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[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code 152.01 1.

7, and NON-GOVERNNENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.
COUNTY. Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown. Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that is shall pay deputies directly and file 1099 forms 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.

I I . 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 lights 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin Materials, LLC

Signature: _____

Printed Name: Alex Flores

Title: Construction Manager

Date: August 13, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable - Pct. 3

Printed Name of Official: Kevin Stoffle

Signature of Official: Kevin Stoffle

Date: August 19, 2019

Address of Office: 100 Wilco Way

Georgetown, Tx. 78626

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: _____

Printed Name of Official: _____

Signature of Official: _____

Date: _____, 20___

Address of Office: _____

_____

WILLIAMSON C0UNTY COMMISSIONERS COURT:

By: _____

Bill Gravell Jr.

Williamson County Judge & Presiding Officer, Williamson County Commissioners Court

710 Main Street, Suite 105

Georgetown, Texas 78626

Commissioners Court - Regular Session **15.**

Meeting Date: 08/27/2019

Tax Office Speaker Contract

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Fleck, LLC dba: The Texas Speakers Bureau and Williamson County for featured speaker Tony Brigmon in the amount of $3,000 and authorizing execution of the agreement.

Background

This contract is for a speaker at the Tax Office's staff development event. The agreement outlines the details as well as any accommodations. Cost of this service is $3,000 due at the time of event plus reimbursement of transportation and lodging accommodations in accordance with the Williamson County Vendor Reimbursement Policy. This expenditure will be charged to 01.0100.0499.004232. This will be a FY2020 expense. Department contact is Judy Kocian.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 09:13 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:19 AM
Form Started By: Erica Smith		Started On: 08/16/2019 01:20 PM
Final Approval Date: 08/22/2019		

August 14, 2019

RE: Contract No. 90688019 between Williamson County Tax Assessor/Collector and Fleck, LLC (dba: Texas Speakers Bureau) for Speaker Tony Brigmon

THIS CONTRACT ("Contract") is entered into by and between Fleck, LLC ("Bureau" or "Fleck, LLC") and Williamson County Tax Assessor/Collector ("Client" or "Customer") for Tony Brigmon ("Speaker" or "Tony Brigmon"). A valid and binding contract shall exist, the effective date of which shall be the latest date of signature by all parties as indicated below ("Effective Date") and the terms and conditions of which are as follows:

*Thank you for selecting **Tony Brigmon** to be your featured speaker. The following information confirms our understanding:*

Speaker's Name: Tony Brigmon
Presentation Time-Frame: 10:30 to 12:00
Length of Presentation (in minutes): up to 90 minutes
Presentation Date: October 14th 2019
Presentation Day of the week: Monday
Presentation Title: Team Dream - Dream Team
Location of Event (City/State): Georgetown, TX
Physical Location of Program (exact address): Venue: Celebrino Event Center 51 County Road 107, Georgetown, TX 78626
Number in Attendance: approx. 60-70
Audiences' Seating Arrangement: 10 Round tables - 6 to a table
Suggested Dress for Speaker: Very Casual: shorts are acceptable.
Program Content: PG There will be no children in attendance
Type of Event and/or Theme for Event: Staff Development Event
Company/Organization name: Williamson County Tax Assessor/Collector
Audience Demographics: 11 men/52 women; mixed millennials and baby boomers
Who will attend: our offices with a total of 57 positions and 6 contract employees that work for the law firm of McCreary, Veselka, Bragg, and Allen
Does your event have a hashtag or other social media presence: No
Client's Physical Mailing address: Williamson County Tax Assessor/Collector
904 South Main Street, Georgetown, TX 78626
In case of emergency contact on site of the event or within 24 hours of the event:
--Primary Contact: Judy Kocian, email: jkocian@wilco.org; **Work:** 512-943-1954; Cell: 512-773-4062
--Secondary Contact (if needed): Matt Johnson, email: matt.johnson@wilco.org; **work** : 512-943-1641
Invoices sent to: (email) jkocian@wilco.org

Speaking Fees – *$3,000*, plus costs for any teaching materials used in the presentation (there is no cost to client for an electronic handouts).

All of the Speaker's actual transportation costs [i.e. rental car and associated expenses or mileage reimbursement (IRS government reimbursement rate) and tolls where applicable] will be billed to

Please confirm that you have read and understand all terms on this page: _____(initial here)

the client after the program for full reimbursement. The speaker will bill all associated travel costs. All transportation will be coordinated by the speaker. All transportation costs shall be reimbursed pursuant to the Williamson County Vendor Reimbursement Policy, which is attached hereto and incorporated as if copied in full.

Client will reserve King/Non-Smoking room for 1-2 nights of the speaker's stay. The speaker will need a sleeping room on October 13th. (Possibly the 14th also, Speaker to notify Client at least two weeks prior to the event date if a sleeping room on the 14th is needed). Room charges and meals will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy.

Banquet Events: If the event is scheduled around a breakfast, lunch, or dinner both parties agree that the speaker will not present during any meal. Speaker will not start the presentation until the main course is cleared. Dessert can be served before he speaks. Please have the staff wait to clear tables or this must be done before the speaker goes on. Please no exceptions.

Speakers AV (Audio / Visual) Requirements: See Exhibit A.

1. Intellectual Property:

   Tony Brigmon generally encourages Clients to video record the speaking presentation for internal use only as long as a copy of the recording is provided to him for his own unrestricted use. A separate Recording Agreement is required. Tony Brigmon says "Capturing the event in a recording is a great way to capture the experience, the learning and a creative way to reinforce the experience internally." Tony Brigmon does own a proprietary interest in and the copyright to all Speech concepts and materials. Any unauthorized use, reuse, copying, reproduction, transmittal, broadcast, modification, or revisions of any such materials or concepts of the scheduled Speech or any portion thereof are expressly prohibited (unless otherwise agreed herein or by way of separate Recording agreement).

2. Facility and Date/Time: Client will provide an acceptable licensed facility for the event, in good condition, together with all necessary stage accessories, properties, and AV requirements (as outlined in Exhibit A). The date, time, and location of the event cannot be changed without the written mutual agreement of both the speaker and the client. Client agrees to pay for all facilities, equipment, and refreshment services arranged and reserved. Client will inform all participants of the event.

3. Media: The speaker/event may not be publicized until this Contract is signed and returned along with the required payment. Any additional appearances/activities requested of the Speaker should be requested by the customer after the confirmation of this Contract in writing. No additional appearances or activities (including book signings and media appearances) shall be planned by the Client nor expected of the speaker unless expressly contained as a part of the terms of this Contract. The presentation fee is understood to be for the speech program only and any additional activities are to be treated independently. Any media activities that occur in relation with the actual delivery of the event shall be summarized and submitted to the speaker within seven (7) days after they occur. Client and/or Client feedback may be added to Bureau's public client list after the contract has been fulfilled.

4. Taxes: In the event that there are any sales taxes, franchise taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the speaking engagement is to take place (including but not limited to any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority), the Client shall be wholly responsible for all such taxes and expenses in addition to any other payment due under the terms of this Contract. Notwithstanding the preceding sentence, each party shall be responsible for their own income taxes.

5. Contractor: The Speaker is not a party to this contract. The Speaker is an independent contractor and therefore the Speaker assumes all responsibility for withholding tax, social security, state tax, public liability, and worker's compensation insurance. As an independent contractor, the Speaker shall have exclusive control over the means, method and details of fulfilling the obligations stated above. Any specific objectives client has for the speaker should be addressed to the speaker in writing before the program. Neither the speaker nor Client nor any respective agent or employee of either, shall be regarded as an agent or employee of the other. Nothing herein shall be construed as reserving to any party the right to control the other. Neither party to this Contract shall have the right or authority to make any promise, guarantee, warrantee or representation or to assume, create or incur any liability or other

Please confirm that you have read and understand all terms on this page: _____(initial here)

obligation of any kind, express or implied, against or in the name of or on behalf of the other. Although, Bureau and the Speaker have a contractual relationship, neither Bureau nor the Speaker is responsible for any act or omission on the part of the other.

6. The performance of this Contract by all parties (including speaker/contractor) is subject to Acts of God, war, disaster, strikes, civil disorder, curtailment or delay of any transportation facilities, labor disputes, the unforeseeable failure of suppliers to meet their contractual obligations or, without limitation, any emergency that makes it inadvisable, illegal, or impossible to provide the facilities, to hold the function, or to travel to the function. This Contract, together with any attachments hereto, constitutes the entire agreement and supersedes all previous agreements, promises, understandings and negotiations, whether oral or written, between the client and the speaker with respect to the subject matter of the contract.

7. In the event the Speaker is unable to fulfill Speaker's obligations due to but not limited to any of those unforeseen emergencies, overriding professional obligations or illnesses beyond the control of the Speaker or Bureau. Neither Bureau nor the speaker will have any liability for the expenses or losses incurred by the Client. Bureau will attempt to provide a comparable Speaker who is acceptable to the Client as soon as possible after notification of Speakers unavailability. In this situation, the Speaking Fee reserved for the original Speaker will be automatically used for the new Speakers Speaking Fee. Any portion of the original Speaking Fee not used for the new Speaker will be refunded to the Client. Should Bureau not be able to provide a comparable Speaker who is acceptable to the Client, any and all portions of the Speaking Fee pre-paid to Bureau will be fully refundable to the Client. New travel expenses may apply. Cancellation of an engagement for any reason, by the Client, does not negate the Clients' responsibility for payment by the Client of the full Speaking Fee and any travel related expenses (such as airfare) that may have been incurred by the Speaker prior to cancellation. If Client fails to perform any of its obligations hereunder, Bureau or Speaker shall have the right to terminate this Contract and shall have no further obligations hereunder.

8. Further Assurances: In the event that Bureau, after entering this Contract, receives or discovers information which raises concern about the Client's ability to perform all of the terms and conditions of this Contract, including timely payment, or concern that the program as planned by the Client may not be acceptable or in keeping with the Speaker's public image or personal beliefs, then Bureau may request certain assurances from the Client. The assurances may include without limitation, advance payment, personal guarantees, other security agreements or adjustment(s) of the agenda.

9. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

10. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) 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.

11. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

12. Right to Audit: Bureau agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Bureau which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Bureau agrees that licensee shall have access during normal working hours to all necessary Bureau facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. licensee shall give Bureau reasonable advance notice of intended audits.

13. Severability: The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

14. Digital or Electronic Signatures: For evidentiary purposes, faxed or electronically transmitted versions of this Contract shall be deemed to be originals.

Please confirm that you have read and understand all terms on this page: _____(initial here)

In witness thereof, the above identified parties have executed this Contract and schedule and it is to become effective on the latest date for approval by all parties as indicated below. Any changes to this document must be agreed to in writing by both parties before those changes become effective. Both parties affirm they have the authority to make this Contract and abide by the terms of the agreement.

Please sign where indicated below and return this confirmation letter by July 12th 2019

Payment for this event shall be due at the time that services are rendered. Any payments made after this due date must be made via an ACH transfer, wire transfer, or cashier's check. Speaker will perform only when the required payments are made.

For your records, our Federal Tax I.D. Number is: 20-1782214. Please make checks payable to: ***Fleck, LLC. Physical/Mailing Address: 320 South Boston, Suite 1026, Tulsa, OK, 74103.***

Payment Method and Terms*: Corporate Checks and ACH Direct Deposits payments are preferred.*

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.

In the event that your meeting is re-scheduled due to any unforeseeable circumstances outlined in paragraph 6. In that case, all monies are held in Escrow until the event.

Sign and Return This Contract by way of electronic signature via Docusign, Scan/Email back or Fax to: 1.877.882.5368

Accepted By:

_____	8/14/2019
County Judge Bill Gravell DATE	Koby Fleck DATE
Williamson County Tax	Member/Manager, Fleck LLC.
Assessor/Collector	(DBA: Texas Speakers Bureau)

Please confirm that you have read and understand all terms on this page: _____(initial here)

EXHIBIT A:

____ Client understands and agrees to communicate all Client generated hotel, travel logistics or other time sensitive event information to Speaker directly at the below contact information (at least 3 weeks before the event date). Please keep the Bureau cc'd on all communication so we can further assist as needed.

Audio/Visual Equipment:

Microphone:

First choice: Lavaliere mic and hand-held wireless microphone at podium.

Second choice: Lavaliere mic and a hand-held microphone (with cable), with adjustable floor stand.

Music Playback:

Request a mixer (small black electrical box – all hotels have them and use them) to connect Tony's MP3 player to house PA system for music playback. Tony will bring a back-up Bose speaker for use, if needed

Tony can connect his mp3 player to a mixer: mini output.

Tony must be able to reach his mp3 player from the podium or small table. Please place the mixer inside the podium or within reasonable reach of the podium. Will need very small table for Bose Speaker next to podium.

Extension Cord: Please request an extension cord that will accommodate up to three separate plugs.

Speaker and Bureau Contact Info:

Speakers Contact Info: Tony Brigmon, cell: (469) 826-8792, tonybrigmon@gmail.com

Speakers Bureau:

Logistics: Braylyn Yancy, 1.877.882.5368, email: staff@crownspeakers.com

Other: Koby Fleck's office: 918-378-8888; personal cell phone is 918-313-1000; email: Koby@CrownSpeakers.com

NOTE: If contacting the bureau in a time sensitive situation or emergency, please:
1. Call our main line and leave a message (if no one answers): 918 378 8888
2. Send an email to koby@crownspeakers.com and staff@crownspeakers.com
3. And call 918 313 1000.

Important: Pre-Program Questionnaire (Please fill out the questionnaire, the information you provide will help the speaker do a great job for you. It is only necessary to answer the questions that are relevant for your event. Please visit this link at your convenience):

http://www.tonybrigmon.com/your-special-messages.html

Please confirm that you have read and understand all terms on this page: _____(initial here)

Commissioners Court - Regular Session **16.**

Meeting Date: 08/27/2019

TxDMV Interlocal Agreement

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement and Contract between the Texas Department of Motor Vehicles and Williamson County for equipment and consumables and authorizing execution of both documents.

Background

This interlocal agreement between the Texas Department of Motor Vehicles and Williamson County includes a Scope of Services, General Terms and Conditions, a RTS Workstation Lease Agreement, Designation of Equipment Custodian(s), and County Equipment List. Approval of this ILA will allow the county to lease additional workstations at a rate of $350 per year plus $11 per year for an eLearning account, rate subject to change annually. If a cable drop is needed there is a onetime fee of $180. For workstations that are leased by the county for placement in a full-service deputy office there is an additional annual cost of $4,240 per FSD per year to cover the T1 circuit cost. **The county is not requesting to lease any additional workstations at this time.** Lease charges are billed annually. First year lease charges are prorated based on the installation date and will be included on the next annual invoice. This agreement terminates six years from the date the State executes the contract unless otherwise terminated as provided in attachment B. Department contact is Larry Gaddes Williamson County Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Contract

Equipment List

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 09:10 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:27 AM
Form Started By: Erica Smith		Started On: 08/21/2019 09:52 AM
Final Approval Date: 08/22/2019		

THE STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT WITH TEXAS**
	§	**DEPARTMENT OF MOTOR VEHICLES FOR**
	§	**PROVISION OF EQUIPMENT AND**
COUNTY OF WILLIAMSON	**§**	**CONSUMABLES**

WHEREAS, the State of Texas, acting by and through the Texas Department of Motor Vehicles, is statutorily responsible for administering motor vehicle titles and registrations; and

WHEREAS, the Williamson County Tax Assessor-Collector serves as an agent for the Texas Department of Motor Vehicles; and

WHEREAS, the Texas Department of Motor Vehicles provides the necessary automated registration and title system equipment, consumables and training necessary for Williamson County to process motor vehicle titles and registrations; and

WHEREAS, an Interlocal Agreement is necessary between Texas Department of Motor Vehicles and Williamson County and will state the intended Scope of Services between the parties; and

WHEREAS, an Interlocal Agreement will list the General Terms and Conditions between the parties; and

WHEREAS, the Interlocal Agreement shall include a RTS Workstation Lease Agreement that provides Williamson County with the option to lease additional RTS equipment if requested; and

WHEREAS, the Interlocal Agreement will designate the Primary County Equipment Custodian responsible for the tracking of equipment assigned to the county by the Texas Department of Motor Vehicles; and

WHEREAS, a complete list of Texas Department of Motor Vehicle equipment to include asset number, asset description, serial identification, and asset location will be included in the Interlocal Agreement.

NOW, THEREFORE, the Williamson County Commissioners Court does hereby resolve that the Interlocal Agreement is in the best interest of Williamson County and that the obligations and requirements set forth are properly within the legal authority of the Contracting Parties.

APPROVED AND ADOPTED by the Williamson County Commissioners Court on this the _____ day of _____, 2019.

_____

County Judge Bill Gravell

STATE OF TEXAS §

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

for Provision of Equipment and Consumables

THIS CONTRACT is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "department" or "TxDMV," and the County of _____, Texas, acting by and through its duly authorized officials, hereinafter called the "county."

WITNESSETH

WHEREAS, the department is statutorily responsible for administering motor vehicle titles and registrations pursuant to Texas Transportation Code Chapters 501, 502, 504 and 520; and

WHEREAS, the county tax assessor-collector acts as agent for the department in the administration of motor vehicle titles and registration; and

WHEREAS, Texas Transportation Code §501.023 provides that to obtain a vehicle title an owner must apply to the county tax assessor-collector; and

WHEREAS, Texas Transportation Code §502.040 provides that an application for vehicle registration is made through the county tax assessor-collector; and

WHEREAS, the department maintains an automated system for the uniform administering of motor vehicle titles and registration, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the department and the county desire that equipment procured by the department, hereinafter identified as the "equipment," be installed and operated at location(s) under the jurisdiction of the county; and

WHEREAS, associated policies and procedures for the county use of the equipment are found in the department's County Equipment Guide and in Title 43, Texas Administrative Code (TAC), Sections 217.71-.74; and

WHEREAS, the department will furnish the equipment to the county provided the county agrees to adhere and comply with the County Equipment Guide and the requirements established in this agreement; and

WHEREAS, the department provides the county with certain consumable materials that are integral to the administration of motor vehicle titles and registrations, including disabled placards, cardboard tags, forms, license plates, registration sticker paper, toner cartridges, registration receipt paper, department ad campaign supplies, and other materials (hereinafter referred to as "consumables"); and

WHEREAS, the department and the county are authorized to enter into interlocal contracts or agreements under the authority of Texas Government Code, Chapter 791; and

WHEREAS, on the ____ day of _____, 20___, the _____ County Commissioners Court Order or Resolution No. _____, attached and identified as "Attachment C," authorizing the county's execution of this agreement.

AGREEMENT

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

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV or department)

_____ (County)

II. PURPOSE: Provision of Equipment and Consumables to counties to administer motor vehicle title and registration transactions.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV and the county will perform statutorily required functions related to administering titles and registrations of motor vehicles as described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates six years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment B**, Article 4 of this Agreement.

VI. CONTINUING CONTRACT OBLIGATIONS: The obligations and requirements of this contract are not affected by a change in personnel at the county or at the department, including a change in elected or appointed officials.

VII. LEGAL AUTHORITY: The parties certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The County Commissioners Court, by resolution or ordinance dated_____, has authorized the county to obtain and provide the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services**, Attachment B**, General Terms and Conditions, **Attachment C**, Resolution or Ordinance, **Attachment D**, RTS Workstation Lease Agreement, **Attachment E**, Designation of Equipment Custodian, **Attachment F**, County Equipment List.

FOR THE COUNTY

_____(Name of County)

By Date

_____ _____

Typed or Printed Title and Name

_County Judge_____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Department of Motor Vehicles Board.

By _____ Date _____

Jeremiah Kuntz
Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

ATTACHMENT A

Scope of Services

The department will continue to provide equipment, consumables, and support to the county to facilitate the county in administering motor vehicle title and registration transactions, under the following conditions:

The department shall:

1. Provide workstations and equipment in accordance with guidelines set forth in the County Equipment Guide. On an annual basis, the department will provide the county a list of the equipment then assigned to the county. Attachment F, County Equipment List, will be renewed as according to the County Equipment Guide, and will become part of this agreement.The department retains full and complete ownership of the equipment and nothing in this agreement shall grant to the county, its officers, employees, or contractors, ownership in the equipment;

2. Maintain all the hardware and software necessary to support the equipment at approved county tax assessor-collector office locations;

3. Provide the county with the opportunity to lease additional workstations at county expense. A copy of the lease agreement is incorporated into this agreement and is found in Attachment D. Leased workstations are the property of the department;

4. Determine the county's annual needs of VTR-500-RTS paper and toner cartridges, based on historical use, as described in the County Equipment Guide. VTR-500-RTS paper and toner cartridges in excess of the department's determination are available at county expense;

5. Provide basic web-based training for county staff on the processing of title and registration transactions. Additional instruction, training, webinars and user guides may be provided as system adjustments and enhancements are made; and

6. Provide online access to department registration and title manuals.

The county shall:

1. Designate a person employed by the county to serve as the primary equipment custodian, whose responsibility it is to track equipment received by the county pursuant to this agreement. The county will designate the primary equipment custodian in Attachment E of this agreement, and may designate secondary equipment custodians if needed for multiple sites. The primary equipment custodian, in addition to the county itself, is responsible for ensuring compliance with the County Equipment Guide, which is adopted by reference to this agreement. If the County Equipment Guide is updated by the department, the primary equipment custodian must ensure that appropriate county personnel are informed of the update. The primary equipment custodian is also responsible for preparing the county for periodic equipment refreshes. Should the primary or secondary custodians cease employment with the county, the county shall appoint new custodians and update Attachment E.

2. Report lost or stolen equipment to the department within 48 hours of discovery, as provided by the County Equipment Guide. A copy of any resulting police report shall be provided to the department within five business days;

3. Reimburse the department for the replacement cost of lost, stolen or damaged (not due to natural disaster) equipment. The department will invoice the county in accordance with the County Equipment Guide;

4. Not dispose of, transfer, resell, or designate as surplus any of the equipment or consumables provided through this agreement;

5. Process transactions in compliance with the Transportation Code and the department's title and registration manuals and related bulletins;

6. Turn in defective consumables for replacement to the department's local regional service center to which the county is assigned;

7. Ensure all county personnel (or those acting on its behalf) are adequately trained to administer motor vehicle title and registration transactions on behalf of the department;

8. Provide all personnel who use department workstations with training on confidentiality and fraud detection; and

9. Ensure access to department equipment and systems by terminated employees is removed within 48 hours of termination.

ATTACHMENT B

General Terms and Conditions

Article 1. Amendments

The Interlocal Agreement, Scope of Services, and General Terms and Conditions may be amended upon agreement by both parties, without the need to execute a new contract.

The department may update and make changes to the County Equipment Guide and appendices not listed above unilaterally.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Ownership of Equipment

All equipment provided by TxDMV under this contract is and will remain the property of the TxDMV.

Article 4. Suspension or Termination

This contract may be terminated by any of the following conditions:

A. By mutual consent and agreement of the parties.
B. By either party after thirty days written notice.
C. By TxDMV, should it determine at any time that the County has failed to comply with any of the requirements in this agreement.

Should termination of this agreement occur, the County shall allow TxDMV to remove its equipment. TxDMV shall remove equipment within a reasonable amount of time.

In lieu of termination, should TxDMV determine at any time that the County has failed to comply with any of the requirements in this agreement, TxDMV may suspend access to the automated registration and title system at one or all County locations until such failure is corrected.

Article 5. Compliance with Laws

The parties shall comply with all federal, state, and local laws in any manner affecting the performance of this agreement.

Article 6. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 7. Unauthorized Use of Equipment

The county is provided complete workstations to access RTS. Thus, absent written approval by TxDMV, no additional equipment, hardware, or software may be installed or attached to a workstation.

The equipment may not be moved, relocated, manipulated, disassembled, or reassembled without written approval by TxDMV. This includes attempts to repair the equipment. Absent written approval by TxDMV, workstations may only be used to access RTS.

Article 8. Confidentiality

The county understands that TxDMV collects and maintains confidential and sensitive information and that TxDMV permits access to this data by this agreement. The county is responsible, by law and through this agreement, for maintaining the confidentiality of that data. The county may only disclose confidential information in accordance with Transportation Code Chapter 730, Government Code Chapter 552, and this agreement. The county understands and agrees that the unauthorized release of confidential information may subject its officers, employees, and contractors to liability or prosecution, and may result in the termination of this contract.

The county understands and agrees that any access to RTS granted by the department, including any logins and passwords, are confidential and that said access will not be disclosed to unauthorized persons. Attempts to circumvent department security devices or protocols, by unauthorized software, hardware, or other means, is expressly prohibited and may result in liability or prosecution and termination of this contract.

ATTACHMENT C
Resolution or Ordinance

On the_____day of_____, 20____, the _____ County Commissioner's Court passed Resolution No. _____, hereinafter identified by reference, authorizing the County's participation in this Agreement.

Please attach a copy of the Resolution or Ordinance to this Agreement.

ATTACHMENT D

RTS WORKSTATION LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF _____

THIS AGREEMENT is made between the Texas Department of Motor Vehicles "TxDMV" or "department" and the "county" pursuant to Texas Transportation Code, Section 520.0093, for the purposes of providing the County of _____, Texas an option to lease additional Registration and Title System ("RTS") workstations directly from the State. This agreement is incorporated into the Interlocal Agreement for Provision of Equipment and Consumables ("County Agreement") and is subject to the provisions of the County Agreement and the County Equipment Guide, including but not limited to provisions relating to: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies.

1. If the county desires additional RTS workstations beyond what is allocated by the department, the workstations may be leased **at county expense** from the department.

2. The cost of leasing a basic RTS workstation[1] will be $350 per year plus $11 per year for an eLearning account, for a total annual lease cost of $361. If a cable drop is needed for a workstation, there is a one-time cost of $180 per drop. For workstations that are leased by the county for placement in a full service deputy ("FSD") office, there is an additional annual cost of $4,260 per full service deputy site, per year to cover the T1 circuit cost.

3. Lease charges are billed annually on the county's annual invoice. Lease costs are prorated for the first year of the lease term based on the installation date, and the prorated amount will be included on the county's next annual invoice.

4. The county may request the department remove the leased equipment at any time. The equipment will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.

5. Costs for leased equipment and services are subject to change annually.

6. The county will indicate equipment requirements below (by site and quantity). Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraphs 2 and 3 above.

7. In addition to the provisions of the original County Agreement, TxDMV's responsibility for equipment installed at FSD sites (i.e., privately owned, for-profit enterprises performing motor vehicle title and registration transactions for the county tax office) is limited to ensuring the equipment remains operational. The county will be responsible for all training, forms, supplies, user policy and procedures, etc., associated with this offsite equipment. This agreement will remain in force for as long as the County Agreement remains effective.

[1]The Basic RTS Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

8. Workstations identified below that are leased under the provisions of this agreement will be installed following approval of the County Commissioner's Court and after signature by the County Judge (or a designee when supported by a certified copy of the Commissioner's Court Order or Resolution, which must be attached) and counter signed by the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

The County of _____, Texas will lease _____ additional RTS workstation(s) to be installed at the following County Tax Office or full service deputy location(s).

Site Type County or FSD	New (N) or Existing (E) Site	Site Name	Site Address	Workstation Quantity

	Item	Site Name	Quantity	Individual Item Cost	Total Annual Cost
1.	RTS Workstation, Basic[1] (non-FSD site)			$361.00	
2.	RTS Workstation, Basic[1] (FSD site)			$361.00	
3.	T1 Circuit Cost (FSD sites only – one annual circuit charge per FSD site)			$4,260.00	
Note: cable drops are an additional $180 each and charged in first year only				**Annual Lease Cost**	

_____ _____ _____ _____

County Judge Date Jeremiah Kuntz Date
Director, Vehicle Titles and Registration

_____

County

[1]The Basic RTS Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

ATTACHMENT E

Designation of Equipment Custodian(s)

The county is required to designate a primary equipment custodian who is responsible for the tracking of equipment assigned to the county by the department pursuant to this agreement. The county may choose to designate secondary equipment custodians who are responsible for equipment at county sites where equipment provided through this contract is located.

Primary County Equipment Custodian

County	
Name	
Email	
Phone Number	
Physical Address	

Secondary County Equipment Custodian(s)
may designate one per county office

County Site Name	Custodian Name	Email	Phone Number

ATTACHMENT F

County Equipment List[1]

Count	Item Type	Asset Tag Identification Number
1.	Workstation, Basic[1]	
2.	Workstation, Basic	
3.	webDEALER Workstation	
4.	webDEALER Workstation	
5.		
6.		
7.		
8.		
9.		
10.		

By signing this form, the equipment custodian, so designated by the county, takes responsibility for the equipment in the county's possession.

County _____

Equipment Custodian Name _____

Equipment Custodian Signature _____

[1]The department will provide an annual County Equipment List that will serve as Attachment F.

[2]The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

AU CID-WILLIAMSON COUNTY MAIN OFFICE @ 904 S. MAIN GEORGETOWN TX 78626

Asset #		Serial ID	Location	Condition (G, F, P)	Custodian	Validation *1-Located; 2-Transfer; or 3 Missing/Stolen*	Inv. Control Use Only
019580	LAN/WAN SWITCHING	FCQ1528Y3H5	4AU246M000	G	Van Pelt,Pamela		
030133	COMPUTER HARDWARE- OTHER	FJC1918E0N2	4AU246M000	G	Van Pelt,Pamela		
031228	PRINTERS	PHBBQ11590	4AU246M000	G	Van Pelt,Pamela		
031965	COMPUTER, DESKTOP	MXL7331KQX	4AU246M000	G	Van Pelt,Pamela		
031992	COMPUTER, DESKTOP	MXL7331KPK	4AU246M000	G	Van Pelt,Pamela		
033000	COMPUTER, DESKTOP	2UA6322W9C	4AU246M000	G	Van Pelt,Pamela		
033001	PRINTERS	PHBBR15169	4AU246M000	G	Van Pelt,Pamela		
033002	COMPUTER, DESKTOP	2UA6322W8X	4AU246M000	G	Van Pelt,Pamela		
033003	PRINTERS	PHBBR15166	4AU246M000	G	Van Pelt,Pamela		
033004	COMPUTER, DESKTOP	2UA6322W8J	4AU246M000	G	Van Pelt,Pamela		
033005	PRINTERS	CNDJ8B0YZ	4AU246M000	G	Van Pelt,Pamela		
033006	COMPUTER, DESKTOP	2UA6322VCG	4AU246M000	G	Van Pelt,Pamela		
033007	PRINTERS	PHBBQ15888	4AU246M000	G	Van Pelt,Pamela		
033008	COMPUTER, DESKTOP	2UA6322V79	4AU246M000	G	Van Pelt,Pamela		
033009	PRINTERS	PHBBR15178	4AU246M000	G	Van Pelt,Pamela		
033010	COMPUTER, DESKTOP	2UA6322WB5	4AU246M000	G	Van Pelt,Pamela		
033011	PRINTERS	PHBBR15168	4AU246M000	G	Van Pelt,Pamela		
033012	COMPUTER, DESKTOP	2UA6322W8T	4AU246M000	G	Van Pelt,Pamela		
033013	PRINTERS	PHBBR15171	4AU246M000	G	Van Pelt,Pamela		
033014	COMPUTER, DESKTOP	2UA6322WB9	4AU246M000	G	Van Pelt,Pamela		
033015	PRINTERS	PHBBR15164	4AU246M000	G	Van Pelt,Pamela		
033016	COMPUTER, DESKTOP	2UA6322W9F	4AU246M000	G	Van Pelt,Pamela		
033017	PRINTERS	PHBBQ15887	4AU246M000	G	Van Pelt,Pamela		
033018	COMPUTER, DESKTOP	2UA6322WBP	4AU246M000	G	Van Pelt,Pamela		
033019	PRINTERS	PHBBR15158	4AU246M000	G	Van Pelt,Pamela		
033020	PRINTERS	PHBBR15181	4AU246M000	G	Van Pelt,Pamela		
033021	COMPUTER, DESKTOP	2UA6322XNQ	4AU246M000	G	Van Pelt,Pamela		
033022	PRINTERS	2UA6322V5Y	4AU246M000	G	Van Pelt,Pamela		

_____ **Employee Printed Name**

_____ **Employee Signature**

_____ **Date**

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between _____ *(date)* ***and*** _____ *(date)* ***by*** _____ *(names)* ***and identified as either located*** *(condition and custodian name provided and shown as "located" in last column);* ***transferred*** *("see attached transfer" shown in the last column with a copy of the transfer attached to this report);* ***or, as missing/stolen/damaged*** *("see attached missing/stolen report" shown in last column and a copy of the new, custodian/inventory coordinator signed missing/stolen report attached to this report).*

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

AU CID-WILLIAMSON COUNTY MAIN OFFICE @ 904 S. MAIN GEORGETOWN TX 78626							
Asset #		**Serial ID**	**Location**	**Condition (G, F, P)**	**Custodian**	**Validation** *1-Located; 2-Transfer; or 3 Missing/Stolen*	**Inv. Control Use Only**
033917	PRINTERS	PHBBQ15343	4AU246M000	G	Van Pelt,Pamela		
034815	PRINTERS	PHBBQ14532	4AU246M000	G	Van Pelt,Pamela		
038016	COMPUTER, DESKTOP	2UA6322W9B	4AU246M000	G	Van Pelt,Pamela		
038017	PRINTERS	PHBBR15160	4AU246M000	G	Van Pelt,Pamela		
038018	COMPUTER, DESKTOP	2UA6322WBS	4AU246M000	G	Van Pelt,Pamela		
038019	PRINTERS	PHBBR15170	4AU246M000	G	Van Pelt,Pamela		
038020	COMPUTER, DESKTOP	2UA6322V6S	4AU246M000	G	Van Pelt,Pamela		
038021	PRINTERS	PHBBR15183	4AU246M000	G	Van Pelt,Pamela		
038022	PRINTERS	2UA6322WBD	4AU246M000	G	Van Pelt,Pamela		
038023	COMPUTER, DESKTOP	2UA6322WS2	4AU246M000	G	Van Pelt,Pamela		
038024	PRINTERS	PHBBR15180	4AU246M000	G	Van Pelt,Pamela		
038025	COMPUTER, DESKTOP	2UA6322W9K	4AU246M000	G	Van Pelt,Pamela		
038026	PRINTERS	PHBBR15185	4AU246M000	G	Van Pelt,Pamela		
038027	COMPUTER, DESKTOP	2UA6322VC5	4AU246M000	G	Van Pelt,Pamela		
038028	PRINTERS	PHBBR15176	4AU246M000	G	Van Pelt,Pamela		
038029	COMPUTER, DESKTOP	2UA6322V7T	4AU246M000	G	Van Pelt,Pamela		
038030	PRINTERS	PHBBQ15838	4AU246M000	G	Van Pelt,Pamela		
038031	COMPUTER, DESKTOP	2UA6322VCK	4AU246M000	G	Van Pelt,Pamela		
038032	PRINTERS	PHBBQ15884	4AU246M000	G	Van Pelt,Pamela		
038033	PRINTERS	PHBBR15179	4AU246M000	G	Van Pelt,Pamela		
038034	COMPUTER, DESKTOP	2UA6322VCQ	4AU246M000	G	Van Pelt,Pamela		
038035	PRINTERS	PHBBR15184	4AU246M000	G	Van Pelt,Pamela		
038036	COMPUTER, DESKTOP	2UA6322WBC	4AU246M000	G	Van Pelt,Pamela		
038037	PRINTERS	PHBBR15162	4AU246M000	G	Van Pelt,Pamela		
038038	COMPUTER, DESKTOP	2UA6322WC2	4AU246M000	G	Van Pelt,Pamela		
038039	PRINTERS	PHBBR15167	4AU246M000	G	Van Pelt,Pamela		
	END OF REPORT						

Employee Printed Name _____ **Employee Signature** _____ **Date** _____

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between _____ *(date)* ***and*** _____ *(date)* ***by*** _____ *(names)* ***and identified as either located*** *(condition and custodian name provided and shown as "located" in last column);* ***transferred*** *("see attached transfer" shown in the last column with a copy of the transfer attached to this report);* ***or, as missing/stolen/damaged*** *("see attached missing/stolen report" shown in last column and a copy of the new, custodian/inventory coordinator signed missing/stolen report attached to this report).*

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

AU CID-WILLIAMSON COUNTY SUBSTATION @ 350 DISCOVERY BLVD. STE. 101 CEDAR PARK TX 78613							
Asset #	**Asset Description**	**Serial ID**	**Location**	**Condition (G, F, P)**	**Custodian**	**Validation** *1-Located; 2-Transfer; or 3 Missing/Stolen*	**Inv. Control Use Only**
001187	PRINTERS	CND1D28119	5AU246S000	G	Van Pelt,Pamela		
017430	LAN/WAN SWITCHING	FCQ1707Y1D8	5AU246S000	G	Van Pelt,Pamela		
019647	LAN/WAN SWITCHING	FTX15358347	5AU246S000	G	Van Pelt,Pamela		
031773	PRINTERS	PHBBR15241	5AU246S000	G	Van Pelt,Pamela		
031915	PRINTERS	PHBBR02746	5AU246S000	G	Van Pelt,Pamela		
031921	PRINTERS	PHBBR02847	5AU246S000	G	Van Pelt,Pamela		
031957	COMPUTER, DESKTOP	MXL7331KP6	5AU246S000	G	Van Pelt,Pamela		
031981	COMPUTER, DESKTOP	MXL7331KR8	5AU246S000	G	Van Pelt,Pamela		
031990	COMPUTER, DESKTOP	MXL7331KR5	5AU246S000	G	Van Pelt,Pamela		
034000	PRINTERS	PHBBR12236	5AU246S000	G	Van Pelt,Pamela		
034001	COMPUTER, DESKTOP	MXL6282D2M	5AU246S000	G	Van Pelt,Pamela		
034002	COMPUTER, DESKTOP	2UA6322X9H	5AU246S000	G	Van Pelt,Pamela		
034003	PRINTERS	PHBBR12226	5AU246S000	G	Van Pelt,Pamela		
034004	PRINTERS	PHBBR12195	5AU246S000	G	Van Pelt,Pamela		
034005	COMPUTER, DESKTOP	2UA6322XMM	5AU246S000	G	Van Pelt,Pamela		
034006	PRINTERS	PHBBR12414	5AU246S000	G	Van Pelt,Pamela		
034007	COMPUTER, DESKTOP	2UA6322V9Q	5AU246S000	G	Van Pelt,Pamela		
034008	COMPUTER, DESKTOP	2UA6322VY9	5AU246S000	G	Van Pelt,Pamela		
034009	PRINTERS	PHBBR12216	5AU246S000	G	Van Pelt,Pamela		
034010	PRINTERS	PHBBR12231	5AU246S000	G	Van Pelt,Pamela		
034011	COMPUTER, DESKTOP	2UA6322X1S	5AU246S000	G	Van Pelt,Pamela		
034012	PRINTERS	PHBBR12238	5AU246S000	G	Van Pelt,Pamela		
034013	COMPUTER, DESKTOP	2UA6322WKN	5AU246S000	G	Van Pelt,Pamela		
034014	COMPUTER, DESKTOP	2UA6322XB3	5AU246S000	G	Van Pelt,Pamela		
034016	PRINTERS	PHBBR12417	5AU246S000	G	Van Pelt,Pamela		
034017	COMPUTER, DESKTOP	2UA6322VBM	5AU246S000	G	Van Pelt,Pamela		
037168	PRINTERS	PHBBR02847	5AU246S000	G	Van Pelt,Pamela		
	END OF REPORT						

_____ _____ _____

Employee Printed Name **Employee Signature** **Date**

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between _____ *(date)* ***and*** _____ *(date)* ***by*** _____ *(names)* ***and identified as either located*** *(condition and custodian name provided and shown as "located" in last column);* ***transferred*** *("see attached transfer" shown in the last column with a copy of the transfer attached to this report);* ***or, as missing/stolen/damaged*** *("see attached missing/stolen report" shown in last column and a copy of the new, custodian/inventory coordinator signed missing/stolen report attached to this report)***.**

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

AU CID-WILLIAMSON COUNTY SUBSTATION 1 @ 1801 E. OLD SETTLER'S ROUND ROCK TX 78664							
Asset #	**Asset Description**	**Serial ID**	**Location**	**Condition (G, F, P)**	**Custodian**	**Validation** *1-Located; 2-Transfer; or 3 Missing/Stolen*	**Inv. Control Use Only**
017427	LAN/WAN SWITCHING	FCQ1706Y22Q	5AU246S001	G	Van Pelt,Pamela		
019609	LAN/WAN SWITCHING	FTX15358353	5AU246S001	G	Van Pelt,Pamela		
031966	COMPUTER, DESKTOP	MXL7331KRL	5AU246S001	G	Van Pelt,Pamela		
032227	COMPUTER, DESKTOP	2UA6322VBV	5AU246S001	G	Van Pelt,Pamela		
032228	PRINTERS	PHBBR14545	5AU246S001	G	Van Pelt,Pamela		
032229	COMPUTER, DESKTOP	2UA6322VJP	5AU246S001	G	Van Pelt,Pamela		
032230	PRINTERS	PHBBR14543	5AU246S001	G	Van Pelt,Pamela		
032231	COMPUTER, DESKTOP	2UA6322V9H	5AU246S001	G	Van Pelt,Pamela		
032232	PRINTERS	PHBBR14535	5AU246S001	G	Van Pelt,Pamela		
032233	COMPUTER, DESKTOP	2UA6322V1B	5AU246S001	G	Van Pelt,Pamela		
032234	PRINTERS	PHBBR14547	5AU246S001	G	Van Pelt,Pamela		
032235	COMPUTER, DESKTOP	2UA6322VL4	5AU246S001	G	Van Pelt,Pamela		
032236	PRINTERS	PHBBR14539	5AU246S001	G	Van Pelt,Pamela		
032237	COMPUTER, DESKTOP	2UA6322V21	5AU246S001	G	Van Pelt,Pamela		
032238	PRINTERS	PHBBR14542	5AU246S001	G	Van Pelt,Pamela		
032239	COMPUTER, DESKTOP	2UA6322V27	5AU246S001	G	Van Pelt,Pamela		
032240	PRINTERS	PHBBR14540	5AU246S001	G	Van Pelt,Pamela		
032241	COMPUTER, DESKTOP	2UA6322TZM	5AU246S001	G	Van Pelt,Pamela		
032242	PRINTERS	PHBBR14550	5AU246S001	G	Van Pelt,Pamela		
032243	COMPUTER, DESKTOP	2UA6322VHJ	5AU246S001	G	Van Pelt,Pamela		
032244	PRINTERS	PHBBR14544	5AU246S001	G	Van Pelt,Pamela		
032245	COMPUTER, DESKTOP	2UA6322VCT	5AU246S001	G	Van Pelt,Pamela		
032246	PRINTERS	PHBBR14549	5AU246S001	G	Van Pelt,Pamela		
037218	PRINTERS	PHBBQ15875	5AU246S001	G	Van Pelt,Pamela		
	END OF REPORT						

_____ _____ _____

Employee Printed Name **Employee Signature** **Date**

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between _____ *(date)* ***and*** _____ *(date)* ***by*** _____ *(names)* ***and identified as either located*** *(condition and custodian name provided and shown as "located" in last column);* ***transferred*** *("see attached transfer" shown in the last column with a copy of the transfer attached to this report);* ***or, as missing/stolen/damaged*** *("see attached missing/stolen report" shown in last column and a copy of the new, custodian/inventory coordinator signed missing/stolen report attached to this report).*

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

AU CID-WILLIAMSON COUNTY SUBSTATION 2 @ 412 VANCE ST. STE. 1 TAYLOR TX 76574

Asset #	Asset Description	Serial ID	Location	Condition (G, F, P)	Custodian	Validation *1-Located; 2-Transfer; or 3 Missing/Stolen*	Inv. Control Use Only
019630	LAN/WAN SWITCHING	FTX1535834B	5AU246S002	G	Van Pelt,Pamela		
033115	PRINTERS	PHBBQ14735	5AU246S002	G	Van Pelt,Pamela		
033116	COMPUTER, DESKTOP	2UA6322TZN	5AU246S002	G	Van Pelt,Pamela		
033117	PRINTERS	PHBBQ14727	5AU246S002	G	Van Pelt,Pamela		
033118	COMPUTER, DESKTOP	2UA6322V0L	5AU246S002	G	Van Pelt,Pamela		
033119	PRINTERS	PHBBQ14685	5AU246S002	G	Van Pelt,Pamela		
033120	COMPUTER, DESKTOP	2UA6322W7M	5AU246S002	G	Van Pelt,Pamela		
033121	PRINTERS	PHBBQ14742	5AU246S002	G	Van Pelt,Pamela		
033122	COMPUTER, DESKTOP	2UA6322V03	5AU246S002	G	Van Pelt,Pamela		
	END OF REPORT						

_____ _____ _____

Employee Printed Name **Employee Signature** **Date**

By my signature above, I attest that the assets listed above were each accounted for during a physical location performed between _____ *(date)* ***and*** _____ *(date)* ***by*** _____ *(names)* ***and identified as either located*** *(condition and custodian name provided and shown as "located" in last column);* ***transferred*** *("see attached transfer" shown in the last column with a copy of the transfer attached to this report);* ***or, as missing/stolen/damaged*** *("see attached missing/stolen report" shown in last column and a copy of the new, custodian/inventory coordinator signed missing/stolen report attached to this report)***.**

NOTE: IF ADDITIONAL ASSETS ARE FOUND THAT ARE NOT ON THIS REPORT, ADD THEM TO AN "ADDITIONAL ITEMS FOUND" FORM RATHER THAN ADDING THEM HERE.

Commissioners Court - Regular Session **17.**

Meeting Date: 08/27/2019

Investment Advisory Services with Hilltop Securites Asset Management, LLC

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Investment Advisory Services contract, for the same pricing, terms and conditions as the existing contract for a two-year term, covering September 7, 2019 - September 6, 2021, with Hilltop Securities Asset Management, Inc., f/k/a First Southwest Asset Management, Inc.

Background

This is a two-year renewal period. This expenditure will be for FY20, however it has been budgeted annually through the County Judge's budget under investment advisory services 01.0100.0409.004100. The primary point of contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hilltop Securities Asset Management, LLC for Investment Advisory Services

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 09:52 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:54 AM
Form Started By: Dianne West		Started On: 08/21/2019 10:01 AM
Final Approval Date: 08/22/2019		

RENEWAL AGREEMENT FOR
INVESTMENT ADVISORY SERVICES BY AND BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
f/k/a First Southwest Asset Management, Inc.

This Renewal Investment Advisory Agreement (the "**Agreement**") is made by and between Williamson County (the "**Investor**") and Hilltop Securities Asset Management, LLC ("**HSAM**") f/k/a First Southwest Asset Management, Inc. ("FSAM"). This agreement shall be effective as of the date of its acceptance by the Investor, as indicated below.

1. Effective December 13, 2018, the legal name of the firm was changed to Hilltop Securities Asset Management, LLC, which name change did not alter the ownership, structure, assets or liabilities of the firm. In that the name change of the firm did not constitute an assignment or transfer of rights or property, HSAM represents that its rights and obligations under the IA Agreement (defined herein below) are the same as those of FSAM.

2. This Agreement renews and extend the current Investment Advisory Agreement ("IA Agreement"), executed by Investor and FSAM.

3. The term of the IA Agreement is hereby extended for a period of two (2) years from September 7, 2019 to September 6, 2021. As consideration for the services provided by HSAM under this Agreement, HSAM will be entitled to a fee, which Investor agrees to pay, determined in accordance with Appendix A of this Renewal Agreement.

4. All written communication to the Investor shall be sent to the Investor's address set forth below or as directed in writing to HSAM by the Investor. Any written communication from the Investor to HSAM under this Agreement must be in written form and mailed or delivered to:

Hilltop Securities Asset Management, LLC
2700 Via Fortuna, Suite 410
Austin, TX 78746
Attention: Mr. Scott McIntyre
Fax Number: (512) 481-2020

Any notice, statement, or other communication mailed to the other party to this Agreement in accordance with this section will be deemed to be given upon that party's actual receipt of such notice, statement, or other communication.

All other terms, provisions, conditions and obligations of the IA Agreement between Investor and HSAM shall remain in full force and effect. The IA Agreement, including any amendments and this Agreement shall be construed together as a single contractual agreement.

Executed this _____ day of _____, 2019

WILLIAMSON COUNTY, TEXAS	**HILLTOP SECURITIES ASSET MANAGEMENT, LLC**
_____	_____
Signature of Investor	Signature of Officer
_____	SCOTT MCINTYRE
Print Name	Print Name
_____	MANAGING DIRECTOR
Capacity of Signatory	Capacity of Signatory
_____	
Address	
_____	
_____	
Fax Number	

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Hilltop Securities Asset Management, LLC ("HSAM") f/k/a First Southwest Asset Management, Inc. in connection with the investment of the Portfolio for the Investor, it is understood and agreed that its fee will be at fixed quarterly rate of $10,000.

Approximately thirty (30) days following the conclusion of each calendar quarter, HSAM shall provide Investor with an invoice that adequately sets forth the fees claimed to be due to HSAM for the prior calendar quarter. Said fee includes all costs of services related to the investment services provided under this Agreement. Any other fees earned by HSAM relating to Investor transactions, shall be described in advance of any transaction and fully disclosed to the Investor. Investor's payment for services shall be governed by Chapter 2251 of the Texas Government Code.

Fee Calculation for Investment of Bond Proceeds into Flexible Repurchase Agreements ("Flex Repos") and Guaranteed Investment Contracts ("GIC's"): In the event that specific bond proceeds are invested *as per Investor instruction* into either a Flex Repo or GIC, *Hilltop Securities* shall be entitled to the lesser of $41,000 or 0.2 percent (0.002) of the aggregate amount reasonably expected as of the issue date to be deposited over the term of the contract. This *fully disclosed fee* would be paid to *Hilltop Securities* **by the winning bidder** and not the Investor.

Commissioners Court - Regular Session **18.**

Meeting Date: 08/27/2019

Award Property and Casualty and Worker's Comp for Wilco

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #1904-308 Property/Casualty and Worker's Compensation Insurance (Risk Coverage) for Williamson County to the highest scoring proposer, Travelers, as submitted by Lee Insurance Agency, Inc., and receiving, approving and authorizing execution of any necessary related forms.

Background

The RFP was viewed by 59 vendors with 3 carriers submitting proposals, one of which submitted a complete submittal on all lines requested as well as an alternate additional Worker's Compensation proposal. The evaluation committee recommends award to Travelers as submitted by Lee Insurance Agency, Inc., who submitted the overall best proposal. The annual premium will be $1,749,862. The specimen policies are attached . Final policies will be received in the to Commissioners Court minutes once available. This contract will be an initial 3-year term with 2 additional 1-year renewal options. The initial period shall be October 1, 2019 to September 30, 2022. Heather Kirkwood, Wilco Risk & Safety Coordinator, is the point of contact. Funding has been provided annually in the general fund departmental budgets (02050, 04419, 04414, 04413, 04412).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

evaluation score sheet
comparison document
Auto
Cyber Crime
Property
Excess
LEL
PEML
EPL
PRT
recommendation letter
Workers Comp
Employee Benefits Liability

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 11:19 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:22 AM
Form Started By: Kerstin Hancock		Started On: 08/21/2019 08:49 AM
Final Approval Date: 08/22/2019		

RFP 1904-308 Property & Casualty and Worker's Compensation Insurance For Williamson County (Risk Coverage)									
Mandatory Requirements									
	Wells Fargo Insurance	Texas Association of Counties		Lee Insurance Agency		Lee Insurance Agency alternate		Wells Fargo/USI	
		pass	fail	pass	fail	pass	fail	pass	fail
1.4.1	Must provide specimen policies incl. endorsements that will be attached to the policy	X		X		X		X	
1.4.2	must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased separately	X		X		X		X	
1.4.3	Specs must be completed in full for all lines that are being quoted and variance to the specs must be explained in detail	X		X		X		X	
1.4.4	Must acknowledge and confirm that all verbal or written correspondence with the County regarding topics associated with these contracts will be directed through the HR Risk Coordinator or the Sr. Director of Human Resources after the award	X		X		X		X	
1.4.5	Agents must be licensed to conduct business in the State of Texas and provide a copy of the license	X		X		X		X	
1.4.6	Agents must provide a certificate evidencing $1,000,000 per occurrence for errors and omissions								
1.4.7	A.M. Best Ratings must be provided for all standard insurance company quotes	NA, provided financials		X		NA, provided financials		X	
1.4.8	Insurance carrier must complete Respondent's References on the designated form in the RFP package. This form must be filled out by the carrier supplying three Public Entity references	X		X		X		X	
1.4.9	Insurance carrier must provide three Texas Public Entity Property& Casualty client references with a population size of 500K or greater.	X		X		X		X	

RFP 1904-308 Property & Casualty and Worker's Compensation Insurance For Williamson County (Risk Coverage) July 29, 2019 @ 2:00PM								
				Lee		Wells Fargo/ USI		Lee Alt
		TAC		**Travelers**		**One Beacon/BITCO**		**TPS**
A. Responsiveness to the Request for Proposal (10 points)		0.766666667	7.66667	0.9	9	0.766666667	7.66666667	0.9
Understanding and acceptance of the general provisions in this RFP	10 pts	7		9		6		9
Submission of all information required by this RFP in the format provided	10 pts	8		9		9		9
Clarity and conciseness of the proposal response	10 pts	8		9		8		9
B. Economic evaluation of the Proposed Fee Schedule (40 Points)			37.4		40		32.99	
Overall cost of providing the entire scope of service requested in this RFP								
C. Capability, quality and expertise to provide the services requested (40 points)		0.757142857	30.2857	0.9	36	0.828571429	33.1428571	0.728571429
Experience in servicing highly populated Public Entities	10 pts	5		9		7		0
The ability to provide the services and sample materials requested in the RFP	10 pts	9		9		9		9
Claim management, services, capabilities, and resources,	10 pts	8		9		8		7
Coverage breadth, terms and conditions	10 pts	8		9		7		8
Ability to address and provide solutions to new exposures presented to the County during the policy period	10 pts	8		9		9		9
Risk control/loss prevention resources and training offerings	10 pts	8		9		9		9
overall technology capabilities (Claim reporting, loss runs, risk management, loss prevention, training, etc.)	10 pts	7		9		9		9
D. References (10 Points)		8		9.6		9.6		
TOTAL POINTS SCORED		83.35238095		94.6		83.39952381		N/A

Department	Evaluator Name	Evaluator Signature	Voting Member Yes or No
HR	[redacted]	[redacted]	Yes
HR			Yes
HR			Yes
County Attorney			Yes
Auditor			Yes
[redacted] (Risk Consultant)			No
Purchasing (Facilitator)			No



WILLIAMSON COUNTY
1848



Property and Casualty Coverage Analysis RFP N0. 1904-308

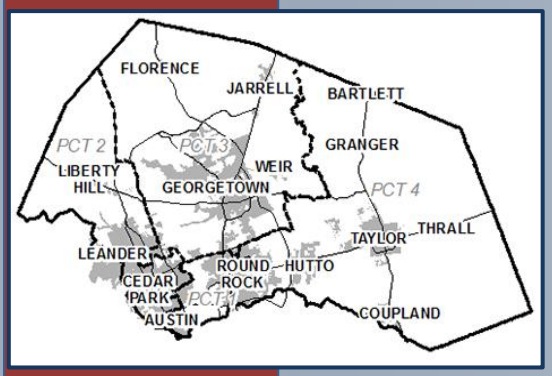




Table of Contents

Section 1	Property / Boiler & Machinery
Section 2	Crime
Section 3	General Liability
Section 4	Cyber / Data Breach
Section 5	Law Enforcement Liability
Section 6	Public Officials / Employment Practices Liability
Section 7	Automobile Liability and Physical Damage
Section 8	Workers' Compensation
Section 9	Premium Summary

Property / Boiler & Machinery Insurance

	TAC	Travelers	OneBeacon
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Building & Personal Property	$329,314,784	$352,872,645	$329,314,784
Mobile Equipment	$9,297,187	$9,647,187	$9,468,423
Total Insured Value	**$338,611,971**	**$362,519,832**	**$338,783,207**
Sub-Limits:			
Hardware, Software & Media	Included	Included	$1,000,000
Boiler & Machinery	$50,000,000	Full Policy Limits	$100,000,000
Flood	SFHA - $2,500,000 Non-SFHA - $10,000,000	Zone A - $1,000,000 Low Hazard - $10,000,000	$10,000,000 Excluding: A, V & D
Law Enforcement Animals	$30,000	$100,000	$126,000
Earthquake	$10,000,000	$10,000,000	$10,000,000
Extra Expense/Gross Earnings	$5,000,000	$1,500,000	$1,000,000
Increase Cost of Construction	$2,000,000	$1,000,000	$500,000
Newly Acquired Property	$5,000,000	$2,500,000	$2,000,000
Debris Removal	Lesser of 25% of loss or $2,500,000	Lesser of 25% of loss or $2,500,000	$250,000
Outdoor Property	Included	Included	Included
Valuable Papers	$2,500,000	$1,000,000	$500,000
Expediting Expense	$500,000	$500,000	$100,000
Wind Driven Rain	Included	$2,000,000	No

	TAC	Travelers	OneBeacon
Deductibles:			
All Other Perils	$25,000	$25,000	$25,000
Flood	Non-SFHA - $25,000 SFHA - $500,000 excess NFIP	Low Hazard - $25,000 Zone A – Excess NFIP plus $100K	$25,000
Earthquake	$25,000	$25,000	$25,000
Boiler & Machinery	$25,000	$25,000	$25,000
Mobile Equipment	$1,000	$1,000	$1,000
Law Enforcement Animals	$1,000	$1,000	$1,000
Wind & Hail	$25,000	2%; $100,000 Minimum	$25,000

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms & conditions within the actual insurance policies.

Crime Insurance

	TAC	Travelers	OneBeacon
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Public Employee Dishonesty	$500,000	$500,000	$500,000
Faithful Performance	$500,000	$500,000	$500,000
Money & Securities (Inside/Outside)	$500,000	$500,000	$500,000
Forgery & Alteration	$500,000	$500,000	$500,000
Robbery or Safe Burglary (Inside/Outside)	$500,000	$500,000	$500,000
Computer Fraud	$500,000	$500,000	$500,000
Funds Transfer Fraud	$500,000	$500,000	$500,000
Money Orders & Counterfeit	$500,000	$500,000	$500,000
Deductible	$1,000	$1,000	$1,000
Terms & Conditions:			
Coverage includes loss of funds of others in custody of the Count	Yes	Yes	Yes
Voluntary parting of funds coverage	Yes	Yes	Yes
Terminated employees covered for 90 days after termination of service	No	Yes	Yes
Treasurer, Tax Collector & Tax Office are included	Yes	Yes	No

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

General Liability Insurance

	TAC	Travelers	OneBeacon
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Bodily Injury Per Person	$100,000	$1,000,000	$400,000
Bodily Injury Per Accident	$300,000	$2,000,000	$400,000
Property Damage	$100,000	$1,000,000	$400,000
Personal Adv Injury - Per Claim	$100,000	$1,000,000	$400,000
Personal Adv Injury - Aggregate	$300,000	$1,000,000	$400,000
Damage to Premises	$50,000	$100,000	$400,000
EBL - Each Wrongful Act	$500,000	$1,000,000	Included in POL
EBL - Total Limit	$500,000	$3,000,000	Included in POL
GL Deductible	$25,000	$25,000	$50,000 SIR
EBL Deductible	$1,000	$1,000	$50,000 SIR
Terms & Conditions:			
Contractual Liability - Host Liquor	Yes	Yes	Yes
Incidental Medical Malpractice	Yes	Yes	Yes
Watercraft	Less than 26 feet	Less than 25 feet	Under 300 horsepower
Defense Cost Outside Limit	Yes	Yes	Yes
Blanket Waiver of Subrogation	No	Yes	Yes
Abuse & Molestation	No	Can be added	$300,000 per Occurrence
Care, Custody & Control	No	Yes	Yes
Employees as Insureds	Yes	Yes	Yes
Volunteers as Insureds	Yes	Yes	Yes
Mobile Equipment Liability	Yes	Yes	Yes

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Cyber Liability Insurance

	TAC	Travelers	AIG
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Security & Privacy Liability & Expense	$2,000,000	$2,000,000	$2,000,000
Regulatory Action	$250,000 Penalties & Expense	$2,000,000	$2,000,000
Cyber Extortion	Excluded	$2,000,000	$2,000,000
Deductible:	$25,000	$25,000	$25,000
Terms & Conditions:			
Notice, credit monitoring, forensics, investigations & public relations included?	Yes	Yes	Yes
Claims Made Form	Yes	Yes	Yes
PCI-DSS Assessment Coverage	Yes	Yes	Yes
Control group definition amendatory endorsement (amending list of officers; non-administrative personnel)	No	Yes	Yes
Criminal reward coverage extension	No	Yes	Yes
Cyber terrorism included	Yes	Yes	Yes
Confidential information to include third party company data	Yes	Yes	Yes
No Encryption exclusion	No	Yes	Yes
Data restoration to be included in the definition of a loss	No	Yes	Yes

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Law Enforcement Liability Insurance

	TAC	Travelers	OneBeacon
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Aggregate Limit	$2,000,000	$2,000,000	$2,000,000
Per Wrongful Act	$2,000,000	$2,000,000	$2,000,000
Deductible	$25,000	$25,000	$50,000 SIR
Terms & Conditions:			
Wilco, Law Enforcement, Employees, Elected/Appointed Officials, Volunteers, Wilco Boards, Juvenile Probation Dept, District Judge, Unmanned Aircraft	Yes	Yes	Yes
Pay on Behalf of Basis & Duty to Defend	Yes	Yes	Yes
Defense in Addition to the Limit	Yes	Yes	Yes
Libel, Slander, Wrongful Entry, False Arrest, Discrimination, Bodily Injury, Violation of Civil Rights, Invasion of Privacy, Humiliation, False Imprisonment, Unlawful Prosecution	Yes	Yes	Yes
Assisting other Political Subdivisions	Yes	Yes	Yes
Intentional Acts	Yes	Yes	Yes
Sexual Abuse & Molestation	No	Yes	Yes
Moonlighting	Yes	Yes	Yes
Commandeered Vehicles	No. AL Coverage	Yes	Yes
Criminal Acts	No covg for perpetrator. Wilco has covg if did not consent or have knowledge of the act.	Yes	Yes
Negligence, E&O, Breach of Contract	Breach of Contract not Included	Yes	Yes

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Public Officials/Employment Practices Liability

	TAC	Travelers	OneBeacon
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Aggregate Limit	$2,000,000	$2,000,000	$2,000,000
Per Wrongful Act	$2,000,000	$2,000,000	$2,000,000
EPL - Aggregate	Shared Limit	$2,000,000	$2,000,000
EPL - Per Wrongful Act	Shared Limit	$2,000,000	$2,000,000
Retro-Active Date	9/1/2013	9/1/2013	9/1/2013
Deductible	$25,000	$25,000	$50,000 SIR
Wilco, Elected/Appointed Officials, Employees, Volunteers, County Boards, District Judge, District Attorney, County Clerk, District Clerk	Yes	Yes	Yes
Pay on Behalf of Basis	Yes	Yes	Yes
Defense Costs in Addition to the Limits	Yes	Inside for EPL	Yes
Punitive Damages	Yes	Yes	Yes
Back Wages	$100K Per Claim; $250K Agg	Yes	Yes
Future Wages	No	Yes	Yes
Violation of Civil Rights	Yes	Yes	Yes
Right and Duty to Defend	Yes	Yes	Yes
Sexual Misconduct, Discrimination & Mental Injury	Yes	Yes	Yes
Administrative Hearings	Yes	Yes	Yes
Intentional Acts	Yes	Yes	Yes
Defense for Non-Monetary Damages	No	Yes. Injunctive Relief	No
Personal Injury including Employees	No	Yes	Yes

	TAC	Travelers	OneBeacon
Employee Discrimination / Harassment	Yes	Yes	Yes
Wrongful Termination	Yes	Yes	Yes
Retaliation	Yes	Yes	Yes
Negligence, E&O, Breach of Contract	Yes	Yes	No Breach of Contract

TAC – County or District Clerk – $1,000,000 Limit, $1,000 Deductible; Retro Dates 1/1/2015 and 1/30/2014

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Automobile Liability and Physical Damage

	TAC	Travelers	OneBeacon
Term:	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Bodily Injury - Per Person	$100,000	$1,000,000	$400,000
Bodily Injury - Per Accident	$300,000	$1,000,000	$400,000
Property Damage	$100,000	$1,000,000	$400,000
Liability Deductible	$1,000	$0	$50,000 SIR
Physical Damage Deductible	$2,500	$2,500	$2,000
Hired Car Physical Damage			
Maximum Per Vehicle	No Coverage	$50,000	$50,000
Comprehensive Deductible	No Coverage	$2,500	$1,000
Collision Deductible	No Coverage	$2,500	$1,000
Garage keepers			
Maximum Per Vehicle	$50,000 (Included in GL)	$100,000	$30,000
Comprehensive Deductible	$1,000	$500; $2,500 Max	$1,000; $2,500 Max
Collision Deductible	$1,000	$1,000	$2,500
Terms & Conditions:			
Hired & Non-Owned Liability	Yes	Yes	Yes
Symbol 1 Auto Liability and PD	No	Yes. Symbol 10 for PD	Yes. Symbol 7 for PD
Broad Named Insured	No	Yes	Yes
Errors & Omissions	Yes	Yes	Yes
Hired Autos Specified as Covered Autos	Yes	Yes	Yes
Garage keepers Liability	Included in GL	Yes	Yes
Exclusion or limitation for permissive use of County owned vehicles by third party vendors/contractors?	No	No	Yes

	TAC	Travelers	OneBeacon
Automatic coverage provided for vehicles acquired during policy term and premium for deletions/additions determined at year-end audit?	No	Yes	Yes
Blanket Additional Insured where required by contract?	No	Yes	Yes
Blanket waiver of subrogation where required by contract?	No	Yes	Yes
Coverage applies to mobile equipment being transported by a covered vehicle?	No	Yes	Yes
Electronic equipment coverage if permanently attached to vehicle?	Yes	Yes	Yes
# of Vehicles/Trailers Quoted for AL	766	775	775
# of Vehicles/Trailers Quoted for APD	500	553	614
Expected AL Deductible Costs	$17,000	$0	$83,266

Notes:

- **Wilco averages 17 AL claims per year. The average claim value is $4,898. In order to determine the TAC deductible costs, average claim count (17) was multiplied by the AL deductible ($1,000), which equates to $17,000 average deductible costs per year.**
- **Wilco averages 17 AL claims per year. The average claim value is $4,898. In order to determine the OneBeacon deductible costs, average claim count (17) was multiplied by the average claim amount of $4,898, which equates to $83,266. Only one AL claim in the last 5 years has exceeded $50,000 in value.**

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Workers Compensation Insurance

	TAC	Travelers	Bitco	TPS
Term:	**01/1/20 - 01/1/21**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**	**10/1/19 - 10/1/20**
Annual Payroll	$110,598,266	$110,598,266	$110,598,266	$110,598,266
Limits				
Workers Compensation	Statutory	Statutory	Statutory	Statutory
Employers Liability				
Death by Accident	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Death by Disease	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Aggregate - Per Coverage Period	$2,000,000	$1,000,000	$1,000,000	$1,000,000
Optional Coverage				
Elected Officials	Yes	Yes	Yes	Yes
Volunteers - Fire Fighters	No	No	No	Yes
Volunteers - Law Enforcement	Yes	Yes	Yes	Yes
Volunteers - Emergency Medical	No	No	No	Yes
Volunteers - All Others	Yes	Yes	Yes	Yes
Jurors	Yes	Yes	Yes	Yes
Election Workers (Non-Employees)	No	No	No	Yes
Deductible	$0	$0	$0	$0

This is an exhibit for basic comparison purposes, and does not change, alter or amend the terms and conditions within the actual insurance policies.

Premium Summary

All premiums in the summary have been adjusted to provide apples to apples comparison. Explanations are below.

	TAC	Travelers	OneBeacon / Bitco	TPS
Property / Boiler & Machinery	$293,863	$280,715	$392,356	$0
General Liability	$33,126	$21,527	$73,161	$0
Law Enforcement Liability	$315,803	$124,156	$233,348	$0
Public Officials Liability	$189,196	$62,400	$110,293	$0
Crime	Included in Property	$9,043	$663	$0
Cyber Liability	Included in POL	$41,892	$19,220	$0
Auto Liability	$121,680	$230,372	$355,832	$0
Auto Physical Damage	$146,224	$93,233	Included in AL	$0
Workers Compensation	$751,931	$886,524	$832,614	$917,496
Third Party Administrator	$0	$0	$12,000	$0
Expected Auto Liability Deductible Costs in Excess of $0 AL Deductible	$17,000	$0	$83,266	$0
Total Cost	**$1,868,823**	**$1,749,862**	**$2,112,753**	**$917,496**

Travelers – Provided an optional $3M Umbrella for an additional premium of $74,672. Total Premium: $1,823,557

General Notes

TAC – WC premium shown is contingent on purchasing GL. If GL is not purchased, the premium is $768,640. WC on its own will be $827,124.

TAC - Property cannot be purchased alone. Liability lines are a package with the option to purchase GL. WC can be purchased alone.

Travelers - All lines of coverage must be bound with the exception of the Crime & Cyber.

OneBeacon - Will write the Casualty lines without the property. The other program it can be paired with is TAC, which will increase the cost and require a TPA contract.

Bitco - Will provide Workers' Compensation only. The only other P&C program it can be paired with is TAC, which will increase the cost.

TPS - Provided a Workers' Compensation only quote. Any P&C program it can be paired with (TAC & OneBeacon) will increase the cost.

TAC - Took the TAC quoted rate for Buildings and Mobile equipment, then applied the rates to the Travelers values. Then the Crime and BI/EE premiums were added.

OneBeacon - Took the OB quoted rate and applied it to the Travelers values.

TAC Auto - Took the TAC quoted AL & APD rates and applied it to the Travelers auto count.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

Do not add this form to a policy. It is for informational use only.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

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This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

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3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" 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.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. 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 the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

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(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. 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

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from

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continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We 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. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we 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, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

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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, including undeclared or civil war;

(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. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. $1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above or is an integral part of that equipment; or

c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

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4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we 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 we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you 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 your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

a. There has been full compliance with all the terms of this coverage form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

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b. Return the stolen property, at our expense. We 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.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This coverage form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We 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 provision of this coverage form.

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. 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) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other simi-

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lar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

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 designed for use principally off public roads;

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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; or

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;

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.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

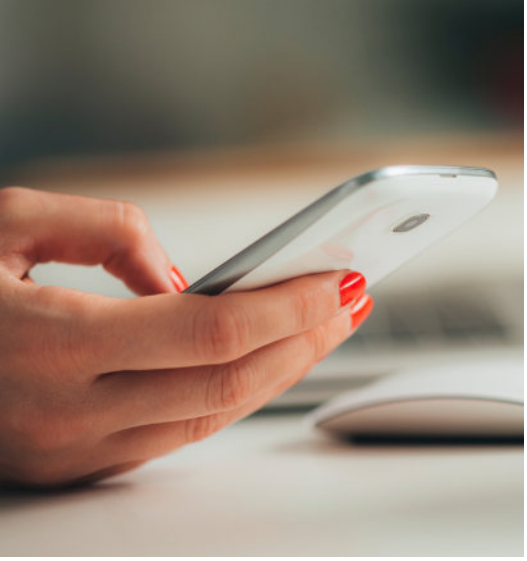
b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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TRAVELERS

CyberRisk Policyholder Benefits

Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at ***no additional cost*** to help you protect your business. These current benefits include:

Travelers *eRisk Hub*®:

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers *eRisk Hub* portal powered by *NetDiligence*® features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

To register for Travelers *eRisk Hub*:

1. **Go to www.eriskhub.com/travelerscyber**
2. **Complete the registration form. Your Access Code is 13881-197**
3. **Once registered, you can access the portal immediately.**

Please note the following:

- Travelers *eRisk Hub* is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.

- Travelers *eRisk Hub* contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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SPECIMEN - QUOTE 1

CyberRisk Policyholder Benefits

Travelers Cyber Coaches –

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- **Breach Coach® –**
  Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore,contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.

- **HIPAA Coach –**
  To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.

- **Security Coach –**
  Talk with a Symantec™ security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

Pre-Breach Services provided by Symantec™ :

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from Symantec, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- **Symantec™ Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation –**
  An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a Symantec security professional to help in improving areas of weakness or vulnerability.

- **Symantec™ Cyber Security Awareness Training Videos –**
  Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.

- **Symantec™ Service Discounts –**
  Obtain meaningful discounts on Symantec products and services including Managed Security Services, Norton for Small Business Software, DeepSight™ Intelligence, Endpoint Encryption, Phishing Readiness and more.

- **Risk Management Whitepapers –**
  Topical insights and expertise on current cyber related trends, risks and threats that face organizations in today's business environment. Available quarterly, these resource guides will help with your organization's preparedness when it comes to cyber related events.

Certain services are being provided to you by Symantec and in using them you must agree to Symantec's terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by Symantec or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or Symantec's or any other vendor's products. eRisk Hub and Breach Coach are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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SPECIMEN - QUOTE 1

TRAVELERS

August 8, 2019

WILLIAMSON COUNTY
100 WILCO WAY STE CO201
GEORGETOWN, TX 78626-2606

Re: Important Information about **Claims Information Line**

Dear **WILLIAMSON COUNTY**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

·The information that needs to be included with the claim notice

·The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information

· Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Adrian K Mallo

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SPECIMEN - QUOTE 1

TRAVELERS

One Tower Square
Hartford, CT 06183

8/8/2019

WILLIAMSON COUNTY

100 WILCO WAY STE CO201
GEORGETOWN, TX 78626-2606

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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SPECIMEN - QUOTE 1

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
One Tower Square
Hartford, Connecticut 06183

(866) 904.8348

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Texas Insurer And Insurance Department
Contact Information Notice

For information about this policy or to make a complaint, call Travelers toll-free at: 800.328.2189. Or write to Travelers at:

Travelers
One Tower Square
Hartford, Connecticut 06183

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 800.252.3439.

You may write the Texas Department of Insurance at:

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104

Web: www.tdi.texas.gov

E-mail: pcintakeunit@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AVISO IMPORTANTE –

INFORMACIÓN O QUEJAS - TEXAS

Usted puede llamar al numero de telefono gratis de Travelers para información o para someter una queja al: 800.328.2189.

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de companias, coberturas, derechos o quejes al: 800.252.3439.

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104

Web: www.tdi.texas.gov

E-mail: pcintakeunit@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Agente o Travelers primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de Información y no se convierte en parte o condicion del documento adjunto.

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This endorsement changes the Policy to comply with Texas law. It supersedes all terms of this Policy, including other endorsements.

Texas Changes Endorsement

If this Policy is construed under the laws of the state of Texas, the following applies:

1. **Cancelation And Nonrenewal.**

   The Insurer will not cancel or not renew this Policy based solely on the fact that the Named Insured is an elected official.

2. **Premium.**

   Any reference in this Policy to premium being "fully earned" is deleted.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS-COVERAGE NOTICE ENDORSEMENT

This endorsement changes the following:

CyberRisk, Government Entity Crime

It is agreed that:

Notice provided to the Company of any:

1. **Claim**, **Potential Claim**, **Settlement Program Notice**, or circumstances which may give rise to a **Claim** under any Management Coverage or **Liability Coverage**; or

2. loss or situation that may result in loss, **Insured Event**, or **Identity Fraud** under any Crime Coverage or Other Coverage;

shall be deemed to have been provided under the Policy in its entirety.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:
CyberRisk, Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

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SPECIMEN - QUOTE 1

Authorization And Changes.

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

Conformity To Law.

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

Consent And Cooperation.

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

Representatives.

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

Suits Against The Insurer.

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured.* No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

Territory And Valuation.

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

Titles, Headings, And Defined Terms.

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Liability Coverage Terms and Conditions

It is agreed that:

1. The following replaces the first paragraph of section **III. CONDITIONS**, **O. EXTENDED REPORTING PERIOD**:

   At any time prior to or within 60 days after the effective date of termination or cancellation of any **Liability Coverage** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting offered by the company. Such offering will include a period of 12 months for all **Liability Coverages** that are part of this **Liability Policy**, following the effective date of termination or cancellation of any **Liability Coverage**, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation of any **Liability Coverage** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation of any **Liability Coverage** and which otherwise would be covered by such **Liability Coverage**, subject to the following provisions:

   1. such Extended Reporting Period will not provide a new, additional, or renewed limit(s) of liability; and

   2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of termination or cancellation of any **Liability Coverage**.

2. The following replaces section **III. CONDITIONS**, **U. REPRESENTATIONS**:

   U. REPRESENTATIONS

   By acceptance of the terms set forth in this **Liability Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that this **Liability Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

   If it is established by judicial adjudication through a trial of the underlying facts that any statement or representation in the **Application** to this **Liability Policy** is (i) untrue and (ii) material with respect to any **Liability Coverage**, such **Liability Coverage** is void and of no effect whatsoever, with respect to:

   1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;

   2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and

   3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

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SPECIMEN - QUOTE 1

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Liability Policy**, contained any such untrue statement or representation.

3. The following is added to the Liability Coverage Terms and Conditions:

Throughout the **Liability Policy** and any endorsements abuse means an act which is committed with the intent to cause harm.

4. The following is added to the Liability Coverage Terms and Conditions:

AUTOMATIC REPORTING PERIOD

If the **Insured** or the Company nonrenews or terminates this **Liability Policy** or any Insuring Agreement made part of this **Liability Policy**, except for termination due to non-payment of premium, coverage provided under this **Liability Policy** or such Insuring Agreement shall be automatically extended for the period of 30 days following the effective date of such nonrenewal or termination, (herein called the "Automatic Reporting Period"), but only with respect to a **Wrongful Act** otherwise covered thereunder taking place before the effective date of such nonrenewal or termination. Any Claim made during the Automatic Reporting Period shall be deemed to have been made during the **Policy Year** immediately preceding the Automatic Reporting Period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number:

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SPECIMEN - QUOTE 1

CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered,*" then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

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SPECIMEN - QUOTE 1

a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or

b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and

2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;

2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;

3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
   a. directly caused by an actual or attempted **Robbery**; or
   b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and

4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or

5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

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SPECIMEN - QUOTE 1

a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or

b. an armored motor vehicle company.

2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:

a. **a Messenger**; or

b. an armored motor vehicle company.

3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or

2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

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SPECIMEN - QUOTE 1

Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and

b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or

b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

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SPECIMEN - QUOTE 1

I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;

2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and

3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.

2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.

3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.

5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.

6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

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SPECIMEN - QUOTE 1

C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. ***Change of Control*** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

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SPECIMEN - QUOTE 1

B. ***Claim Expenses*** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

C. ***Client*** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

D. ***Client's Premises*** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.

E. ***Computer Fraud*** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

F. ***Computer Program*** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.

G. ***Computer System*** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.

H. ***Computer Violation*** means:

1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.

I. ***Computer Virus*** means a set of unauthorized instructions, programmatic or otherwise:

1. directed solely against the **Insured**; and
2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

J. ***Counterfeit*** means an imitation of **Money** that is intended to deceive and to be taken as genuine.

K. ***Covered Instruments*** means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.

L. ***Covered Personal Instruments*** means:

1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

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SPECIMEN - QUOTE 1

2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to a **Management Staff Member** for personal use.

M. ***Credit, Debit or Charge Card*** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

N. ***Crime Policy*** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.

O. ***Digital Signature*** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. ***Discover, Discovered,*** or ***Discovery*** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

Q. ***Electronic Data*** means facts or information converted to a form:

1. usable in a **Computer System**;
2. that does not provide instructions or directions to a **Computer System**; or
3. that is stored on electronic processing media for use by a **Computer Program**.

R. ***Electronic Signature*** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

S. ***Employee*** means:

1. any natural person:

   a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
   b. who the **Insured** compensates directly by salary, wages or commissions; and
   c. who the **Insured** has the right to direct and control while performing services for the **Insured**;

2. any natural person who is temporarily furnished to the **Insured**:

   a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
   b. to meet seasonal or short-term workload conditions;

   while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

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SPECIMEN - QUOTE 1

3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

4. any natural person:

   a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;

   b. who is a non-compensated officer;

   c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;

   d. while acting as a non-compensated fund solicitor during fund raising campaigns;

   e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;

   g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or

5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. ***Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,

2. any **Subsidiary**, or

3. any other entity listed in Item 1. of the Declarations.

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SPECIMEN - QUOTE 1

V. ***Fiduciary*** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. ***Financial Institution*** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. ***Financial Institution Premises*** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. ***First Named Insured*** means the entity first named in ITEM 1 of the Declarations.

Z. ***Forgery***, or ***Forged*** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. ***Identity Fraud*** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. ***Identity Fraud Expense*** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

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SPECIMEN - QUOTE 1

3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;

4. lost wages, up to a maximum payment of $1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:

   a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
   b. to complete fraud affidavits or similar documents; or
   c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

6. reasonable attorney fees incurred, with the Company's prior written consent, for:
   a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
   b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
   c. challenging the accuracy or completeness of any information in a consumer credit report; and

7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. ***Insured*** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
   a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
   b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
   a. the **First Named Insured**,
   b. any **Subsidiary**,
   c. any **Sponsored Plan,** or
   d. any other entity listed in Item 1. of the Declarations.

EE. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. ***LLC Member*** means any natural person who has an ownership interest in a limited liability company.

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SPECIMEN - QUOTE 1

GG. ***Management Staff Member*** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.

HH. ***Messenger*** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

II. ***Money*** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

JJ. ***Officer-Shareholder*** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.

KK. ***Other Property*** means any tangible property other than **Money** and **Securities** that has intrinsic value.

LL. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.

MM. ***Premises*** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

NN. ***Restoration Expense*** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
7. the **Insured's** lost revenue, sales or profits; or
8. expenses incurred by any customer.

OO. ***Robbery*** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

PP. ***Safe Burglary*** means the unlawful taking of:

1. **Money**, **Securities** and **Other 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; or

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SPECIMEN - QUOTE 1

2. a safe or vault from inside the **Premises**.

QQ. ***Securities*** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. ***Single Loss*** means:

1. for purposes of Insuring Agreement A.:

   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

   a. any act or series of related acts or events involving one or more persons; or
   b. any act, acts or events involving a person or group of persons acting together;

   whether identified or not, both during and before the **Policy Period**.

SS. ***Sponsored Plan*** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. ***Theft*** means:

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SPECIMEN - QUOTE 1

1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.

VV. ***Transfer Account*** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.

B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..

D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..

E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..

F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..

I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..

J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.

K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

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SPECIMEN - QUOTE 1

L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:

1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**.

N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..

O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:

1. an inventory computation or physical count; or
2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..

Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:

1. loss of or damage to **Money** or **Securities**; or
2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..

S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.

U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.

V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.

W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..

X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

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SPECIMEN - QUOTE 1

Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:

1. an accounting or arithmetical error or omission;
2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.

AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.

BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

a. the Company will cover loss the **Insured** sustains anywhere in the world, and

b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and
b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

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SPECIMEN - QUOTE 1

Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and

b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:

   i. that the **Insured** owns or leases;

   ii. that the **Insured** holds for others:

      (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or

      (b) while in transit and in the care and custody of a **Messenger**; or

   iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

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SPECIMEN - QUOTE 1

i. that the **Insured's Client** owns or leases;
ii. that the **Insured's Client** holds for others; or
iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

a. this **Crime Policy**;
b. the **Money**, **Securities** or **Other Property**;
c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

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SPECIMEN - QUOTE 1

If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

i. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;

ii. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

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SPECIMEN - QUOTE 1

ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

a. notify the Company as soon as possible;
b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
d. give the Company a detailed, sworn proof of loss within 120 days; and
e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:

   i. at face value in the **Money** issued by that country; or

   ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;

b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:

   i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

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SPECIMEN - QUOTE 1

ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;

c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:

i. the applicable Single Loss Limit of Insurance;

ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or

iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;

ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;

iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and

iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.

b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

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SPECIMEN - QUOTE 1

c. Recoveries do not include any recovery:

i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or

ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

a. unless the **Insured** has complied with all the terms of this **Crime Policy**;

b. until 90 days after the **Insured** has filed proof of loss with the Company; and

c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;

2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and

3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:

a. sustained by two or more **Employee Benefit Plans**; or

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SPECIMEN - QUOTE 1

b. of commingled **Money**, **Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

   a. in its entirety immediately upon the expiration of the **Policy Period**;

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SPECIMEN - QUOTE 1

b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;

c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or

d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of $10,000; or

b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of $10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF EMPLOYEE ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

Solely with respect to the coverage shown above, Section III. DEFINITIONS S. ***Employee*** 1.a. is replaced with the following:

1. any natural person:

a. while in the **Insured's** service or for **90** days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number:

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GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section ***I. INSURING AGREEMENTS*, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

   Faithful Performance of Duty
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **$500,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section ***III. DEFINITIONS***:

   Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section ***IV. EXCLUSIONS***:

   This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure.**

5. The following replaces paragraph 4.a. of section ***V. CONDITIONS***, D. CANCELLATION OR TERMINATION:

   4. This **Crime Policy** terminates as to any **Employee**
      a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy,** involving **Money, Securities** or **Other Property** in an amount in excess of $10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

   Indemnification

   The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money**, **Securities** and **Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT
INCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS

This endorsement modifies the following:

Crime

It is agreed that:

1. Item 5. of the ***DECLARATIONS***, **Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft - Per Loss Coverage	**$500,000**	**$5,000**
2. Employee Theft - Per Employee Coverage		

2. Section ***I. INSURING AGREEMENTS,*** A. FIDELITY is replaced with the following:

A. FIDELITY

1. Employee Theft - Per Loss Coverage
The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. Employee Theft - Per Employee Coverage
The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section ***II. GENERAL AGREEMENTS,*** **A. JOINT INSURED,** 5. is replaced with the following:

5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section ***III. DEFINTIONS*** is amended as follows:

A. Definition DD. **Insured** is replaced with the following:
DD. **Insured** means:
1. the **First Named Insured**,
2. any **Sponsored Plan**, or
3. any other entity listed in Item 1.of the Declarations.

B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:
RR. **Single Loss** means:
1. for purposes of Insuring Agreement A.1:
a. an individual act;
b. the combined total of all separate acts; or
c. a series of related acts;
committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

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SPECIMEN - QUOTE 1

2. for purposes of Insuring Agreement A.2.:
   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period.**

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section ***IV. EXCLUSIONS*** is amended as follows:

A. Exclusion C is replaced by the following:
   C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.

B. References to Insuring Agreement A.3. are deleted from Exclusions D, E, F, G, H, O, P, W, and X.

C. Exclusion CC. is replaced by the following:
   CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.

D. The following Exclusion is added:
   DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

6. Section ***V. CONDITIONS*** is amended as follows:

A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.

B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.

C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 3. The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
   b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;

D. Section **C. EMPLOYEE BENEFIT PROVISIONS - INFLATION GUARD** is deleted.

E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
   b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
   c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:
   Indemnification

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SPECIMEN - QUOTE 1

The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or

   3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:

   1. Territory Covered

      a. Except as indicated in Item 5. of the Declarations,

         i. the Company will cover loss the **Insured** sustains anywhere in the world, and

         ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

      b. This **Crime Policy** does not apply to:

         i. loss sustained by an **Insured** domiciled; or

         ii. loss of **Other Property** located,

         in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

      c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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SPECIMEN - QUOTE 1

3. The following is added to section **V. CONDITIONS**, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the DECLARATIONS:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	$100,000	$5,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

   SOCIAL ENGINEERING FRAUD

   The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** to transfer, pay or deliver **Money** or **Securities**.

   Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** that:

   1. directs the **Employee** to transfer, pay, or deliver **Money** or **Securities**;
   2. contains a misrepresentation of a material fact; and
   3. is relied upon by the **Employee**, believing the material fact to be true.

   Social Engineering Fraud means the intentional misleading of an **Employee** by a person purporting to be:

   1. a **Vendor**
   2. a **Client**;
   3. an **Employee**; or
   4. an **Authorized Person**,

   through the use of a **Communication**.

   Social Engineering Fraud does not include **Computer Fraud** or **Funds Transfer Fraud**.

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SPECIMEN - QUOTE 1

Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing:

1. written agreement; or

2. other agreed upon arrangement.

Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company or similar entity.

4. The following replaces section **III. DEFINITIONS**, **G. Computer System**:

Computer System means:

1. any computer; and

2. any input, output, processing, storage or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **III. DEFINITIONS**, C.:

C. ***Client*** means an entity or natural person for which the **Insured**:

1. provides goods; or

2. performs services,

for a fee, or as specified in a pre-existing, written agreement, but only while the written agreement is in effect.

6. The following replaces section **III. DEFINITIONS**, **E. Computer Fraud**:

E. ***Computer Fraud*** means an intentional, unauthorized and fraudulent:

1. entry of data or computer instructions directly into, or

2. change of data or computer instructions within,

a **Computer System**, by a natural person or entity, other than an **Employee**, independent contractor or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities** or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or **Insured's Financial Institution Premises**.

For purposes of this definition, an intentional, unauthorized and fraudulent entry or change of data or computer instructions:

1. includes such entry or change made by an **Employee** acting in good faith upon an intentional, unauthorized and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement or service **Computer Programs** for a **Computer System** covered under section **I. INSURING AGREEMENTS**, **F. COMPUTER CRIME**; and

2. does not include such entry or change that involves the use, or purported use, of any **Credit, Debit or Charge Card** or any access, convenience, identification, stored value or other similar cards, including the information contained on such cards.

Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

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SPECIMEN - QUOTE 1

7. The following replaces section **III. DEFINITIONS**, AA.:

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or

2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

Funds Transfer Fraud does not include **Social Engineering Fraud** or **Computer Fraud**.

8. The following replace section **IV. EXCLUSIONS**, G., H., and R.:

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., F.2., G., or the Social Engineering Fraud Insuring Agreement.

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:

1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or

2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**,

whether or not induced by any dishonest or fraudulent act, except when covered under:

i. Insuring Agreement A.;

ii. Insuring Agreement E.;

iii. Insuring Agreement F1., or

iv. the Social Engineering Fraud Insuring Agreement.

9. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property**:

1. while in the mail; or

2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.

10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:

This **Crime Policy** will not apply to:

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SPECIMEN - QUOTE 1

a. loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;

b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;

c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;

d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;

e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;

f. loss due to any party's use of or acceptance of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or

g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

   2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

   Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

   Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

   V. ***Fiduciary*** means:

      1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or

      2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money**, **Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

   Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

   M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

      1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

      2. **Computer Programs**,

      provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

   Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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SPECIMEN - QUOTE 1

5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and

b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section ***V., CONDITIONS***, **D.2.**:

   2. The Company may cancel:
      a. this **Crime Policy** in its entirety;
      b. an Insuring Agreement; or
      c. coverage for any **Insured**;

      by mailing or delivering to the **First Named Insured** written notice of cancellation at least **20** days (number of days must equal or exceed 20 days) before the effective date of cancellation if the Company cancels for nonpayment of premium; or **60** days (number of days must equal or exceed 60 days) before the effective date of cancellation if the Company cancels for any reason scheduled below. The Company will cancel for the following reasons:
      a. nonpayment of premium,
      b. fraud in obtaining coverage,
      c. an increase in hazard within the control of the **Named Insured** which would produce an increase in rate,
      d. loss of the Company's reinsurance covering all or part of the risk covered by the policy,
      e. on an insurer placed in supervision, conservatorship or receivership if the cancellation is approved or directed by the supervisor, conservator, or receiver.

      The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section ***V., CONDITIONS***, **D. CANCELLATION OR TERMINATION**:

   5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elects not to renew, the Company will provide to the **First Named Insured** written notice to that effect **60** days (number of days must equal or exceed 60 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

      If notice is delivered or mailed later than the 60 th day before the Expiration Date, the coverage will remain in effect until the 61 st day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy will be computed pro rata based on the previous year's rate.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number:

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SPECIMEN - QUOTE 1

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Insured.** The Company must state the following:

a. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;

b. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and

c. specifically, any other information deemed relevant by the Commissioner.

The Company may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section ***V. CONDITIONS***, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

   Claims Handling

   a) Not later than 15 days after receipt of a written notice of claim, the Company agrees to: 1) acknowledge receipt of the written notice of claim, and 2) request information necessary to begin the investigation of the matter;

   b) Except as provided in 1.c. below, not later than 15 business days after the Company receives all items, statements and forms required by the Company in order to secure final proof of loss, the Company agrees to notify the **Named Insured** in writing of the acceptance or rejection of the claim;

   c) If the Company is unable to accept or reject the claim within the period specified in 1.b. above, the Company will notify the **Named Insured**, not later than the date specified in 1.b. above, that the Company needs additional time, not to exceed 45 days from the date of said notification to the **Named Insured**;

   d) If the Company rejects the claim, the notification provided to the **Named Insured** must state the reasons for the rejection; and

   e) If the Company notifies the **Named Insured** that the Company is willing to pay a claim or part of a claim, the Company will pay the agreed amount not later than five business days after such notification. If the payment is conditioned on the performance of an act by the **Named Insured**, the Company will pay the agreed amount not later than five business days after the date the act is performed.

2. The following is added to section ***V. CONDITIONS***, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT:**

   Catastrophe Claims

   If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in this section are extended for an additional 15 days. Catastrophe or Major Natural Disaster means a weather-related event which is:

   1) declared a disaster under the Texas Disaster Act of 1975; or

   2) determined to be a catastrophe by the State Board of Insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number:

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SPECIMEN - QUOTE 1

Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

Liability Insuring Agreements

Privacy And Security. The Insurer will pay *Loss* on behalf of the *Insured*, resulting from a *Claim* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Privacy And Security Act*.

Media. The Insurer will pay *Loss* on behalf of the *Insured*, resulting from a *Claim* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Media Act*.

Regulatory Proceedings. The Insurer will pay *Defense Costs* and *Regulatory Costs* on behalf of the *Insured*, resulting from a *Regulatory Proceeding* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Privacy And Security Act* or *Media Act*.

Breach Response Insuring Agreements

Privacy Breach Notification. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Privacy Breach Notification Costs* resulting from an actual or suspected *Privacy Breach* that is *Discovered* during the *Policy Period*, or any applicable extended reporting period.

Computer And Legal Experts. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Computer And Legal Expert Costs* resulting from an actual or suspected:

1. *Privacy Breach*;
2. *Security Breach*; or
3. *Cyber Extortion Threat*,

that is *Discovered* during the *Policy Period*, or any applicable extended reporting period.

Betterment. The Insurer will reimburse the *Insured* for *Betterment Costs*, following a *Security Breach* that is *Discovered* during the *Policy Period.*

Cyber Extortion. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Cyber Extortion Costs*, resulting from a *Cyber Extortion Threat* that is *Discovered* during the *Policy Period*.

Data Restoration. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Restoration Costs*, directly caused by a *Security Breach* that is *Discovered* during the *Policy Period*.

Public Relations. The Insurer will reimburse, or pay on behalf of, the *Insured* for *Public Relations Costs*, resulting from an actual or suspected:

1. *Privacy Breach*;
2. *Security Breach*; or
3. *Media Act*,

that is *Discovered* during the *Policy Period*.

Cyber Crime Insuring Agreements

Computer Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money*, *Securities*, or *Other Property*, directly caused by *Computer Fraud* that is *Discovered* during the *Policy Period*.

Funds Transfer Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money* or *Securities*, directly caused by *Funds Transfer Fraud* that is *Discovered* during the *Policy Period*.

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SPECIMEN - QUOTE 1

Cyber Crime Insuring Agreements continued from previous page.

Social Engineering Fraud. The Insurer will pay the *Insured Entity* for its direct loss of *Money* or *Securities*, directly caused by *Social Engineering Fraud* that is *Discovered* during the *Policy Period*.

Telecom Fraud. The Insurer will pay the *Insured Entity* for its *Telecom Charges*, directly caused by *Telecom Fraud* that is *Discovered* during the *Policy Period*.

Business Loss Insuring Agreements

Business Interruption. The Insurer will pay the *Insured* for its *Business Interruption Loss* that is directly caused by any of the following, if *Discovered* during the *Policy Period*:

1. A *Security Breach* that results in a total or partial interruption of a *Computer System*.
2. A *System Failure*, if applicable.
3. The voluntary shutdown of a *Computer System* by the *Insured*, if it is reasonably necessary to minimize the *Loss* caused by a *Security Breach* or *Privacy Breach* in progress.

Dependent Business Interruption. The Insurer will pay the *Insured* for its *Business Interruption Loss,* directly caused by an *IT Provider Breach* that is *Discovered* during the *Policy Period*.

Reputation Harm. The Insurer will pay the *Insured* for its *Reputation Harm*, directly caused by an *Adverse Media Report* or *Notification* that:

1. first occurs during, or within 60 days after, the *Policy Period*; and
2. directly relates to a *Privacy Breach* or *Security Breach* that is *Discovered* during the *Policy Period.*

Definitions

Accounting Costs. Means the reasonable fees or costs of a forensic accounting firm, incurred by the *Insured Entity*, to calculate *Income Loss*, even if such calculation shows there has been no *Income Loss*.

Additional Insured. Means a person or entity, not otherwise an *Insured*, with whom the *Insured Entity* has entered into a written agreement to include as an *Insured*, but only for *Wrongful Acts*:

1. by, or on behalf of, the *Insured Entity* under such agreement; and
2. that occur after the *Insured Entity* has executed such agreement.

Adverse Media Report. Means any communication of an actual or potential *Privacy Breach* or *Security Breach* by a media outlet. Multiple *Adverse Media Reports* regarding the same *Privacy Breach* or *Security Breach* are deemed one *Adverse Media Report*.

Approved Provider. Means a service provider approved by the Insurer in writing to the *Insured*.

Automatic ERP. Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.

Betterment Costs.

1. Means the reasonable costs incurred and paid by the *Insured*, with the Insurer's written consent, for hardware or software to improve a *Computer System* after a *Security Breach*, if:
   a. the *Security Breach* has been stopped or contained, and resulted in covered *Computer and Legal Expert Costs;*
   b. the *Approved Provider* that provided computer services in response to such *Security Breach:*
      i. has identified a weakness in a *Computer System* that caused, or contributed to, the *Security Breach*; and
      ii. recommends the improvements to prevent a future *Security Breach* from exploiting such weakness; and

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

c. such improvements are incurred and paid for by the *Insured* within the earlier of 90 days after:
   i. the recommendation by the *Approved Provider*; or
   ii. the end of the *Policy Period*.

Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

2. Does not include wages, benefits, or overhead of any *Insured*.

Business Interruption Loss.

1. Means:
   a. *Income Loss* and *Extra Expense* incurred or paid by the *Insured Entity* during the *Period of Restoration*; and
   b. *Accounting Costs*, if the *Insured Entity's* business operations are interrupted beyond the *Wait Period*.
2. Does not include loss arising out of harm to the *Insured Entity's* reputation.

Change Of Control.

Means when:

1. the Named Insured is, or most of its assets are, acquired;
2. the Named Insured is merged with, or consolidated into, another entity, and the Named Insured is not the surviving entity; or
3. the management that was in control over the Named Insured as of the inception of the *Policy Period* no longer has such control.

Claim.

Means:

1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an *Insured's* receipt of such written demand;
2. a civil proceeding, commenced by the service of a complaint or similar pleading;
3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;
4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an *Insured's* receipt of such written request; or
5. for the Regulatory Proceedings Insuring Agreement only, a *Regulatory Proceeding*, commenced by:
   a. the filing of charges;
   b. the filing of an investigative order;
   c. the service of a summons; or
   d. the service or filing of a similar document,

against an *Insured* for a *Wrongful Act*. Except under Other Conditions, Notice Of Claim, a *Claim* is deemed made when commenced.

Client.

Means a person or entity to whom the *Insured Entity*:

1. provides goods; or
2. performs services,

for a fee, or under a written agreement.

Computer And Legal Expert Costs.

1. Means the reasonable fees or costs incurred or paid by the *Insured* for services recommended and provided by an *Approved Provider*, to:
   a. conduct a forensic analysis to determine the existence and cause of a *Privacy Breach or Security Breach;*
   b. determine whose *Confidential Information* was lost or stolen; or accessed or disclosed without authorization;
   c. contain or stop a *Privacy Breach* or *Security Breach* in progress;
   d. certify the *Computer System* meets *Payment Card Security Standards*, if a *Security Breach Discovered* during the *Policy Period* results in noncompliance with such standards, but only for the first certification; or

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

e. provide legal services to respond to a *Privacy Breach* or *Security Breach*.

2. Does not include *Defense Costs* or *Privacy Breach Notification Costs*.

Computer Fraud.

1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a *Computer System*, that:
   a. is not made by an *Insured Person*, an *Independent Contractor*, or any other person under the direct supervision of the *Insured*; and
   b. causes *Money*, *Securities*, or *Other Property* to be transferred, paid, or delivered from inside the *Insured Entity's* premises or the *Insured Entity's* financial institution premises to a place outside of such premises.
2. Does not include *Social Engineering Fraud*.

Computer System.

Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:

1. under the operational control of, and owned by, licensed to, or leased to:
   a. the *Insured Entity*; or
   b. an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or
2. operated by an *IT Provider*, but only the portion of such computer system used to provide hosted computer resources to the *Insured Entity*, except under the Betterment or Business Interruption Insuring Agreements.

Confidential Information.

Means a third party's or *Insured Person's* private or confidential information that is in the care, custody, or control of the *Insured Entity*, or a service provider acting on behalf of the *Insured Entity*.

Covered Material.

1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the *Insured Entity*.
2. Does not include:
   a. tangible product designs; or
   b. content created or disseminated by the *Insured Entity* on behalf of a third party.

Cyber Extortion Costs.

1. Means, with the Insurer's prior written consent:
   a. *Ransom*;
   b. reasonable amounts incurred or paid by the *Insured* in the process of paying, or attempting to pay, *Ransom*; or
   c. reasonable amounts incurred or paid by the *Insured*, recommended by an *Approved Provider*, to mitigate *Ransom.*
2. Does not include *Computer And Legal Expert Costs* or *Restoration Costs*.

Cyber Extortion Threat.

Means a threat to:

1. access or disclose:
   a. *Confidential Information*; or
   b. an *Insured Entity's* information without authorization; or
2. commit or continue a *Security Breach,*

made against the *Insured Entity* for *Ransom*.

Defense Costs.

1. Means reasonable fees and costs incurred by the Insurer, or the *Insured* with the Insurer's prior written consent, in the:
   a. investigation;
   b. defense;
   c. settlement; or
   d. appeal,

of a *Claim*.

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

2. Includes up to $1,000 per day for loss of earnings due to an *Insured Person's* attendance in court, if at the Insurer's request.
3. Does not include wages, benefits, or overhead of the Insurer or of the *Insured*.

Discover, *Discovered*, *Discovery.*

Means when an *Executive Officer* first becomes aware of facts that would cause a reasonable person to assume that a *First Party Loss* has been or will be incurred, regardless of when the act or acts causing or contributing to such *First Party Loss* occurred, even though the exact amount or details of such *First Party Loss* may not then be known.

Employee.

1. Means a natural person while their labor is engaged and directed by the *Insured Entity*, and who is:
   a. a full-time, part-time, seasonal, or temporary worker compensated directly by the *Insured Entity* through wages, salaries, or commissions;
   b. a volunteer, student, or intern; or
   c. a worker whose services have been leased to the *Insured Entity* by a labor leasing firm under a written agreement.
2. For the Cyber Crime and Business Loss Insuring Agreements only, *Employee* also includes any natural person:
   a. officer;
   b. partner;
   c. sole proprietor;
   d. in-house general counsel; or
   e. member of a board of directors, trustees, or governors,

   of the *Insured Entity*.
3. Does not include any:
   a. agent;
   b. broker;
   c. consignee;
   d. independent contractor; or
   e. representative,

   of the *Insured Entity*.

Executive Officer.

Means a natural person while acting as the *Insured Entity's*:

1. chief executive officer;
2. chief financial officer;
3. chief information security officer;
4. risk manager;
5. in-house general counsel; or
6. the functional equivalent of 1 through 5.

Extra Expense.

Means reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, that:

1. result from a *First Party Event*;
2. are in excess of the *Insured Entity's* normal operating costs;
3. are intended to reduce *Income Loss*; and
4. would not have been incurred had there been no *First Party Event*.

First Party Event.

1. Means:
   a. *Computer Fraud*;
   b. *Cyber Extortion Threat*;
   c. *Funds Transfer Fraud*;
   d. *IT Provider Breach*;
   e. *Media Act;*

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

f. *Privacy Breach*;
g. *Security Breach*;
h. *Social Engineering Fraud*;
i. *System Failure*; or
j. *Telecom Fraud*.

2. *First Party Events* that have a common:
   a. nexus;
   b. set of facts;
   c. circumstance;
   d. situation;
   e. event; or
   f. decision,

   are deemed a single *First Party Event*.

First Party Insuring Agreements.

Means the:
1. Breach Response Insuring Agreements;
2. Business Loss Insuring Agreements; and
3. Cyber Crime Insuring Agreements.

First Party Loss.

1. Means:
   a. *Betterment Costs;*
   b. *Business Interruption Loss;*
   c. *Computer And Legal Expert Costs;*
   d. *Cyber Extortion Costs;*
   e. *Money;*
   f. *Other Property;*
   g. *Privacy Breach Notification Costs;*
   h. *Public Relations Costs;*
   i. *Reputation Harm*;
   j. *Restoration Costs;*
   k. *Securities;* or
   l. *Telecom Charges.*
2. Other than *Accounting Costs*, does not include amounts:
   a. to establish *First Party Loss*; or
   b. to prepare the *Insured Entity's* Proof of Loss.

Funds Transfer Fraud.

1. Means a fraudulent instruction that:
   a. is electronically sent to a financial institution that is not an *Insured,* at which the *Insured Entity* maintains an account;
   b. directs the transfer, payment, or delivery of *Money* or *Securities* from the *Insured Entity's* account;
   c. is purportedly sent by the *Insured Entity*;
   d. is sent by someone, other than an *Insured*; and
   e. is sent without the *Insured Entity's* knowledge or consent.
2. Does not include *Social Engineering Fraud*.

Impacted Parties.

Means the persons or entities whose *Confidential Information* was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.

Income Loss.

1. Means pretax net profit the *Insured Entity* did not earn, and net loss the *Insured Entity* incurred, because of a *First Party Event*. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.
2. Does not include:

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

a. *Extra Expense*;
b. contractual penalties;
c. costs incurred to replace or improve a *Computer System* to a level of functionality beyond what existed prior to the *First Party Event*;
d. costs incurred to identify or remediate *computer system* errors or vulnerabilities;
e. interest or investment income; or
f. *Loss* incurred due to unfavorable business conditions not related to the *First Party Event*.

Independent Contractor. Means a natural person, other than an *Employee*, while performing services for the *Insured Entity* under a written agreement.

Insured. Means:
1. *Insured Persons*;
2. *Insured Entities*; or
3. for the Liability Insuring Agreements only, also includes *Additional Insureds*.

Insured Entity. Means:
1. the Named Insured; or
2. *Subsidiaries*.

Insured Person. Means:
1. *Employees*;
2. natural persons while:
   a. officers;
   b. partners;
   c. the sole proprietor;
   d. in-house general counsel; or
   e. members of a board of directors, trustees, or governors,

   of the *Insured Entity*; or
3. for the Liability Insuring Agreements only, also includes *Independent Contractors.*

IT Provider. Means an entity while under a written agreement with the *Insured Entity* to provide it with:
1. hosted computer application services;
2. cloud services or computing;
3. electronic data hosting, back-up, storage, and processing;
4. co-location services;
5. platform-as-a-service; or
6. software-as-a-service.

IT Provider Breach. Means:
1. unauthorized access to;
2. use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into,

an *IT Provider's* computer system, resulting in total or partial interruption.

Loss. 1. Means:
   a. *Defense Costs*;
   b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an *Insured* is legally obligated to pay as a result of a *Claim*, including:
      i. court awarded legal fees; and

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;

c. *Payment Card Contract Penalties;*

d. for the Regulatory Proceedings Insuring Agreement, means *Regulatory Costs*; or

e. for *First Party Insuring Agreements*, means *First Party Loss*.

2. *Loss*, other than *Defense Costs*, does not include:

a. civil or criminal fines, penalties, sanctions, or taxes, except for:

i. *Payment Card Contract Penalties*; or

ii. *Regulatory Costs*;

b. amounts uninsurable under applicable law;

c. restitution, return, or disgorgement of any profits;

d. liquidated damages in excess of the amount for which the *Insured* would be liable absent the liquidated damages provision of a contract; or

e. the cost of complying with injunctive or nonmonetary relief.

Media Act. Means, in *Covered Material*:

1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;
2. the unauthorized use of a literary or artistic format, character, or performance;
3. a violation of an individual's right of privacy or publicity;
4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;
5. the misappropriation of ideas under an implied contract;
6. improper deep-linking or framing; or
7. unfair competition, when alleged in connection with 1 through 6.

Merchant Service Agreement. Means a contract between the *Insured Entity* and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.

Money. 1. Means:

a. currency, coins, or bank notes in circulation;

b. bullion;

c. *Virtual Currency*;

d. traveler's checks;

e. certified or cashier's checks; or

f. money orders.

2. Does not include *Securities*.

Notification. Means written notice to *Impacted Parties* about a *Privacy Breach* or *Security Breach*. Multiple *Notifications* about the same *Privacy Breach* or *Security Breach* are deemed one *Notification*.

Optional ERP. Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is:

1. canceled; or
2. not renewed.

Other Property. Means tangible property, other than *Money* or *Securities* that has intrinsic value.

Payment Card Contract Penalties. Means fines, penalties, or assessments imposed under a *Merchant Service Agreement* against an *Insured Entity* for noncompliance with *Payment Card Security Standards*.

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

Payment Card Security Standards. Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the *Insured Entity* has agreed in a *Merchant Service Agreement*.

Period Of Indemnity. Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first:

1. *Notification;* or
2. *Adverse Media Report*,

whichever is earlier.

Period Of Restoration. Means the period of time that begins after the *Wait Period* ends, and ends on the earlier of:

1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or
2. when the *Insured Entity's* business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the *First Party Event*.

Policy Period. Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.

Pollutant. Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Potential Claim. Means conduct or circumstances that could reasonably be expected to give rise to a *Claim*.

Privacy And Security Act. Means:

1. the failure to prevent a *Privacy Breach*;
2. the failure to destroy *Confidential Information*;
3. a violation of law, when alleged in connection with 1 or 2;
4. the failure to provide *Notification* required by law;
5. the failure to comply with a *Privacy Policy;*
6. the unauthorized, unlawful, or wrongful collection of *Confidential Information*; or
7. the failure to prevent a *Security Breach*, directly resulting in the:
   a. alteration or deletion of *Confidential Information*;
   b. transmission of a *Virus* into a computer or network system that is not a *Computer System*;
   c. participation in a denial-of-service attack directed against a computer or network system that is not a *Computer System*; or
   d. failure to provide an authorized user with access to a *Computer System*.

Privacy Breach. Means the loss or theft of, or unauthorized access to or disclosure of, *Confidential Information*.

Privacy Breach Notification Costs. Means reasonable costs or fees incurred or paid by an *Insured Entity*, voluntarily or as required by agreement or law, for:

1. printing and delivering notice to;
2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to;
3. call center services for;
4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or
5. with the Insurer's prior written consent, other services to mitigate *Loss* or provide notice to, *Impacted Parties*, if recommended and provided by an *Approved Provider.*

Privacy Policy. Means the *Insured Entity's* publicly available written policies or procedures regarding *Confidential Information*.

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

Public Relations Costs. Means reasonable costs or fees for public relations services recommended and provided by an *Approved Provider* to mitigate or prevent negative publicity resulting from a *Privacy And Security Act* or *Media Act*.

Ransom.

1. Means:
   a. *Money*;
   b. *Securities;* or
   c. the fair market value of property or services,

   paid or surrendered by, or on behalf of, the *Insured*, in direct response to a *Cyber Extortion Threat*.
2. Will be valued as of the date paid or surrendered.

Regulatory Costs. Means:

1. civil money fines;
2. civil penalties; or
3. amounts deposited in a consumer redress fund,

imposed in a *Regulatory Proceeding*, to the extent insurable under the most favorable applicable law.

Regulatory Proceeding. Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.

Reputation Harm. Means damage to the *Insured Entity's* reputation incurred during the *Period Of Indemnity* that results in *Income Loss,* other than the value of:

1. coupons;
2. price discounts;
3. prizes;
4. awards; or
5. consideration given by the *Insured* in excess of the contracted or expected amount.

Restoration Costs.

1. Means the reasonable amounts incurred or paid by the *Insured*, with the Insurer's prior written consent:
   a. to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a *Computer System*, to its condition immediately before a *Security Breach*; or
   b. to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.
2. Does not include:
   a. costs to recover or replace computer programs, software, or electronic data that the *Insured* did not have a license to use;
   b. costs to design, update, or improve the operation of computer programs or software;
   c. costs to recreate work product, research, or analysis; or
   d. wages, benefits, or overhead of the *Insured.*

Run-Off Period. Means the period starting on the date of the *Change Of Control* to the end of the *Policy Period*.

Securities. Means written agreements representing *Money* or property, other than *Virtual Currency*.

Security Breach. Means:

1. the unauthorized access to;
2. the use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into,

a *Computer System*.

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SPECIMEN - QUOTE 1

Definitions continued from the previous page.

Social Engineering Fraud. Means intentionally misleading an *Employee,* by providing an instruction that:

1. is not made by an *Insured*;
2. is purportedly from a *Vendor*, *Client*, or *Employee*;
3. directs the *Employee* to transfer, pay, or deliver *Money* or *Securities*;
4. contains a misrepresentation of material fact; and
5. is relied upon by the *Employee,* believing the material fact to be true.

Subsidiary. Means:

1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;
2. a nonprofit entity while the Named Insured exercises management control over such entity; or
3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an *Insured Entity* controls the entity's management and operations under a written agreement.

System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of a *Computer System*, not caused by:

1. a *Security Breach*; or
2. a total or partial interruption of a third party computer system or network.

Telecom Charges. Means amounts charged to the *Insured Entity* by its telephone service provider.

Telecom Fraud. Means the unauthorized access to, or use of, the *Insured Entity's* telephone system by a person or entity other than an *Insured Person*.

Vendor. Means a person or entity that provides goods or services to the *Insured Entity* under an agreement.

Virtual Currency.

1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.
2. Does not include:
   a. coupons;
   b. discounts;
   c. gift cards;
   d. rebates;
   e. reward points; or
   f. similar mediums of exchange.

Virus. Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

Wait Period. Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an *Insured Entity's* business operations is caused by a *First Party Event*. A separate *Wait Period* applies to each unrelated *First Party Event*.

Wrongful Act.

1. Means any:
   a. *Media Act;* or
   b. *Privacy And Security Act.*
2. All *Wrongful Acts* that share a common:
   a. nexus;
   b. set of facts;
   c. circumstance;
   d. situation;
   e. event; or
   f. decision,

   are deemed a single *Wrongful Act* that occurred at the time the first such *Wrongful Act* occurred.

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SPECIMEN - QUOTE 1

Exclusions

Assumed Liability.

1. The Insurer will not pay *Loss* based upon or arising out of liability assumed by an *Insured*.
2. This does not apply:
   a. when the *Insured* would have been liable in the absence of such assumption of liability;
   b. to a *Claim* for *Payment Card Contract Penalties*; or
   c. to any privacy or confidentiality obligation that the *Insured* has agreed to under a *Privacy Policy* or nondisclosure agreement.

Bodily Injury.

1. The Insurer will not pay *Loss* for:
   a. bodily injury;
   b. sickness;
   c. disease;
   d. death; or
   e. loss of consortium.
2. This does not apply to:
   a. emotional distress;
   b. mental anguish;
   c. humiliation; or
   d. loss of reputation.

Conduct.

1. The Insurer will not pay *Loss* based upon or arising out of an *Insured's*:
   a. intentionally dishonest or fraudulent act or omission; or
   b. willful violation of law or regulation.
2. This does not apply to:
   a. *Defense Costs*; or
   b. *Loss* other than *Defense Costs*, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.
3. In applying this exclusion, knowledge or conduct of an *Insured* will not be imputed to another *Insured,* except that knowledge or conduct of an *Executive Officer* will be imputed to the *Insured Entity.*

Cyber Crime.

The Cyber Crime Insuring Agreements do not apply to:

1. indirect or consequential loss;
2. potential income, including interest and dividends, not realized by an *Insured* or *Client*;
3. loss of confidential information;
4. loss of intellectual property;
5. loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;
6. loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the *Insured's* password, PIN, or other security code;
7. amounts the *Insured* incurs without a legal obligation to do so;
8. loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;
9. loss resulting from the failure of any party to perform under any contract; or
10. loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.

Government Action.

The Insurer will not pay *Loss* based upon or arising out of:

1. seizure;
2. confiscation;
3. nationalization;

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SPECIMEN - QUOTE 1

Exclusions continued from the previous page.

4. requisition; or
5. destruction of property,

by or under the order of domestic or foreign government authority.

Infrastructure. The Insurer will not pay *Loss* based upon or arising out of a total or partial interruption or failure of any:

1. satellite;
2. electrical or mechanical system;
3. electric, gas, water, or other utility;
4. cable, telecommunications, or Internet service provider; or
5. other infrastructure,

except when such is under the *Insured's control*.

Insured vs. Insured.

1. The Insurer will not pay *Loss* for a *Claim* brought by or on behalf of:
   a. an *Insured*; or
   b. an entity that, at the time the *Wrongful Act* occurs, or the date the *Claim* is made:
      i. is owned, operated, or controlled by any *Insured*; or
      ii. owns, operates, or controls any *Insured*.
2. This does not apply to a *Claim*:
   a. by an *Insured Person* for contribution or indemnity, if resulting from another covered *Claim*; or
   b. by or on behalf of an *Insured Person* or *Additional Insured* who did not commit or participate in the *Wrongful Act*.

Intellectual Property. The Insurer will not pay *Loss* based upon or arising out of an *Insured's* misappropriation, infringement, or violation of:

1. copyrighted software;
2. patent rights or laws; or
3. trade secret rights or laws.

Labor Disputes. The Insurer will not pay *Loss* under the Business Loss Insuring Agreements based upon or arising out of labor disputes.

Licensing And Royalties. The Insurer will not pay *Loss* based upon or arising out of an obligation to pay licensing fees or royalties.

Ownership Rights. The Insurer will not pay *Loss* based upon a *Claim* by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in *Covered Material*.

Physical Peril. The Insurer will not pay *Loss* based upon or arising out of:

1. fire, smoke, or explosion;
2. lightning, wind, rain, or hail;
3. surface water, waves, flood, or overflow of any body of water;
4. earthquake, earth movement, or earth sinking;
5. mudslide, landslide, erosion, or volcanic eruption;
6. collapse, wear and tear, rust, corrosion, or deterioration;
7. magnetic or electromagnetic fields;
8. extremes of temperature or humidity; or
9. any similar physical event or peril.

Pollution. The Insurer will not pay *Loss* based upon or arising out of:

1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a *Pollutant*; or

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SPECIMEN - QUOTE 1

Exclusions continued from the previous page.

2. a request, demand, order, or statutory, or regulatory requirement that an *Insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a *Pollutant*; or
3. testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a *Pollutant*.

Prior Acts.

The Insurer will not pay *Loss* based upon or arising out of a *Wrongful Act* that occurs prior to the Retro Date shown in the CyberRisk Declarations.

Prior Matters.

The Insurer will not pay *Loss* based upon or arising out of any fact, circumstance, situation, event, or *Wrongful Act:*

1. that is, or reasonably would be regarded as, the basis for a *Claim* under the Liability Insuring Agreements about which any *Executive Officer* had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;
2. that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any *Insured* and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or
3. previously alleged in a civil, criminal, administrative, or regulatory proceeding against any *Insured* prior to the P&P Date shown in the CyberRisk Declarations.

Property Damage.

1. The Insurer will not pay *Loss* under the Liability or Breach Response Insuring Agreements for the:
   a. damage to;
   b. destruction of;
   c. loss of; or
   d. loss of use of,

   any tangible property.
2. The Insurer will not pay *Loss* under the Cyber Crime or Business Loss Insuring Agreements based upon or arising out of the:
   a. damage to;
   b. destruction of;
   c. loss of; or
   d. loss of use of,

   any tangible property, other than loss of *Other Property* covered under the Computer Fraud Insuring Agreement.

Securities Laws.

The Insurer will not pay *Loss* based upon or arising out of:

1. a violation of a securities law or regulation; or
2. except under the Cyber Crime Insuring Agreements:
   a. the ownership of;
   b. the sale or purchase of; or
   c. the offer to sell or purchase,

   stock or other securities.

Unlawful Collection.

1. The Insurer will not pay *Loss* based upon or arising out of a collection of *Confidential Information* in violation of law.
2. This does not apply to *Defense Costs*.

Unsolicited Communications.

1. The Insurer will not pay *Loss* based upon or arising out of a violation of a law that restricts or prohibits unsolicited communications.
2. This does not apply to a *Security Breach* under the Breach Response Insuring Agreements.

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SPECIMEN - QUOTE 1

Exclusions continued from the previous page.

War.

1. The Insurer will not pay *Loss* based upon or arising out of:
   a. war, including undeclared or civil war;
   b. 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
   c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. This does not apply to an actual or threatened attack against a *Computer System* with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.

Limits And Retentions

Limits Of Insurance.

1. The most the Insurer will pay for all *Loss* is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.
2. The most the Insurer will pay for all *Loss* under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but:
   a. The most the Insurer will pay for all *Payment Card Contract Penalties* is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy and Security Limit.
   b. The most the Insurer will pay for all *Business Interruption Loss* that results from a *System Failure* is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.
   c. Payment of *Loss* under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.
   d. The most the Insurer will pay for all *Accounting Costs* is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.
   e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of *Betterment Costs* will be paid by the *Insured*. The Insurer will pay the remaining *Betterment Costs*, up to the Betterment Limit shown in the CyberRisk Declarations.
3. The most the *Insured* will pay for all *Loss* with respect to an *Additional Insured* is the limit agreed to in the agreement between such *Additional Insured* and the *Insured Entity*, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.
4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.
5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.

Retention.

1. The Insurer will only pay *Loss* once the applicable Retention shown in the CyberRisk Declarations has been paid by the *Insured*.
2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to:
   a. a *Claim*;
   b. a *First Party Event*; or
   c. *Claims* and *First Party Events* that share a common nexus, set of facts, circumstance, situation, event, or decision,

   the *Insured* will not pay more than the amount of the largest applicable Retention.
3. The *Insured Person* is deemed indemnified by the *Insured Entity* to the extent permitted or required by law, written agreement, or the by-laws of the *Insured Entity*. For the Liability Insuring Agreements, no Retention will apply to an *Insured Person* if indemnification by the *Insured Entity* is:
   a. not permitted by law; or
   b. not possible due to the financial insolvency of such *Insured Entity.*

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SPECIMEN - QUOTE 1

Limits and Retentions continued from previous page.

4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

Other Conditions

Allocation.

1. Subject to Other Conditions, Settlement, if an *Insured* incurs:
   a. *Loss* jointly with others who are not covered for a *Claim*; or
   b. *Loss* covered and loss not covered by this Coverage because a *Claim* includes both covered and uncovered matters,

   then the *Insured* and the Insurer will use their best efforts to allocate such amount between covered *Loss* and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters.
2. If the CyberRisk Declarations shows that the Insurer has the duty to defend *Claims*, all *Defense Costs* will be allocated to covered *Loss*.

Cancelation And Nonrenewal.

1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give written notice of cancelation to the Named Insured. Unless payment is received in full within 20 days of the *Insured's* receipt of such notice, this Coverage will be canceled.
2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancelation will be effective.
3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis.
4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations.

Change Of Structure.

1. Under the Liability and Breach Response Insuring Agreements, if a *Change Of Control* occurs during the *Policy Period*, the coverage will continue for the *Run-Off Period*.
2. Coverage during the *Run-Off Period* is only for *Wrongful Acts* or *First Party Events* occurring before such *Change Of Control*.
3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an *Insured Entity* during the *Policy Period*, *First Party Loss* is only covered if:
   a. such *First Party Loss* is sustained; and
   b. the applicable *First Party Event* is *Discovered*,

   prior to the time such entity ceased to be an *Insured Entity*.
4. The Named Insured may request to extend the time of the *Run-Off Period*.

Claim Defense.

1. If the CyberRisk Declarations shows that the Insurer has the duty to defend *Claims*, the Insurer:
   a. has the right and duty to defend covered *Claims*, even if groundless or false;
   b. has the right to select defense counsel for such *Claims*; and
   c. has no duty to defend, or to continue to defend, *Claims* after the applicable Limit has been exhausted.
2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend *Claims*:
   a. the *Insured* has the duty to defend *Claims*;
   b. the Insurer has the right to participate in the selection of defense counsel;
   c. the Insurer has the right to participate in the investigation, defense, and settlement of such *Claims*;
   d. subject to the applicable Limit, the Insurer will reimburse the *Insured* for *Defense Costs;*
   e. upon written request, the Insurer will advance *Defense Costs*; and
   f. advanced *Defense Costs* will be repaid to the Insurer to the extent that the *Insured* is not entitled to such payment.
3. With respect to a *Claim*, the *Insured* will not, without the Insurer's prior written consent:

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SPECIMEN - QUOTE 1

Other Conditions continued from the previous page.

a. make an offer to settle, or settle, a *Claim*;
b. admit liability; or
c. except at the *Insured's* own cost, make a voluntary payment, pay or incur *Defense Costs* or other expense, or assume any obligation.

Cyber Crime And Business Loss Change.

The Cyber Crime and Business Loss Insuring Agreements will end upon:

1. a *Change Of Control*; or
2. the voluntary liquidation or dissolution of the Named Insured.

ERP – Automatic.

1. The *Automatic ERP* applies without additional premium.
2. *Claims* resulting from *Wrongful Acts* that occur prior to cancelation or nonrenewal can be reported to the Insurer during the *Automatic ERP*. Such *Claim* is deemed reported on the last day of the *Policy Period*.
3. The most the Insurer will pay for *Loss* resulting from *Claims* reported during the *Automatic ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.

ERP – Optional.

1. The Named Insured may elect to purchase an *Optional ERP* shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The *Optional ERP* will only take effect if:
   a. the Insurer receives written notice of such election no later than 90 days after cancelation or nonrenewal; and
   b. the additional premium for the *Optional ERP* is paid when due.
2. *Claims* or *Potential Claims* resulting from *Wrongful Acts* that occur prior to cancelation or nonrenewal can be made and reported to the Insurer during the *Optional ERP*. Such *Claim* or *Potential Claim* is deemed reported on the last day of the *Policy Period*.
3. For the Computer And Legal Experts, Privacy Breach Notification, and Public Relations Insuring Agreements, *First Party Loss* that results from a *First Party Event* occurring prior to cancelation or nonrenewal can be *Discovered* during the *Optional ERP*. Such *First Party Event* is deemed *Discovered* on the last day of the *Policy Period*.
4. The premium due for the *Optional ERP* is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the *Optional ERP.*
5. The most the Insurer will pay for *Loss* resulting from *Claims* made, or *First Party Events Discovered*, during the *Optional ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.
6. When the *Optional ERP* applies, it replaces the *Automatic ERP*.

Extended Discovery Period.

For the *First Party Insuring Agreements*, the *Insured* has an extended period of time to *Discover* a *First Party Loss* arising out of a *First Party Event* that occurred prior to the effective date of cancelation. Such *First Party Event* will be deemed *Discovered* on the last day of the *Policy Period*. This period begins on the effective date such First Party Insuring Agreement is canceled. It ends on the earlier of:

1. 90 days; or
2. the effective date of similar coverage purchased by the *Insured*, even if such insurance does not provide coverage for loss sustained prior to its effective date.

Income Loss Appraisal.

If, after submission of the Proof of Loss, the Insurer and *Insured* do not agree on the amount of *Income Loss*, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of *Income Loss* to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of *Income Loss* is binding.

Each party will:

1. pay its own appraiser, except when covered as *Accounting Costs*, and
2. share the fees and costs of the umpire equally.

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SPECIMEN - QUOTE 1

Other Conditions continued from the previous page.

Notice Of Claim.

1. If an *Insured* gives the Insurer written notice of a *Potential Claim* during the *Policy Period*, or any extended reporting period, then a *Claim* subsequently arising from such *Potential Claim* will be deemed made on the last day of the *Policy Period*. Such notice must include a description of the anticipated allegations of *Wrongful Acts*, potential damages, and the names of potential claimants and *Insureds* involved.
2. Once an *Executive Officer* becomes aware that a *Claim* has been made, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable. If such *Claim* involves facts that are subject to a court order or law enforcement hold, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the *Claim* or description of its particulars.
3. All notices under this section must be sent to the Insurer at an address shown in the Declarations.

Notice Of First Party Event.

1. Upon the *Discovery* of a *First Party Event*, the *Insured* must give the Insurer written notice of the particulars of such event, as soon as practicable.
2. If such *First Party Event* causes *First Party Loss* under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the *Insured* must:
   a. give the Insurer a detailed, sworn Proof of Loss within 120 days;
   b. submit to an examination Under Oath, and give the Insurer a signed statement of the *Insured's* answers; and
   c. notify law enforcement, if such *First Party Event* violates law.
3. Demands for payment of *First Party Loss* must be provided to the Insurer by the *Insured Entity*.
4. All notices and demands must be sent to the Insurer at an address shown in the Declarations.

Other Insurance.

1. The Breach Response and Business Loss Insuring Agreements are primary insurance.
2. The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the *Insured.* This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.

Property Covered.

Coverage under the Cyber Crime Insuring Agreements is limited to property:

1. the *Insured Entity*:
   a. owns;
   b. leases; or
   c. holds for others; or
2. for which the *Insured Entity* is legally liable, except property located inside premises of the *Insured Entity's* client or such client's financial institution.

Recovery And Subrogation.

1. The Insurer has no duty to recover amounts paid under this Coverage.
2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:
   a. to the Insurer for any Retention it paid on behalf of an *Insured*;
   b. to the *Insured* for *Loss* the Insurer did not pay because the applicable Limit was exhausted;
   c. to the Insurer for *Loss* it paid;
   d. to the *Insured* for any Retention it paid; and then
   e. to the *Insured* for any uncovered loss it paid.
3. Recoveries do not include amounts from insurance or reinsurance.
4. The Insurer is subrogated to, and the *Insured* must transfer to the Insurer, all of the *Insured's* rights of recovery against any person or organization for *Loss* the Insurer has paid under this Coverage. The *Insured* agrees to:
   a. execute and deliver instruments and papers;
   b. do everything necessary to secure such rights; and
   c. will do nothing to impair or prejudice those rights.
5. Subrogation will not apply if the *Insured*, prior to the date of a *Wrongful Act* or a *First Party Event*, waived its rights to recovery.

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SPECIMEN - QUOTE 1

Other Conditions continued from the previous page.

6. Any of the *Insured Entity's* property that the Insurer pays for becomes the Insurer's property.

Related Claims.

Multiple *Claims* arising out of the same *Wrongful Act* are a single *Claim* that is deemed first made on the date the earliest of such *Claims* is made, whether before or during the *Policy Period*.

Representations.

1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the *Insured* made to the Insurer.
2. If any such representation is untrue, and:
   a. was material to the acceptance of the risk; and
   b. is material to a covered *Loss*,

   then this coverage will not apply to such *Loss* with respect to:
   i. an *Insured Person* who knew; or
   ii. an *Insured Entity*, if an *Executive Officer* knew,

   that such representation was untrue on the Inception date shown in the Declarations.

Settlement.

The Insurer may, with the written consent of the *Insured*, settle a *Claim*. If the Insurer and claimant agree to settle a *Claim* but the *Insured* withholds its consent, the *Insured* will be responsible for 20% of all:

1. *Defense Costs* incurred after the date the *Insured* withheld its consent; and
2. *Loss*, other than *Defense Costs*, in excess of such settlement offer.

Subsidiaries.

If a *Subsidiary* is acquired or created by an *Insured Entity* during the *Policy Period,* and its revenues are:

1. less than 35% of the total annual revenues of such *Insured Entity*, then it will be covered for *Wrongful Acts* or *First Party Events* that occur after its acquisition or creation*; or*
2. are at least 35% of the total annual revenues of such *Insured Entity, then it will* be covered for:
   a. *Wrongful Acts* that occur after its acquisition or creation, for *Claims* made; or
   b. *First Party Events* that occur after its acquisition or creation and that are *Discovered* and reported,

   within 90 days of its acquisition or creation, or the end of the *Policy Period*, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.

Suits Against The Insurer – Cyber Crime.

The *Insured Entity* may not bring any legal action against the Insurer involving a *First Party Event* covered under the Cyber Crime Insuring Agreements:

1. until 60 days after the *Insured Entity* has filed Proof of Loss; and
2. unless such legal action is brought within two years from the date the *Insured Entity Discovers* the *First Party Event.*

Valuation Under First Party Insuring Agreements.

1. *Money*, except *Virtual Currency*, is valued in the U.S. dollar equivalent determined at the rate of exchange published by The Wall Street Journal:
   a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered;* and
   b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss.*
2. *Securities* are valued at market value as of the close of business on the date the *First Party Event* was *Discovered*; and at its discretion, the Insurer will:
   a. pay the *Insured Entity* such value;
   b. replace such *Securities* in kind, in which case the *Insured Entity* must assign to the Insurer all rights, title, and interest in such *Securities*; or
   c. pay the cost of a Lost Securities Bond required when issuing duplicates of the *Securities*. Such Lost Securities Bond will have a penalty no more than the value of the *Securities* at the close of business on the date the *First Party Event* was *Discovered*.

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SPECIMEN - QUOTE 1

Other Conditions continued from the previous page.

3. *Virtual Currency* is valued in the U.S. dollar equivalent determined at the rate of exchange:
   a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered;* and
   b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss.*
4. *Other Property* is valued for the lesser of:
   a. the actual cash value of the *Other Property* on the date the *First Party Event* was *Discovered*; or
   b. the cost to replace *Other Property* with comparable property, but only after such property is actually replaced.

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE EXCLUSION BB. ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **IV. EXCLUSIONS**, BB.:

BB. Except as outlined in section II. GENERAL AGREEMENTS, C. and D., this **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number:

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SPECIMEN - QUOTE 1

There are three changes described below:

1. The following is added to **Definitions**:

   Additional Response Costs. Means the amount the Insurer will pay for:

   1. *Computer And Legal Expert Costs* incurred by the *Insured Entity*, but only the amount of such that exceeds the Computer And Legal Expert Limit shown on the CyberRisk Declarations; and
   2. *Privacy Breach Notification Costs* incurred by the *Insured Entity*, but only such costs applicable to the number of *Impacted Parties* that exceed the number of Impacted Parties shown as the Privacy Breach Notification Limit on the CyberRisk Declarations.

2. The following replaces **Limits And Retentions**, **Limit Of Insurance**:

   Limits Of Insurance.

   1. The most the Insurer will pay for *Additional Response Costs* under the Computer and Legal Expert or Privacy Breach Notification Insuring Agreement and all *Loss* under all other Insuring Agreements is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.
   2. The most the Insurer will pay for all *Loss* under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations, but:
      a. The most the Insurer will pay for all *Payment Card Contract Penalties* is the Payment Card Limit shown in the CyberRisk Declarations, which is within the Privacy and Security Limit.
      b. The most the Insurer will pay for all *Business Interruption Loss* that results from a *System Failure* is the System Failure Limit shown in the CyberRisk Declarations, which is within the Business Interruption Limit.
      c. Payment of *Loss* under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is subject to, and will reduce, the remaining Business Interruption Limit.
      d. The most the Insurer will pay for all *Accounting Costs* is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within the Limit for the applicable Business Loss Insuring Agreement.
      e. If a Betterment Co-insurance percentage is shown in the CyberRisk Declarations, the Insurer and the *Insured* will share the payment of *Betterment Costs*. The *Insured's* share of payment will be such percentage shown. The Insurer will pay the remaining percentage of *Betterment Costs*, up to the Betterment Limit shown in the CyberRisk Declarations.
      f. For *Computer And Legal Experts Costs*, the most the Insurer will pay is the Computer And Legal Experts Insuring Agreement Limit shown in the CyberRisk Declarations, which is outside of, and will not reduce, the CyberRisk Aggregate Limit or any Shared Limit.
      g. For *Privacy Breach Notification Costs* , the maximum number of *Impacted Parties* for whom the Insurer will pay to notify is the number of Impacted Parties shown as the Privacy Breach Notification Limit in the CyberRisk Declarations, which is outside of, and will not reduce, the CyberRisk Aggregate Limit or any Shared Limit.
   3. The most the Insurer will pay for all *Loss* with respect to an *Additional Insured* is the limit agreed to in the contract between such *Additional Insured* and the *Insured Entity*, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.
   4. The most the Insurer will pay for *Additional Response Costs* under the Computer And Legal Experts or Privacy Breach Notification Insuring Agreements, and all *Loss* under all other Insuring Agreements, if the CyberRisk Declarations indicates that a Shared Limit applies, is the Shared Limit shown in the Shared Limit Declarations.
   5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.

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SPECIMEN - QUOTE 1

3. For the Privacy Breach Notification Insuring Agreement only, the following is added to **Limits And Retentions**, **Retention**, 1:

The Insurer will only pay *Privacy Breach Notification Costs* if the number of *Impacted Parties* equals or exceeds the number of Impacted Parties shown as the Privacy Breach Notification Threshold on the CyberRisk Declarations. Once the Privacy Breach Notification Threshold is met, *Privacy Breach Notification Costs* will be paid for all *Impacted Parties,* subject to the applicable Limit.

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SPECIMEN - QUOTE 1

Dependent Business Interruption – System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are four changes described below:

1. The following is added to **Business Loss Insuring Agreements**, **Dependent Business Interruption**:

   The Insurer will also pay the *Insured* for its *Business Interruption Loss* , directly caused by an *IT Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**, *First Party Event*:

   Includes an *IT Provider System Failure*.

3. The following is added to **Definitions**:

   IT Provider System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of an *IT Provider's* computer system not caused by an *IT Provider Breach*.

4. The following is added to **Limits and Retentions**, **Limit of Insurance**, 2:

   The most the Insurer will pay for *Business Interruption Loss* that results from an *IT Provider System Failure* is the Dependent Business Interruption - System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Dependent Business Interruption Limit.

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SPECIMEN - QUOTE 1

Dependent Business Interruption - Outsource Provider With System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are four changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption**:

   Dependent Business Interruption - Outsource Provider. The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider Breach* that is *Discovered* during the *Policy Period*.

   Dependent Business Interruption - Outsource Provider - System Failure. The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**, *First Party Event*:

   Includes an *Outsource Provider Breach* and *Outsource Provider System Failure*.

3. The following are added to **Definitions**:

   Outsource Provider. Means a provider, other than an *IT Provider*, that:
   1. provides goods to, or performs services for, the *Insured* under a written contract; and
   2. the *Insured* does not own, operate, or control.

   Outsource Provider Breach. Means:
   1. the unauthorized access to;
   2. the use of authorized access to cause intentional harm to;
   3. a denial-of-service attack against; or
   4. the introduction of a *Virus* into,

   an *Outsource Provider's* computer system, resulting in an interruption of such computer system.

   Outsource Provider System Failure. Means an accidental, unintentional, and unplanned interruption of an *Outsource Provider's* computer system not caused by an *Outsource Provider Breach*.

4. The following is added to **Limits And Retentions**, **Limit Of Insurance**, 2:

   The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider Breach* is the Dependent Business Interruption - Outsource Provider Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.

   The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider System failure* is the Dependent Business Interruption - Outsource Provider - System Failure Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.

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SPECIMEN - QUOTE 1

Conviction Reward Endorsement

There are three changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

   Conviction Reward. The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**:

   Conviction Reward Costs. Means the reasonable amount paid by the *Insured Entity*, with the Insurer's prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.

3. The following is added to the **CyberRisk Declarations**:

	Limit	**Retention**
Conviction Reward:	$25,000	0

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SPECIMEN - QUOTE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following if applicable:

Liability Policy
Kidnap and Ransom Policy
Identity Fraud Expense Reimbursement Policy

It is agreed that:

The CANCELLATION section of this policy is replaced by the following:

CANCELLATION

The Company may cancel this policy for failure to pay a premium when due, in which case
(twenty) (20) days (number of days must equal or exceed twenty (20) days) written notice,
shall be given to the **Named Insured or Insurance Representative**, unless payment in full is received within twenty (20) days of the **Named Insured or Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this policy was in effect.

Subject to the provisions set forth in Liability Coverage Terms and Conditions Section III. CONDITIONS K. CHANGE OF CONTROL, if applicable, the **Named Insured or Insurance Representative** may cancel any coverage by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. In the event the **Named Insured or Insurance Representative** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this policy upon its expiration.If the Company elects not to renew, it will provide to the **Named Insured or Insurance Representative** written notice to that effect
(sixty) (60) days (number of days must equal or exceed sixty (60) days)
before the Expiration Date set forth in ITEM 2 of the Declarations.

If notice is delivered or mailed later than the sixtieth (60^{th}) day before the Expiration Date, the coverage shall remain in effect until the sixty-first (61^{st}) day after the date on which the notice is delivered or mailed. Earned premium for any period of coverage that extends beyond the Expiration Date of the policy shall be computed pro rata based on the previous year's rate.

Cancellation and nonrenewal notices will provide a written statement fully explaining any decision which adversely affects the **Named Insured or Insurance Representative**. The Company must state the following:

A. the precise incident, circumstances or risk factor(s) applicable to the policyholder that violates the guidelines;
B. the source of information the Company relied on regarding the incident, circumstances or risk factor(s); and
C. specifically, any other information deemed relevant by the Commissioner.

We may not cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Policy Number:

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SPECIMEN - QUOTE 1

DELUXE PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. REFER TO SECTION J. – DEFINITIONS.

Do not add this form to a policy. It is for informational use only.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means each of the following types of property described in this Section **A.1.**, and limited in Section **A.2.**, Property and Costs Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building(s), meaning the designated building or structure at the premises described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Foundations;

(4) Glass that is a part of the building or structure;

(5) Machinery and equipment permanently attached to the building or structure;

(6) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings;

(d) Lobby and hallway furnishings owned by you;

(e) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(f) Lawn maintenance and snow removal equipment;

(g) Heating, air conditioning and ventilation equipment; and

(h) Building systems and equipment including alarm, communication, security and monitoring devices; and

(7) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure; and

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Your Business Personal Property located in or on the designated building or structure at the premises described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations:

(1) Furniture and fixtures;

(2) Machinery and equipment (including "electronic data processing equipment");

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy or lease but do not own; and

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(b) You acquired or made at your expense, but cannot legally remove;

(7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise insured under Personal Property of Others; and

(8) Building glass that is not a tenant improvement and betterment but which, as a tenant, you are contractually required to insure under a written lease agreement.

c. Personal Property of Others meaning others' personal property in your care, custody, or control that is located in or on the designated building or structure at the premises described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

However, our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property.

d. Personal Property At Undescribed Premises meaning Your Business Personal Property and Personal Property of Others in your care, custody or control that:

(1) Is at "exhibition" premises located worldwide including while in transit to and from the "exhibition" premises provided that no trade sanction, embargo or similar regulation imposed by the United States of America prohibits us from covering the loss or damage;

(2) Is at installation premises or temporary storage premises while awaiting installation that you do not own, lease or regularly operate. This coverage applies only to such property that will or has become a permanent part of an installation project being performed for others by you or on your behalf. This coverage will end when any of the following first occurs:

(a) Your interest in the property ceases;

(b) The installation is accepted by the customer;

(c) The installation is abandoned by you;

(d) The property is more specifically insured; or

(e) This policy is cancelled or expires, whichever occurs first; or

(3) Is temporarily at any other premises not described in the Declarations, which you do not own, lease or regularly operate.

Coverage does not include Sales Representative Property as defined in Paragraph **A.1.f.** below.

e. Personal Property in Transit as follows:

(1) This coverage for Personal Property in Transit applies to:

(a) Your Business Personal Property; and

(b) Personal Property of Others;

away from the described premises while in transit between points within the Coverage Territory.

(2) Unless a mode of transportation or type of shipment is specifically excluded in the Declarations or by endorsement, this coverage applies to property in transit being shipped by any type of carrier or vehicle.

(3) This coverage applies from the time the property leaves the premises where the shipment begins until the shipment arrives at its final destination. If the property is not delivered, we cover the return of the property to you, including while the property is temporarily held by the receiver or the carrier while awaiting return shipment to you.

(4) Subject to the Limit of Insurance that applies to the Personal Property in Transit coverage, we will also pay for:

(a) Any general average or salvage charges you incur as respects losses to covered waterborne shipments;

(b) Your interest in covered shipments sold Free On Board if you cannot collect payment for the loss or damage from the consignee; and

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(c) Loss of or damage to Covered Property resulting from the unintentional acceptance of any fraudulent Bill of Lading, order or shipping receipt by you, your employees or authorized representatives or by your agent, customer or consignee from anyone representing themselves to be the proper person to receive goods for shipment or accept goods for delivery.

(5) This coverage does not apply to:

(a) Accounts receivable;

(b) "Employee tools";

(c) "Fine arts";

(d) Sales representative property;

(e) Personal property in transit to or from an "exhibition" site; or

(f) "Valuable papers and records".

f. **Sales Representative Property** meaning goods or merchandise which are Your Business Personal Property and Personal Property of Others in the custody of independent contractors whom you authorize to sell such goods or merchandise. This coverage applies worldwide while the property is:

(1) At any premises away from the described premises; or

(2) In transit;

provided that no trade sanction, embargo or similar regulation imposed by the United States of America prohibits us from covering the loss or damage.

2. Property and Costs Not Covered

Unless the following property is added by endorsement to this Coverage Form, Covered Property does not include:

a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes, checks, drafts or securities except as provided in the Accounts Receivable Coverage Extension. Lottery tickets held for sale are not securities;

b. Aircraft or watercraft;

c. Animals;

d. Automobiles, motorcycles, motor trucks, motor homes and similar vehicles held for sale, lease, loan or rent;

e. Bulkheads, pilings, piers, wharves, docks, dikes or dams;

f. Contraband or property in the course of illegal transportation or trade;

g. "Electronic data processing data and media" that is obsolete or no longer used by you;

h. "Employee tools" except as provided in the Employee Tools Coverage Extension;

i. Export and import shipments while covered under an ocean marine cargo or other insurance policy;

j. "Fine arts", except as provided in the Personal Effects and Fine Arts Coverage Extensions;

k. Harvested grain, hay, straw or other crops while outside of buildings, growing crops or standing timber;

l. Human body parts and fluids including organs, tissue, blood and cells;

m. Land, whether in its natural state or otherwise (including land on which the property is located), land improvements or the cost of restoring or stabilizing land;

n. Personal property sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan after delivery to the purchasers except as provided in the Deferred Payments Coverage Extension;

o. Property of others for which you are responsible while acting as a common or contract carrier, car-loader, freight forwarder, freight consolidator, freight broker, shipping association or similar arranger of transportation, or as a public warehouseman;

p. Property that is covered under another coverage form or endorsement of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

q. Property while waterborne except while in transit by inland water carriers or by coastwise vessels operating within "territorial waters";

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r. Shipments by a government postal service except by registered mail;

s. The cost of excavations, grading, backfilling or filling. This does not apply to costs necessarily incurred to repair or replace covered loss or damage to Covered Property, but any costs associated with land stabilization and land reconstruction are excluded;

t. The cost to research, replace or restore the information on "valuable papers and records" and "electronic data processing data and media", except as provided in the Valuable Papers and Records – Cost of Research and Electronic Data Processing Data and Media Coverage Extensions;

u. The following property while outside of buildings:

(1) Bridges, roadways, walks, patios, or other paved surfaces;

(2) Artificial turf and associated underlayment;

(3) Retaining walls that are not part of a building;

(4) Fences;

(5) Trees, shrubs, plants or lawns (including fairways, greens and tees), but not including vegetative roofs on Covered Buildings nor "stock" of trees, shrubs or plants;

except as provided in the Outdoor Property Coverage Extension.

v. The following underground property:

(1) Wires;

(2) Pipes, flues and drains;

(3) Tanks (including their contents);

(4) Tunnels (whether or not connected to buildings);

(5) Mines or mining property;

w. Vehicles or self-propelled machines that:

(1) Are licensed for use on public roads; or

(2) Are operated principally away from the described premises;

But this does not apply to:

(a) Vehicles, self-propelled machines or autos you manufacture, process or warehouse;

(b) Vehicles or self-propelled machines you hold for sale, lease, loan or rent other than those excluded under **A.2.d.** above; or

(c) Trailers and Semi-trailers to the extent covered under the Non-Owned Detached Trailers Coverage Extension;

x. Water, whether in its natural state or otherwise, and whether above or below ground or the cost of reclaiming or restoring water.

But this does not apply to:

(1) Water contained in storage tanks used in your manufacturing or processing operations as specifically insured under the Stored Water Additional Coverage; or

(2) Bottled water.

3. Additional Coverages

Each of the following Additional Coverages applies subject to the Limit(s) of Insurance stated in this Coverage Form unless a revised Limit of Insurance or *Not Covered* is indicated in the Declarations or the coverage is otherwise amended by endorsement:

a. Debris Removal

(1) We will pay your expense to remove debris of Covered Property, and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

This Additional Coverage does not apply to costs to:

(a) Remove debris of property you own that is not insured under this policy, or property of others in your care, custody or control that is not Covered Property;

(b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;

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(c) Remove debris of any outdoor property of a type described in the Outdoor Property Coverage Extension, whether the property is your property or the property of others;

(d) Remove any property that is included under Section **A.2.** Property and Costs Not Covered;

(e) Remove property of others of a type that is not Covered Property under this Coverage Form;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore or replace polluted land or water.

(2) The most we will pay under this Additional Coverage for your expense to remove the debris of Covered Property is 25% of:

(a) The amount we pay for the direct physical loss of or damage to Covered Property; plus

(b) The deductible in this Coverage Part applicable to that loss or damage.

Except as provided in Paragraph **(3)** below, this payment for your expense to remove the debris of Covered Property is included within the applicable Covered Property Limit of Insurance.

(3) If:

(a) Your expense to remove debris of Covered Property exceeds the above 25% limitation; or

(b) The sum of the amount we pay for loss of or damage to Covered Property and the expense for removal of its debris exceeds the applicable Limit of Insurance;

we will pay an additional amount for your expense to remove the debris of Covered Property, up to $250,000 in any one occurrence.

(4) The most we will pay in any one occurrence under this Additional Coverage for your expense to remove the debris of any property that is not Covered Property (if such removal is covered under this Additional Coverage) is $25,000. This is additional insurance.

b. Expediting Expenses

In the event of covered loss or damage to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs to, or expedite the permanent repairs or replacement of the Covered Property at the premises sustaining loss or damage. Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

The most we will pay in any one occurrence under this Additional Coverage is $25,000.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No deductible applies to this Additional Coverage.

d. Fire Protective Equipment Discharge

If fire protective equipment at the described premises discharges accidentally or to control a Covered Cause of Loss, we will pay your cost to:

(1) Refill or recharge the system with the extinguishing agents that were discharged; and

(2) Replace or repair faulty valves or controls which caused the discharge.

e. Green Building Alternatives – Increased Cost

(1) If direct physical loss or damage by a Covered Cause of Loss occurs to a building that is Covered Property, we will pay for:

(a) The reasonable additional cost you incur to repair or replace the lost or damaged portions of the

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building using products or materials that:

(i) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with a documented "green authority"; and

(ii) Are otherwise of comparable quality and function to the damaged property;

and

(b) The reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "green authority".

(2) The insurance provided under this Additional Coverage applies only if replacement cost valuation applies to the lost or damaged building and then only if the building is actually repaired or replaced as soon as reasonably possible after the loss or damage.

(3) The insurance provided under this Additional Coverage does not apply to any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.

(4) The most we will pay for the additional cost incurred with respect to each building in any one occurrence under this Additional Coverage is determined by multiplying:

(a) A factor of 1% (unless a higher increased cost percentage is shown in the Declarations); times

(b) The lesser of:

(i) The amount we would otherwise pay for direct physical loss of or damage to the building, prior to application of any applicable deductible; or

(ii) The value you reported to us for the building, as stated on the latest Statement of Values or other documentation on file with us prior to the loss or damage.

Unless otherwise stated in the Declarations, this resultant amount is subject to a maximum amount of insurance of $100,000 for each building.

f. Green Building Reengineering and Recertification Expense

(1) If, as a result of direct physical loss or damage by a Covered Cause of Loss to a building that is Covered Property, the pre-loss level of "green" building certification by a "Green Authority" on the building is lost, we will pay for the following reasonable additional expenses you incur to re-attain the pre-loss level of "green" building certification from that "Green Authority":

(a) The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:

(i) Designing, overseeing or documenting the repair or replacement of the lost or damaged building; or

(ii) Testing and recalibrating the systems and mechanicals of the lost or damaged building to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer;

and

(b) The reasonable registration and recertification fees charged by the "Green Authority".

(2) This Additional Coverage applies to the additional expenses described above that you incur to achieve the pre-loss level of "green" building certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.

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(3) The most we will pay in any one occurrence under this Additional Coverage for:

(a) All expenses incurred with respect to each building is 5% of the sum of:

(i) The amount we pay for the direct physical loss of or damage to the building, including any amount paid under the Green Building Alternatives – Increased Cost Additional Coverage; and

(ii) The deductible amount applied to the loss payment for direct physical loss or damage to the building;

(b) All expenses incurred, regardless of the number of buildings involved, is $25,000.

g. Limited Coverage for Fungus, Wet Rot or Dry Rot

(1) The coverage provided in Paragraph **(2)** below only applies when "fungus", wet rot or dry rot is the result of any of the "specified causes of loss", other than fire or lightning, that occurs during the policy period, and only if all reasonable means have been used to save and preserve the property from further damage at the time of and after the occurrence of such "specified causes of loss".

(2) We will pay for direct physical loss of or damage to Covered Property caused by "fungus", wet rot or dry rot, including:

(a) The cost of removal of the "fungus", wet rot or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot or dry rot; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot or dry rot are present.

(3) The most we will pay for the total of all loss or damage under this Additional Coverage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) occurring during each separate 12 month period of this policy beginning with the effective date of this policy is $25,000.

(4) The coverage provided under this Additional Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot or dry rot, and other loss or damage, we will not pay more for the total of all loss or damage than the applicable Limit of Insurance on the Covered Property.

If there is covered loss or damage to Covered Property that is not caused by "fungus", wet rot or dry rot, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungus", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

h. Ordinance or Law Coverage

(1) In the event of covered direct physical loss or damage to a building that is Covered Property, the following coverages apply, but only with respect to that lost or damaged building:

(a) Coverage A – Coverage For Loss To The Undamaged Portion of The Building

We will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

(b) Coverage B – Demolition Cost Coverage

We will pay under Coverage **B** the cost to demolish the building and clear the site of undamaged parts of the same building, as a consequence of enforcement of

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an ordinance or law that requires demolition of such undamaged property.

(c) Coverage C – Increased Cost of Construction

We will pay under Coverage **C** the increased cost to:

(i) Repair or reconstruct damaged portions of that building; or

(ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

This Coverage **C** applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance. This Coverage **C** does not apply if the building is not repaired, reconstructed or remodeled.

(2) The coverages described in **(1)** above apply only if the provisions in Paragraphs **(a)** and **(b)** below are satisfied and are then subject to the qualifications set forth in Paragraph **(c)** below:

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) Is in force at the time of loss.

But this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

(b) The building either:

(i) Sustains direct physical loss or damage that is covered under this Coverage Part and such damage results in enforcement of the ordinance or law; or

(ii) Sustains both direct physical loss or damage that is covered under this Coverage Part and direct physical loss or damage that is not covered under this Coverage Part and the building damage in its entirety results in enforcement of the ordinance or law.

If the building sustains direct physical loss or damage that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical loss or damage.

(c) In the situation described in **(b)** **(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverage **A**, **B** or **C** of this Additional Coverage. Instead, we will pay a proportion of such loss. The proportion of such loss that we will pay is the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage.

However, if covered direct physical loss or damage, alone, would have resulted in the enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverage **A**, **B**, or **C** of this Additional Coverage.

(3) We will not pay under this Additional Coverage for:

(a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remedia-

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tion of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot;

(b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet rot or dry rot; or

(c) Loss due to any ordinance or law that:

(i) You were required by the ordinance or law to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with.

(4) Exclusion **C.1.h.** Ordinance or Law does not apply to the insurance specifically provided under this Additional Coverage.

(5) The most we will pay under this Additional Coverage for loss with respect to all buildings lost or damaged in any one occurrence, regardless of the number of buildings involved, is $250,000.

i. Pollutant Cleanup and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises, if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from any of the "specified causes of loss" which occurs:

(1) On the described premises;

(2) To Covered Property; and

(3) During the policy period.

The expenses will be paid only if they are reported to us within 180 days of the date on which the covered "specified cause of loss" occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is $100,000 for the sum of all covered expenses arising out of all "specified causes of loss" occurring during each separate 12 month period of this policy (beginning with the effective date of the policy).

j. Preservation of Property

If it is necessary to temporarily move Covered Property from the described premises to preserve it from the threat of imminent loss or damage by a Covered Cause of Loss:

(1) We will pay for the reasonable and necessary expenses actually incurred by you to remove the Covered Property from the described premises, temporarily store the Covered Property at another location and move the Covered Property back to the described premises within a reasonable time after the threat of imminent loss or damage to the property by the Covered Cause of Loss passes. The most we will pay for the sum of all such expenses that you incur due to the threat of loss or damage from any one occurrence is $250,000, subject to the following:

(a) This Limit of Insurance is an additional amount of insurance that is not included in, and does not reduce, the Covered Property Limits of Insurance.

(b) When the Causes of Loss – Earthquake endorsement or Causes of Loss – Earthquake Sprinkler Leakage endorsement is included in this Coverage Part, our payment for the sum of all expenses incurred due to the threat of loss or damage to Covered Property from all threatened occurrences of all such Covered Causes of Loss in any one policy year will not exceed $250,000. This limit is not included in, and does not reduce, the Limits of Insurance that apply to loss or damage to which the Causes of Loss – Earthquake endorsement

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or the Causes of Loss – Earthquake Sprinkler Leakage endorsement applies.

(c) When the Causes of Loss – Broad Form Flood endorsement is included in this Coverage Part, our payment for the sum of all expenses incurred due to the threat of loss or damage to Covered Property from all threatened occurrences of such Covered Cause of Loss in any one policy year will not exceed $250,000. This limit is not included in, and does not reduce, the Limits of Insurance that apply to loss or damage to which the Causes of Loss – Broad Form Flood endorsement applies.

(d) If the threat of imminent direct physical loss or damage to Covered Property from the same occurrence spans over multiple policy years, only the limit that applies to this Coverage in the policy year in which the expenses are first incurred by you will apply to the total of the expenses incurred due to the threat of loss or damage from that occurrence.

This Coverage is subject to the deductible that applies to loss or damage to the Covered Property by the Covered Cause of Loss from which the property is being preserved.

(2) We will also pay for any direct physical loss of or damage to the Covered Property while it is being moved from the described premises, while temporarily stored at another location or while being moved back to the described premises, subject to the following:

(a) This Coverage is subject to, and does not increase the applicable Covered Property Limit of Insurance.

(b) This Coverage will only apply if the loss or damage occurs within 180 days after the Covered Property is first moved and will end when any of the following first occurs:

(i) The policy is amended to provide insurance at the new location;

(ii) The Covered Property is returned to the original location; or

(iii) This policy expires.

k. Reward Coverage

We will reimburse you for rewards you have incurred leading to:

(1) The successful return of undamaged stolen articles of Covered Property to a law enforcement agency; or

(2) The arrest and conviction of any person(s) who have damaged or stolen any of your Covered Property.

The most we will pay in any one occurrence under this Additional Coverage is 25% of the covered loss (prior to the application of any applicable deductible and recovery of undamaged stolen articles) up to a maximum of $25,000 for the payments of rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage.

l. Stored Water

(1) We will pay the cost you incur to replace water that is used in your manufacturing or processing operations which is contained in any:

(a) Above-ground storage tank; or

(b) Manufacturing or processing equipment (including related piping) at the described premises,

when the water has been released or rendered unusable for its intended purpose due to direct physical loss of or damage to such tank, equipment or piping by a Covered Cause of Loss.

(2) This Additional Coverage does not apply to costs to restore or replace water contained in any fire suppression system.

(3) The most we will pay in any one occurrence under this Additional Coverage is $25,000.

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m. Water or Other Substance Loss – Tear Out and Replacement Expense

In the event of covered loss or damage caused by or resulting from water (or steam), other liquid, powder or molten material, we will also pay:

(1) The necessary cost of tearing out and replacing any part of a Covered Building or Structure to repair damage to the system or appliance from which the water (or steam), other liquid, powder or molten material escapes; and

(2) The cost to repair or replace damaged parts of fire extinguishing equipment if:

(a) The damage results in discharge of any substance from an automatic fire protective system; or

(b) Is directly caused by freezing.

Except as provided under **(2)** above, we will not pay the cost to repair any defect in a system or appliance from which the water (or steam), other liquid, powder or molten material escapes.

4. Coverage Extensions

Each of the following Coverage Extensions applies subject to the Limit(s) of Insurance stated in this Coverage Form, unless a revised Limit of Insurance or *Not Covered* is indicated in the Declarations or the coverage is otherwise amended by endorsement:

a. Accounts Receivable

(1) You may extend the insurance that applies to Your Business Personal Property to apply to losses and expenses described below that you incur resulting from direct physical loss or damage by a Covered Cause of Loss to your accounts receivable records. Credit card company charge media will be considered accounts receivable until delivered to the credit card company.

We will pay:

(a) Amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

(2) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, we will:

(a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs;

(b) Adjust the total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month; and

(c) Deduct the following from the total amount of accounts receivable, however that amount is established:

(i) The amount of the accounts for which there is no loss;

(ii) The amount of the accounts that you are able to re-establish or collect;

(iii) An amount to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and service charges.

(3) The most we will pay in any one occurrence under this Extension for loss and expenses resulting from loss of or damage to your records of accounts receivable:

(a) At or within 1,000 feet of the described premises is $50,000; and

(b) While in transit or at all undescribed premises is $25,000.

b. Appurtenant Buildings and Structures

(1) At the described premises where Building coverage applies:

(a) You may extend the insurance that applies to your buildings to

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apply to direct physical loss or damage by a Covered Cause of Loss to incidental appurtenant buildings and structures which are at the described premises but not specifically described in the Declarations; and

(b) You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others, if any, to apply to direct physical loss or damage by a Covered Cause of Loss to such property located within incidental appurtenant buildings or structures which are at the described premises but not specifically described in the Declarations.

(2) Incidental appurtenant buildings or structures include storage buildings, garages, pump houses, above ground tanks, television and radio towers, antennas, satellite dishes and solar panels mounted on the ground or on poles not attached to buildings and structures. But incidental appurtenant buildings and structures do not include:

(a) Outside signs, whether or not attached to buildings or structures;

(b) Any property to which the Outdoor Property Coverage Extension applies; or

(c) Any property excluded under Section **A.2.** Property and Costs Not Covered.

(3) The most we will pay for loss or damage in any one occurrence under this Extension is $100,000.

c. Claim Data Expense

(1) You may extend the insurance provided by this Coverage Form to apply to the reasonable expenses you incur in preparing claim data when we require it to adjust a covered loss. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss.

(2) We will not pay for:

(a) Any expenses incurred, directed, or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;

(b) Any costs as provided in the Appraisal Loss Condition **(G.2.)**; or

(c) Any expenses incurred, directed, or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.

(3) The most we will pay for claim data expense in any one occurrence under this Extension is $25,000.

d. Covered Leasehold Interest – Undamaged Improvements and Betterments

(1) You may extend the insurance that applies to Your Business Personal Property at the described premises which you lease from others to apply to your interest as tenant in improvements and betterments, as defined in Section **A.1.b.(6)** of this Coverage Form, which are not damaged or destroyed, but which you lose due to the cancellation of your lease by your landlord. The cancellation of your lease by your landlord must:

(a) Result from direct physical loss of or damage to property at the described premises where your improvements and betterments are located, caused by or resulting from a Covered Cause of Loss; and

(b) Be permitted in accordance with the conditions of your written lease agreement.

(2) The most we will pay for loss in any one occurrence under this Extension is:

(a) The applicable Your Business Personal Property Limit of Insurance; or

(b) $100,000;

whichever is less.

e. Deferred Payments

(1) You may extend the insurance that applies to Your Business Personal Property to apply to your interest in

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such business personal property that is sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan when, as a result of direct physical loss of or damage to such property:

(a) Occurring within the Coverage Territory at any location, or in transit, after delivery to buyers; and

(b) Caused by a Covered Cause of Loss;

the buyer refuses to continue payments owed to you for such property and, as a result, you repossess the remaining damaged property of value, if any.

(2) The value of your loss under this Extension will be determined as follows:

(a) In the event of partial loss to property, the value of your loss will be:

(i) The unpaid balance shown on your books as due from the buyer for such property, excluding any interest or fees due; minus

(ii) The actual cash value of the repossessed damaged property.

(b) In the event of a total loss to property, the value of your loss will be the unpaid balance shown on your books as due from the buyer for such property, excluding any interest or fees due.

(3) The most we will pay for loss in any one occurrence under this Extension is $25,000.

f. Duplicate Electronic Data Processing Data and Media

(1) You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others to apply to direct physical loss or damage by a Covered Cause of Loss to duplicates of your "electronic data processing data and media" while stored in a separate, unattached building anywhere in the Coverage Territory from where your original "electronic data processing data and media" are kept.

(2) The most we will pay for loss or damage in any one occurrence under this Extension is $50,000.

g. Electronic Data Processing Data and Media

(1) You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others to apply to your costs to research, replace or restore the lost information on lost or damaged "electronic data processing data and media" for which duplicates do not exist. The loss or damage to the "electronic data processing data and media" must be caused by a Covered Cause of Loss.

(2) The most we will pay in any one occurrence under this Extension for loss or damage to "electronic data processing data and media":

(a) At or within 1,000 feet of the described is as follows:

(i) $50,000 at all described premises unless a different Limit of Insurance or *Not Covered* is shown in the Declarations or Paragraph **(ii)** below applies;

(ii) When *Included* is shown in the Declarations as the Limit of Insurance, the insurance provided for such property is included in, and does not increase the Limit(s) of Insurance that otherwise apply to loss or damage to Your Business Personal Property and Personal Property of Others at the described premises where the loss occurs;

and

(b) At any other location where the insurance provided under this Coverage Form for Your Business Personal Property and Personal Property of Others applies, including while in transit, is included in and does not increase the Limit of Insurance that otherwise applies to loss or damage to

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Your Business Personal Property and Personal Property of Others at that location or in transit. But, in no event will the amount we pay for such loss or damage to "electronic data processing data and media" under this Extension exceed the amount we would have paid had the loss to "electronic data processing data and media" occurred at or within 1,000 feet of the described premises.

h. Employee Tools

(1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage by a Covered Cause of Loss to "employee tools" at the described premises or while in the care, custody or control of your employees at job sites or while in transit between these locations.

(2) The most we will pay for loss or damage in any one occurrence under this Extension is $25,000, but not more than $2,500 for any one item.

i. Extra Expense

(1) You may extend the insurance provided by this Coverage Form to apply to the reasonable and necessary Extra Expense you incur, during the period of restoration, due to direct physical loss or damage to property at or within 1,000 feet of the described premises caused by or resulting from a Covered Cause of Loss.

(2) If you occupy only a portion of a building in which the described premises are located, such premises include all routes within the building to gain access to the portion of the building which you own, rent, lease or occupy.

(3) As used in this Extension:

(a) Extra Expense means necessary expenses you incur that you would not have incurred if there had been no direct physical loss or damage to property:

(i) To avoid or minimize the suspension of business and to continue your normal business operations:

- At the described premises; or
- At replacement premises or at temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary locations;

(ii) To minimize the suspension of business if you cannot continue your normal business operations at the described premises; or

(iii) To the extent that it reduces the amount of loss that otherwise would have been payable under this Coverage Form:

- To repair or replace any property;
- To research, replace or restore the lost information on lost or damaged "electronic data processing data and media" or "valuable papers and records".

(b) Period of restoration means the period of time that:

(i) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

(ii) Ends on the earlier of:

- The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- The date when business is resumed at a new permanent location.

Period of restoration does not include any increased period re-

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quired due to the enforcement of any ordinance or law that:

(i) Regulates the construction, use or repair, or requires the tearing down of any property; or

(ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to the effects of "pollutants".

The expiration date of this policy will not cut short the period of restoration.

(4) The most we will pay for all Extra Expense in any one occurrence under this Extension is $25,000.

j. Fine Arts

(1) You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others to apply to direct physical loss or damage by a Covered Cause of Loss to "fine arts" at the described premises or in transit.

(2) The most we will pay in any one occurrence under this Extension for loss of or damage to "fine arts":

(a) At or within 1,000 feet of the described premises is $50,000; and

(b) While in transit is $25,000.

k. Loss of Master Key

(1) If a master key or key card to buildings, rooms or compartments that are Covered Property or house Covered Property is lost or damaged by a Covered Cause of Loss, you may extend the insurance provided by this Coverage Form to apply to the actual and necessary costs you incur to:

(a) Replace keys and either:

(i) Adjust existing locks to accept the new keys; or

(ii) Replace existing locks, but only if necessary or less expensive than the cost of adjusting the existing locks;

or

(b) Re-program the key card access control device to accept replacement key cards.

(2) With respect only to the insurance provided by this Extension, the following changes apply to the Exclusions in Section **C.** and Limitations in Section **D.** of this Coverage Form:

(a) The exclusion of loss or damage caused by or resulting from dishonest or criminal act under Exclusion **C.2.c.** (Dishonesty) does not apply, except with respect to dishonest or criminal act by you or any of your partners, directors or trustees;

(b) The exclusion of loss of property when there is no physical evidence to show what happened to the property under Limitations **D.1.d.** does not apply.

(3) The most we will reimburse you for costs under this Extension is $25,000 in total arising out of all occurrences occurring during each separate 12 month period of this policy (beginning with the effective date of the policy).

l. Newly Constructed or Acquired Property

(1) You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage by a Covered Cause of Loss to:

(a) Your new buildings or additions while being built on the described premises or newly acquired premises including materials, equipment, supplies and temporary structures, on or within 1,000 feet of the premises;

(b) Buildings you acquire at locations other than the described premises; and

(c) Buildings which you become newly required to insure under a written contract.

The most we will pay for loss or damage to Buildings in any one occurrence under this Extension is $2,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal

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Property and Personal Property of Others to apply to direct physical loss or damage by a Covered Cause of Loss to that type of property at:

(a) A building you newly acquire or construct at a location described in the Declarations; and

(b) Any other location you acquire by purchase or lease (other than at "exhibitions").

The most we will pay for loss or damage to Your Business Personal Property and Personal Property of Others in any one occurrence under this Extension is $1,000,000 in total at each newly acquired premises.

(3) Insurance provided under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy is cancelled or expires;

(b) 180 days expire after you acquire or begin to construct the property;

(c) You report values to us; or

(d) The property is more specifically insured.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

m. Non-Owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage by a Covered Cause of Loss to trailers or semi-trailers that you do not own, provided that:

(a) The trailer or semi-trailer is used in your business;

(b) The trailer or semi-trailer is in your care, custody or control at the described premises; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer or semi-trailer.

(2) We will not pay for any loss or damage that occurs:

(a) While the trailer or semi-trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or

(b) During hitching or unhitching operations, or when a trailer or semi-trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage in any one occurrence under this Extension is $25,000.

(4) This insurance is excess over the amount due from any other insurance covering such property, whether you can collect on it or not.

n. Outdoor Property

(1) You may extend the insurance provided by this Coverage Form to apply to:

(a) Direct physical loss or damage to your outdoor:

(i) Fences;

(ii) Retaining walls that are not part of a building;

(iii) Lawns (including fairways, greens and tees), artificial turf (including underlayment) trees, shrubs and plants (other than "stock" of trees, shrubs or plants);

(iv) Bridges, walks, roadways, patios or other paved surfaces;

at the described premises caused by or resulting from a cause of loss described in **(2)** below;

and

(b) The reasonable and necessary expense that you incur to remove debris of your outdoor property listed above and similar property of others at your described premises caused by a Cause of Loss listed in **(2)** below that occurs during the policy period. Such expenses will be paid only if they are reported to us in writing within 180 days of the direct physical loss or damage. Such payment will not increase the Limit of In-

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surance that applies to this Extension.

(2) This Extension applies only if the loss or damage is caused by or results from the following causes of loss, and then only if they are a Covered Cause of Loss:

(a) Fire;

(b) Lightning;

(c) Explosion;

(d) Riot or Civil Commotion;

(e) Aircraft;

(f) Falling Objects; or

(g) "Sinkhole Collapse".

(3) The most we will pay for loss or damage and debris removal expense in any one occurrence under this Extension is $25,000, but we will not pay more than $2,500 for any one tree, shrub or plant.

o. Outside Signs

(1) You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage by a Covered Cause of Loss to outside signs, whether or not attached to a building, at or within 1,000 feet of the described premises or at any undescribed premises.

(2) The most we will pay in any one occurrence under this Extension for loss or damage to all outside signs:

(a) At or within 1,000 feet of the described premises is $100,000;

(b) At all undescribed premises is $5,000.

p. Personal Effects

(1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage by a Covered Cause of Loss to personal effects or "fine arts" owned by your officers, your partners or your employees while such property is at the described premises.

(2) The most we will pay for loss or damage in any one occurrence under this Extension is $25,000 at each described premises.

(3) Our payment for loss or damage under this Extension will only be for the account of the owner of the property.

q. Personal Property At Premises Outside of the Coverage Territory

(1) You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others to apply to direct physical loss or damage by a Covered Cause of Loss to such property occurring at premises anywhere in the world outside of the Coverage Territory provided that no trade sanction, embargo or similar regulation imposed by the United States of America prohibits us from covering the loss or damage.

(2) This Extension does not apply to:

(a) Personal property at an "exhibition";

(b) Property at any installation site or at temporary storage premises awaiting installation;

(c) Sales representative property; or

(d) Personal property in transit.

(3) The most we will pay for loss or damage in any one occurrence under this Extension is $50,000.

r. Personal Property In Transit Outside of the Coverage Territory

(1) Unless otherwise indicated in the Declarations or by endorsement, you may extend the insurance provided for Personal Property in Transit in Section **A.1.e.** (including any mode of transportation or type of shipment exclusion), to apply to Your Business Personal Property and Personal Property of Others in your care, custody or control in transit anywhere in the world outside of the Coverage Territory provided that no sanction, embargo or similar regulation imposed by the United States of America prohibits us from covering the loss or damage.

(2) This Extension also applies to Covered Property in transit which is in the custody of your officers or employees.

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(3) The most we will pay for loss or damage in any one occurrence under this Extension is $25,000.

s. Theft Damage to Rented Property

(1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage by theft or attempted theft to:

(a) That part of any building at the described premises that you occupy, but do not own, and which contains the Covered Property; and

(b) Property within such non-owned building used for maintenance or service of the non-owned building.

(2) This Extension applies only if you are a tenant and are required in your lease to cover the expense.

(3) We will not be liable under this Extension for loss or damage by fire or explosion, or to glass (other than glass building blocks) or to any lettering, ornamentation or burglar alarm tape on glass.

(4) Payment under this Extension will not increase the Limit of Insurance that applies to Your Business Personal Property at the described premises where the direct physical loss or damage occurs.

t. Undamaged Parts of Stock in Process

(1) You may extend the insurance that applies to Your Business Personal Property and Personal Property of Others to apply to the reduction in value of undamaged parts of covered products or "stock" in process which become unmarketable. The reduction in value must be the direct result of direct physical loss or damage by a Covered Cause of Loss to other parts of the covered products or "stock" in process at the described premises.

(2) The most we will pay for loss or damage in any one occurrence under this Extension is $50,000.

u. Valuable Papers and Records – Cost of Research

(1) You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged "valuable papers and records" for which duplicates do not exist. The loss or damage to "valuable papers and records" must be caused by a Covered Cause of Loss.

(2) The most we will pay for loss or damage in any one occurrence under this Extension:

(a) At or within 1,000 feet of the described premises is $50,000; and

(b) While in transit or at all undescribed premises is $25,000.

B. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

1. Excluded in Section **C.**, Exclusions;

2. Limited in Section **D.**, Limitations; or

3. Excluded or limited in the Declarations or by endorsement.

C. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. Exclusions **C.1.a.** through **C.1.l.** apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Certain Computer-Related Losses

(1) Failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) Computer hardware, including microprocessors;

(ii) Computer application software;

(iii) Computer operating systems and related software;

(iv) Computer networks;

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(v) Microprocessors (computer chips) not part of any computer system; or

(vi) Any other computerized or electronic equipment or components;

or

(b) Any other products and services, data or functions, that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **(1)(a)** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you to determine, rectify or test for, any potential or actual problems described in Paragraph **(1)** above.

If an excluded Cause of Loss as described in Paragraphs **(1)** and **(2)** above results in any of the "specified causes of loss", or in elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified causes of loss" or elevator collision.

We will not pay for repair, replacement or modification of any items in Paragraphs **(1)** and **(2)** above to correct any deficiencies or change in features.

b. Earth Movement

(1) Any of the following, all whether naturally occurring or due to man-made or other artificial causes:

(a) Earthquake, including tremors and aftershocks, and earth sinking, rising or shifting related to such event;

(b) Landslide, including any earth sinking, rising or shifting related to such event;

(c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(d) Earth sinking (other than "sinkhole collapse"), rising, or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; or

(e) Volcanic eruption, explosion or effusion.

(2) If Earth Movement as described in:

(a) Paragraphs **(1)(a)** through **(1)(d)** above results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion; or

(b) Paragraph **(1)(e)** above, results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(i) Airborne volcanic blast or airborne shock waves;

(ii) Ash, dust or particulate matter; or

(iii) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(i)**, **(ii)** and **(iii)** above, volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

(3) This exclusion does not apply to:

(a) Personal property in transit;

(b) Personal property at an "exhibition";

(c) Sales representative property; or

(d) Personal property in the custody of any officer or employee of the

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insured while traveling outside of the Coverage Territory.

c. Fungus, Wet Rot or Dry Rot

Presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot.

But if "fungus", wet rot or dry rot results in any of the "specified causes of loss", we will pay for the loss or damage caused by such "specified causes of loss".

This exclusion does not apply:

(1) When "fungus", wet rot or dry rot results from fire or lightning; or

(2) To the extent that coverage is provided under the Limited Coverage for Fungus, Wet Rot or Dry Rot Additional Coverage.

d. Governmental Action

Seizure or destruction of property by order of governmental authority except as provided for under the Additional Coverage – Ordinance or Law Coverage.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

e. Intentional Loss

Any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, including insureds who did not commit or conspire to commit the act causing the loss.

f. Neglect

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

g. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

h. Ordinance or Law

(1) The enforcement of any ordinance or law:

(a) Regulating the construction, use or repair of any property; or

(b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion, Ordinance or Law, applies whether the loss results from:

(a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

i. Utility Services

The failure or fluctuation of power, communication, water or other utility service supplied to the described premises, however caused, if the failure or fluctuation:

(1) Originates away from the described premises; or

(2) Originates at the described premises, but only if such failure or fluctuation involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure or fluctuation of any utility service includes lack of sufficient capacity and reduction in supply.

But if the failure or fluctuation of power, communication, water or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause or Loss.

Communication services include service relating to Internet access or access to any electronic, cellular or satellite network.

j. Virus or Bacteria

(1) Any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness or disease.

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(2) With respect to any loss or damage subject to this exclusion, this exclusion supersedes any exclusion relating to "pollutants".

k. War and Military Action

(1) War, including undeclared or civil war;

(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.

l. Water

(1) Any of the following, all whether naturally occurring or due to man-made or other artificial causes:

(a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge) or not;

(b) Mudslide or mudflow;

(c) Water or sewage that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment. However, this exclusion does not apply to the backup or overflow of water or sewage from drains within a building if the backup or overflow is not otherwise directly or indirectly caused by the Water Exclusions in Paragraphs **(a)** or **(b)** above or in Paragraphs **(d)** or **(e)** below.

(d) Water under the ground surface pressing on, or flowing or seeping through:

(i) Foundations, walls, floors or paved surfaces;

(ii) Basements, whether paved or not; or

(iii) Doors, windows or other openings; or

(e) Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs **(a)**, **(c)** and **(d)** above, or material carried or otherwise moved by mudslide or mudflow.

But if **Water**, as described in **(a)** through **(e)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

(2) This exclusion does not apply to:

(a) Personal property in transit;

(b) Personal property at an "exhibition";

(c) Sales representative property; or

(d) Personal property in the custody of any officer or employee of the insured while traveling outside of the Coverage Territory.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Collapse

(1) Collapse, including any of the following conditions of property or any portion of the property:

(a) An abrupt falling down or caving in;

(b) Loss of structural integrity, including separation of portions of the property or property in danger of falling down or caving in; or

(c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion as such condition relates to Paragraphs **(a)** or **(b)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

(2) This Exclusion does not apply:

(a) To an abrupt collapse to the extent that coverage is provided under the Abrupt Collapse Additional Coverage in **(3)** below; or

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(b) To collapse of Covered Property caused by one or more of the following:

(i) Any of the "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;

(ii) Weight of rain that collects on a roof; or

(iii) Weight of people or personal property.

(3) Abrupt Collapse Additional Coverage

The term Covered Cause of Loss includes abrupt collapse as described and limited under Paragraphs **(a)** through **(g)** below.

(a) As used in this Additional Coverage, abrupt collapse means abrupt falling down or caving in of a building or any portion of a building with the result that the building or portion of the building cannot be occupied for its intended purpose.

(b) We will pay for direct physical loss of or damage to Covered Property, caused by abrupt collapse of a building or any portion of a building that is insured under this Coverage Form, or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

(i) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(ii) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(iii) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;

(iv) Use of defective material or methods of construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling, or renovation is complete, but only if the collapse is caused in part by:

- A cause of loss listed in Paragraphs **(3)(b)(i)** or **(3)(b)(ii)** above;
- One or more of the "specified causes of loss";
- Breakage of building glass;
- Weight of people or property; or
- Weight of rain that collects on a roof.

(c) Abrupt collapse under Paragraphs **(3)(a)** and **(b)** above does not apply to:

(i) A building or any portion of a building that is in danger of falling down or caving in;

(ii) A portion of a building that is standing, even if it has separated from another portion of the building; or

(iii) A building that is standing or any portion of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(d) With respect to the following property:

(i) Television and radio towers, antennas, satellite dishes, guy wires, lead-in wiring and masts;

(ii) Awnings, canopies, gutters, downspouts and fences;

(iii) Yard fixtures;

(iv) Outdoor swimming pools;

(v) Bulkheads, pilings, piers, wharves and docks;

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(vi) Beach or diving platforms or appurtenances;

(vii) Retaining walls;

(viii) Underground pipes, flues or drains; and

(ix) Walkways, roadways and other paved surfaces;

if abrupt collapse is caused by a Cause of Loss listed in Paragraphs **(3)(b)(i)** through **(3)(b)(iv)** above, we will pay for loss or damage to that property only if:

(i) Such loss or damage is a direct result of the abrupt collapse of a building or any portion of a building insured under this Coverage Form; and

(ii) The property is Covered Property under this Coverage Form.

(e) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building or any portion of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

(i) The collapse of personal property was caused by a Cause of Loss listed in Paragraphs **(3)(b)(i)** through **(3)(b)(iv)** above;

(ii) The personal property which collapses is inside a building; and

(iii) The personal property which collapses is not of a kind listed in Paragraph **(3)(d)** above, regardless of whether that kind of property is considered to be personal property or real property.

(f) This Abrupt Collapse Additional Coverage does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(g) This Abrupt Collapse Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

b. Consequential Loss

(1) Delay, loss of use or loss of market; or

(2) Loss of business income or extra expense except as specifically provided in this Coverage Part.

c. Dishonesty

Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by employees is not covered.

This exclusion does not apply to carriers for hire.

d. Electrical Damage or Disturbance

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

Electrical, magnetic or electromagnetic energy includes:

(1) Electrical current, including arcing;

(2) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(3) Pulse of electromagnetic energy;

(4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

This Exclusion does not apply to loss or damage to "electronic data processing

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equipment" or "electronic data processing data and media".

e. Explosion

Explosion of steam boilers, steam generators, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if explosion of steam boilers, steam generators, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Exposed Property

Rain, snow, sand, dust, ice or sleet to personal property in the open (other than to property in the custody of a carrier for hire).

g. Freezing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning, ventilation or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

h. Liquid Seepage or Leakage

Continuous or repeated seepage or leakage of water or other liquid, or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 days or more.

i. Other Types of Losses

(1) Wear and tear;

(2) Rust, or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking, bulging or expansion;

(5) Nesting or infestation or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

This Exclusion does not apply to loss or damage to "electronic data processing equipment" or "electronic data processing data and media";

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature;

(c) Changes in flavor, color, texture or finish;

(d) Contamination by other than "pollutants"; and

(e) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs **(1)** through **(7)** above results in any of the "specified causes of loss" or building glass breakage, we will pay for the loss or damage caused by such "specified causes of loss" or building glass breakage.

Also, if an excluded cause of loss listed in Paragraphs **(1)** through **(5)** or **(7)** above results in mechanical breakdown of "electronic data processing equipment", we will pay for the loss or damage caused by that mechanical breakdown of "electronic data processing equipment".

j. Pollution

Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in any of the "specified causes of loss", we will pay for the loss or damage caused by such "specified causes of loss".

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k. Smoke, Vapor or Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

This exclusion does not apply to emissions or puff backs of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

l. Voluntary Parting

Voluntary parting with any property by you or anyone else to whom you have entrusted the property.

This Exclusion does not apply to insurance provided under this Coverage Form for personal property in transit if the loss to Covered Property is caused by your acceptance, in good faith, of false bills of lading or shipping receipts.

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.**, but if an excluded cause of loss that is listed in **3.a.** and **3.b.** below results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **C.1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body except as provided in the Additional Coverage – Ordinance or Law Coverage.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

If an excluded cause of loss that is listed in **3.c.** above results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss. But we will not pay for:

(1) Any cost of:

(a) Correcting or making good the fault, inadequacy or defect itself; or

(b) Tearing down, tearing out, repairing or replacing any part of any property to correct the fault, inadequacy or defect;

except as specifically provided under the Water or Other Substance Loss – Tear Out and Replacement Expense Additional Coverage; or

(2) Any resulting loss or damage by a Covered Cause of Loss to the property that has the fault, inadequacy or defect until the fault inadequacy or defect is corrected.

4. Special Exclusions

The following exclusions apply only with respect to the specified coverage or property.

a. Accounts Receivable

Under the Accounts Receivable Coverage Extension, we will not pay for:

(1) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions;

(2) Any loss or damage that requires an audit of records or an inventory computation to prove its factual existence; or

(3) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal wrongful giving, taking or withholding of money, securities or other property. But this exclusion only applies to the wrongful giving, taking or withholding.

b. Valuable Papers and Records

We will not pay for any loss of or damage to "valuable papers and records" caused by or resulting from the following. In addition, we will not pay for any loss that is a consequence of such loss or damage.

(1) Unauthorized viewing, copying or use of electronic data (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft;

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(2) Errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the resulting loss or damage caused by that fire or explosion; or

(3) Unauthorized instructions to transfer property to any person or place.

c. Electronic Data Processing Equipment and Electronic Data Processing Data and Media

(1) We will not pay for loss of or damage to "electronic data processing equipment", any other programmable electronic machines, "electronic data processing data and media" or other electronic data caused by or resulting from the following. In addition, we will not pay for any loss that is a consequence of such loss or damage.

(a) Programming errors, omissions or incorrect instructions to a machine. But if programming errors, omissions or incorrect instructions to a machine result in any of the "specified causes of loss" or result in mechanical breakdown of "electronic data processing equipment", we will pay for the loss or damage caused by that "specified cause of loss" or mechanical breakdown of "electronic data processing equipment";

(b) Unauthorized viewing, copying or use of "electronic data processing data and media" by any person, even if such activity is characterized as theft;

(c) Errors or deficiency in design, installation, maintenance, repair or modification of your electronic data processing system or any electronic data processing system or network to which your system is connected or on which your system depends (including the electronic data in such system or network). But if errors or deficiency in design, installation, maintenance, repair or modification of your electronic data processing system or any electronic data processing system or network to which your system is connected or on which your system depends (including the electronic data in such system or network) results in any of the "specified causes of loss" or results in mechanical breakdown of "electronic data processing equipment", we will pay for the loss or damage caused by that "specified cause of loss" or mechanical breakdown of "electronic data processing equipment"; or

(d) Unexplained or indeterminable failure, malfunction or slowdown of any electronic data processing system or network, including the electronic data in such system or network, and the inability to access or properly manipulate the electronic data.

(2) We will not pay for loss of or damage to "electronic data processing data and media" or other electronic data while being sent electronically. In addition, we will not pay for any loss that is a consequence of such loss or damage.

5. Additional Exclusion

The following exclusion applies only to loss or damage to the specified property and to loss that is a consequence of such loss or damage to the specified property.

Loss or Damage to Products

We will not pay for loss of or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance, or quality of the product. But, if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

D. LIMITATIONS

The following limitations apply to all coverage forms and endorsements unless otherwise stated.

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1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The "interior of a building or structure", or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

This limitation does not apply to property in the custody of a carrier for hire.

e. Property that has been transferred to a person or place outside the described premises on the basis of unauthorized instructions.

f. Trees, shrubs, plants or lawns on a vegetative roof or "stock" of outdoor trees, shrubs and plants caused by or resulting from:

(1) Dampness or dryness of atmosphere;

(2) Changes in or extremes of temperature; or

(3) Rain, snow, sand, dust, ice or sleet.

2. The special limit shown for each category, **a.** through **c.**, is the total limit for loss of or damage to all property in each category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. $25,000 for furs, fur garments and garments trimmed with fur.

b. $25,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals, but;

(1) This limit is increased to $50,000 for gold, silver, platinum, and other precious alloys or metals used as a raw material in your manufacturing process; and

(2) This limit does not apply to jewelry and watches worth $100 or less per item.

c. $5,000 for stamps, tickets (including lottery tickets held for sale) and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

3. If the building where loss or damage occurs has been "vacant" for a period of more than 60 consecutive days before that loss or damage occurs:

a. We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(1) Vandalism;

(2) Sprinkler leakage, unless you have protected the system against freezing;

(3) Building glass breakage;

(4) Water damage;

(5) Theft; or

(6) Attempted theft.

b. With respect to Covered Causes of Loss other than those listed in **a.(1)** through **a.(6)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

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E. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, Schedules, Coverage Form(s), or Endorsement(s).

Payments under:

1. The following Additional Coverages:

a. Fire Department Service Charge;

b. Fire Protective Equipment Discharge;

c. Limited Coverage for Fungus, Wet Rot or Dry Rot;

d. Stored Water; and

e. Water or Other Substance Loss – Tear Out and Replacement Expense;

and

2. The following Coverage Extensions:

a. Covered Leasehold Interest – Undamaged Improvements and Betterments; and

b. Theft Damage To Rented Property;

are included in and do not increase the applicable Limits of Insurance.

Payments under the Debris Removal Additional Coverage and the Preservation of Property Additional Coverage are included in the applicable Covered Property Limit(s) of Insurance and/or are additional insurance, as described in the Debris Removal Additional Coverage in Section **A.3.a.** and the Preservation of Property Additional Coverage in Section **A.3.j.**

Payments under the Electronic Data Processing Data and Media Coverage Extension are included in the applicable Covered Property Limit(s) of Insurance and/or are additional insurance, as described in the Electronic Data Processing Data and Media Coverage Extension in Section **A.4.g.**

The remaining Additional Coverages in Section **A.3.** and the remaining Coverage Extensions in Section **A.4.** are additional insurance.

F. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the applicable Deductible, up to the applicable Limit of Insurance.

Unless otherwise stated, if more than one deductible amount applies to loss or damage in any one occurrence, the total of the deductible amounts applied in that occurrence will not exceed the amount of the largest applicable deductible.

G. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions – Deluxe:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property 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 there is an appraisal, we will still retain our right to deny the claim.

3. Duties in the Event of Loss or Damage

a. You must see that the following are done in the event of loss of or damage to Covered Property:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when, and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set

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the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property and records proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent except as respects to protecting property from further damage.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property subject to **b.**, **c.**, **d.** and **e.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild, or replace the property with other property of like kind and quality subject to **b.**, **c.**, **d.** and **e.** below.

b. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable Coverage Part provisions including Limits of Insurance, the Valuation Loss Condition and all other provisions of this Loss Payment Loss Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Additional Condition – Transfer of Rights of Recovery Against Others To Us in this Coverage Form.

c. Except as provided in the Additional Coverage - Ordinance or Law Coverage, the cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

d. The following loss payment provisions are subject to the apportionment procedures set forth in Additional Coverage – Ordinance or Law Coverage:

The most we will pay, for the total of all covered losses in any one occurrence under Coverage **A** – Coverage For Loss To The Undamaged Portion of the Building, Coverage **B** – Demolition Cost Coverage and Coverage **C** – Increased Cost of Construction Coverage, is the Combined Limit of Insurance shown in the Declarations for Ordinance or Law Coverage. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

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(1) For a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that undamaged portion of the building will be determined as follows:

(a) If Replacement Cost Coverage applies and the property is being repaired or replaced, on the same or another location, we will not pay more than the lesser of:

(i) The cost to repair, rebuild or reconstruct the undamaged portion of the building that was necessarily demolished as a consequence of the ordinance or law but not for more than the amount it would cost to restore that undamaged portion of the building on the same location and to the same height, floor area, style and comparable quality of the original property insured; or

(ii) The Combined Limit of Insurance shown in the Declarations for the Additional Coverage – Ordinance or Law Coverage.

(b) If Replacement Cost Coverage applies and the property is not repaired or replaced, or if Replacement Cost Coverage does not apply, we will not pay more than the lesser of:

(i) The Actual Cash Value at the time of loss of the undamaged portion of the building that is required to be demolished as a consequence of the ordinance or law; or

(ii) The Combined Limit of Insurance shown in the Declarations for the Additional Coverage – Ordinance or Law Coverage.

(2) Loss payment under Coverage **B** will be determined as follows:

(a) The amount you actually spend to demolish and clear the site; or

(b) The Combined Limit of Insurance shown in the Declarations for the Additional Coverage – Ordinance or Law Coverage;

whichever is less.

(3) Loss payment under Coverage **C** will be determined as follows:

(a) We will not pay under Coverage **C**:

(i) Until the property is actually repaired or replaced, at the same or another location; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same location, or if you elect to rebuild at another location, the most we will pay under Coverage **C** is the lesser of:

(i) The increased cost of construction at the same location; or

(ii) The Combined Limit of Insurance shown in the Declarations for the Additional Coverage – Ordinance or Law Coverage.

(c) If the ordinance or law requires relocation to another location, the most we will pay under Coverage **C** is the lesser of:

(i) The increased cost of construction at the new location; or

(ii) The Combined Limit of Insurance shown in the Declarations for the Additional Coverage – Ordinance or Law Coverage.

e. Except as specifically provided under the:

(1) Green Building Alternatives – Increased Cost Additional Coverage; and

(2) Green Building Reengineering and Recertification Expense Additional Coverage;

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the cost to repair, rebuild or replace does not include any cost incurred to reattain a pre-loss level of "green building" certification from a "Green Authority".

f. With respect to our options listed in **4.a.(1)** through **4.a.(4)** above, we will give notice of our intentions within 30 days after we receive the proof of loss.

g. We will not pay you more than your financial interest in the Covered Property.

h. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owner's property. We will not pay the owners more than their financial interest in the Covered Property.

i. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

j. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:

(1) You have complied with all of the terms of this Coverage Part; and

(2) **(a)** We have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

k. At our option, we may make a partial payment toward any claims, subject to the policy provisions and our normal adjustment process. To be considered for a partial claim payment, you must submit a partial sworn proof of loss with supporting documentation. Any applicable policy deductibles must be satisfied before any partial payments are made.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property.

a. We will pay:

(1) Recovery expenses; and

(2) Costs to repair the recovered property;

b. But the amount we will pay will not exceed:

(1) The total of **a.(1)** and **a.(2)** above;

(2) The value of the recovered property; or

(3) The Limit of Insurance;

whichever is less.

6. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At replacement cost as of the time of loss or damage, except as otherwise provided in this Valuation Loss Condition. Replacement cost is the cost to replace Covered Property at the time of loss or damage without deduction for depreciation.

(1) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(2) We will not pay on a replacement cost basis for any loss or damage:

(a) Until the lost or damaged property is actually repaired or replaced; and

(b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

Instead, we will pay on an actual cash value basis. This restriction does not apply to losses less than $10,000.

(3) We will not pay more for loss or damage on a replacement cost basis than the least of **(a)**, **(b)**, or **(c)**, subject to **(4)** below:

(a) The Limit of Insurance applicable to the lost or damaged property;

(b) The cost to replace, at the same premises, the lost or damaged property with other property;

(i) Of comparable material and quality; and

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(ii) Used for the same purpose; or

(c) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a different premises, the cost described in **(b)** above is limited to the cost which would have been incurred had the building been built at the original premises.

(4) The cost to repair, rebuild, or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as provided in the Additional Coverage - Ordinance or Law Coverage.

b. "Electronic data processing equipment" will be valued at replacement cost as of the time and place of loss, in accordance with the replacement cost provisions contained in this Valuation Loss Condition. However, if replacement of "electronic data processing equipment" with comparable property is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but which may include technological advances.

In no event will the value determined for:

(1) "Electronic data processing equipment" owned by others exceed the amount for which you are liable; or

(2) "Electronic data processing equipment" that is obsolete or no longer used by you exceed the actual cash value of such equipment at the time of loss.

c. "Electronic data processing data and media" will be valued at:

(1) The cost of blank media; and

(2) The cost of labor to copy the electronic data from a duplicate of the electronic data, but only if the lost electronic data is actually copied.

The restoration of "electronic data processing data and media" for which duplicates do not exist is provided under the Electronic Data Processing Data and Media Coverage Extension.

d. Tenant's improvements and betterments at:

(1) Replacement cost of the lost or damaged property if it is actually repaired or replaced as soon as reasonably possible.

(2) A proportion of your original cost if you do not make repairs as soon as reasonably possible. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in **(a)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

e. Personal property you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

f. Personal property of others at the lesser of:

(1) The valuation of such property if it were owned by you; or

(2) The amount for which you are contractually liable, not to exceed the replacement cost.

g. "Stock" in process at the cost of raw materials and labor, plus the proper proportion of overhead charges.

h. Finished "stock" you manufacture at:

(1) The selling price, if no loss or damage occurred;

(2) Less discounts and expenses you otherwise would have had.

i. Personal property in transit at:

(1) **(a)** The amount of invoice; or

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(b) In the absence of an invoice, the least of the following:

(i) The value of the Covered Property;

(ii) The cost of reasonably restoring that property to its condition immediately before loss or damage; or

(iii) The cost of replacing that property with substantially the same property;

plus

(2) The amount of any prepaid freight charges and other shipping costs or charges that are incurred while the property is in transit.

j. Glass at:

(1) The cost of replacement with safety glazing material if required by law;

plus

(2) The amount of reasonable expenses incurred to put up temporary plates or board up openings if repair or replacement of the damaged glass is delayed.

k. "Valuable papers and records" at the cost of:

(1) Blank material for reproducing the records; and

(2) Labor to transcribe or copy records for which duplicates exist.

The restoration of data on "valuable papers and records" for which duplicates do not exist is provided under the Valuable Papers and Records – Cost of Research Coverage Extension.

l. Works of arts, antiques or rare articles at the least of:

(1) The price at which the property could likely be sold prior to loss or damage if offered for sale in a fair market on the date the loss or damage occurred;

(2) The cost of reasonably restoring that property; or

(3) The cost of replacing that property with substantially the same property.

m. Personal property at "exhibitions" at the lesser of replacement cost or the original cost to you.

n. Patterns, dies, molds, and forms not in current usage at actual cash value. If loss is paid on an actual cash value basis, and within 24 months from the date of the loss you need to repair or replace one or more of them, we will pay you, subject to the conditions of this insurance, the difference between actual cash value and replacement cost for those patterns, molds and dies which are actually repaired or replaced.

o. Personal property valuation includes the pro-rated value of non-refundable and non-transferable extended warranties, maintenance contracts or service contracts that you purchased, on lost or damaged personal property that you repair or replace. This applies only when the extended warranty, maintenance contract or service contract is voided due to the loss or damage to the personal property.

p. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss and we take all or part of the property at an agreed or appraised value, we will pay, subject to the Limit of Insurance that applies to the damaged property:

(1) The reasonable expenses you incur to:

(a) Stamp the word *Salvage* on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(b) Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

(2) The reduction in the salvage value of the damaged merchandise with the brand or label removed.

q. If you decide to repair or rebuild buildings which have sustained loss or damage, our payment will include any reasonable and necessary architectural, engineering, consulting or supervisory fees incurred. This will not increase the applicable Limits of Insurance.

r. Pairs, sets or parts:

(1) In case of loss to any part of a pair or set we may at our option:

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(a) Repair or replace any part to restore the pair or set to its value before the loss; or

(b) Pay the difference between the value of the pair or set before and after the loss.

(2) In case of loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions – Deluxe:

1. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Part;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Coverage Part.

2. Control of Property

The breach of any condition of this Coverage Part as a result of act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

3. Currency

The amounts used within this Coverage Part are in the currency of the United States of America and all premium and losses are payable in United States currency. In the event of a loss adjustment involving currency other than United States currency, the conversion into United States currency will be at the published rate of exchange as of the date of the loss.

4. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

a. There has been full compliance with all of the terms of this Coverage Part; and

b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

5. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

6. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

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(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 60 days before the expiration date of this policy.

7. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

8. Other Insurance

a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

b. If there is other insurance covering the same loss or damage, other than that described in Paragraph **a.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

c. If loss or damage is also covered by a service agreement, any amounts payable for such loss or damage under this Coverage Part will be excess over any amounts payable under such agreement. Service agreement means a service plan, property restoration plan, or similar service warranty agreement, even if it is characterized as insurance.

9. Policy Period, Coverage Territory

Under this Coverage Part:

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the Coverage Territory.

b. Except as otherwise specifically provided, the Coverage Territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

10. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss under this Coverage Part.

b. After a loss under this Coverage Part only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

This will not restrict your insurance.

11. Unintentional Errors In Description

Your error in how you describe the address of a location in the Location Schedule shall not prejudice coverage afforded by this policy, provided such error is not intentional. Any such error shall be reported and corrected when discovered and appropriate premium charged.

I. OPTIONAL COVERAGES

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

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1. **Actual Cash Value** replaces the term Replacement Cost where used in the Valuation Loss Conditions in Section **G.6.** of this Coverage Form.

2. **Inflation Guard**

   a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

   b. The amount of increase will be:

   (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance; times

   (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08); times

   (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

   Example:

   If:

   The applicable Limit of Insurance is: $100,000

   The annual percentage increase is: 8%

   The number of days since the beginning of the policy year (or last policy change) is: 146

   The amount of the increase is: $100,000 x .08 x 146/365 = $3,200

J. DEFINITIONS

1. **"Electronic Data Processing Data and Media"** means the following:

   a. "Electronic data processing data and media" means:

   (1) Data stored on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic data processing recording or storage media such as hard or floppy disks, CDs, DVDs, flash memory, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment;

   (2) The electronic media on which the data is stored; and

   (3) Programming records and instructions used with "electronic data processing equipment".

   b. "Electronic data processing data and media" does not mean:

   (1) Prepackaged software;

   (2) Property that you manufacture or hold for sale; or

   (3) Property that is licensed, leased, or rented to others.

2. **"Electronic Data Processing Equipment"** means the following:

   a. "Electronic data processing equipment" means any of the following equipment used in your data processing operations:

   (1) Electronic data processing equipment, facsimile machines, word processors, multi-functional telephone equipment and laptop and portable computers; and

   (2) Any component parts or peripherals of such equipment, including related surge protection devices.

   b. "Electronic data processing equipment" does not mean:

   (1) Property that is in the course of manufacture, or held for sale or distribution by you;

   (2) Property that is leased or rented to others; or

   (3) Equipment that is used to control or operate production-type machinery or equipment.

3. **"Employee Tools"** means tools and equipment owned by your employees and used in your business operations.

4. **"Exhibition"** means the temporary display of personal property at a convention, exposition, trade show or similar event at a location you do not own or regularly occupy.

5. **"Fine Arts"** means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac and

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similar property of rarity, historical value, or artistic merit.

6. **"Fungus"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

7. **"Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.

8. **"Green Authority"** means a recognized authority on "green" building or "green" products, materials or processes.

9. **"Interior of a Building or Structure"** means any portion of a building or structure that is within the exterior-facing surface material of the building or structure.

10. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any unhealthful or hazardous building materials (including but not limited to asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.

11. **"Sinkhole Collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

    This cause of loss does not include:

    (1) The cost of filling sinkholes; or

    (2) Sinking or collapse of land into man made underground cavities.

12. **"Specified Causes of Loss"** means the following: Fire; lightning; explosion; windstorm or hail; smoke (including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment); aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects as limited below; weight of snow, ice or sleet; "water damage", all only as otherwise insured against in this Coverage Part.

    Falling objects does not include loss or damage to:

    a. Personal property in the open; or

    b. The "interior of a building or structure", or property inside a building or structure, unless the roof or an exterior wall of the building or structure is first damaged by a falling object.

    When the Causes of Loss – Earthquake endorsement, Causes of Loss – Earthquake Sprinkler Leakage endorsement or Causes of Loss – Broad Form Flood endorsement is included in this Coverage Part, "specified causes of loss" also includes such cause of loss, but only to the extent such cause of loss is insured against under this Coverage Part.

13. **"Stock"** means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

14. **"Territorial Waters"** means that portion of the sea which is immediately adjacent to the shores of any country and over which the sovereignty and exclusive jurisdiction of that country extends, but not exceeding 12 nautical miles from the mean low-water mark of the shore of that country.

15. **"Vacant"** means the following:

    a. When this policy is issued to a tenant, a building is "vacant" when it does not contain enough business personal property to conduct customary operations. With respect to tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant.

    b. When this policy is issued to the owner or general lessee of a building, a building is "vacant" unless at least 31% of its total square footage is:

    (1) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

    (2) Used by the building owner to conduct customary operations.

    With respect to the owner or general lessee's interest in Covered Property, building means the entire building.

    c. A building under construction or renovation is not considered "vacant".

16. **"Valuable Papers and Records"** means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps and mortgages.

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But "Valuable papers and records" does not mean:

a. Accounts receivable;

b. Money or securities; or

c. "Electronic data processing data and media" or any other data that exists on electronic media.

17. "Water damage" means:

a. Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) that is located on the described premises and contains water or steam; and

b. Accidental discharge or leakage of water as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises, if the breakage or cracking is caused by wear and tear. This provision serves as an exception to the wear and tear exclusion under the Other Types of Losses Exclusion in Section **(C.2.i.)**. But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion **(C.1.l.)**.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

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Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

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UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

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2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

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a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That

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representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the

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limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";

2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and

2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

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(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. 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

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

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maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:

a. How, when and where the "event" or "occurrence" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and

c. The nature and location of any injury or damage arising out of the "event" or "occurrence".

2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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3. With respect to Coverage **A**, the insured must:

a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

b. Comply with the terms of the "underlying insurance"; and

c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

b. Authorize us to obtain necessary records and other information;

c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.

5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.

6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":

a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or

b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".

2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:

a. How, when and where that "crisis management event" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;

c. The nature and location of any injury or damage arising out of that "crisis management event"; and

d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;

2. Up to three years after the end of the policy period; and

3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.

2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:

a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

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b. You have paid all premiums due for this policy at the time you make such request;

c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

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excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

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T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

b. Next, to us; and

c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

a. A court decision; or

b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts 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, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

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5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

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B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

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b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

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14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all

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"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

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(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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LAW ENFORCEMENT LIABILITY COVERAGE FORM

Do not attach this form to a policy. It is for informational use only.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VI** - Definitions.

SECTION I - LAW ENFORCEMENT LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "bodily injury", "property damage" or "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" or claim and settle any claim or "suit". But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury", "property damage" and "personal injury" only if:

(1) The "bodily injury", "property damage" or "personal injury" is caused by a "wrongful act" committed by you or on your behalf while conducting "law enforcement activities or operations";

(2) The "wrongful act" is committed in the "coverage territory"; and

(3) The "bodily injury", "property damage" or "personal injury" occurs during the policy period.

c. All "bodily injury", "property damage" or "personal injury" caused by the same "wrongful act" or "related wrongful acts" will be deemed to occur when the first part of such "bodily injury", "property damage" or "personal injury" occurs.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "bodily injury", "property damage" or "personal injury" to which this insurance applies.

2. Exclusions

This insurance does not apply to:

a. Aircraft Or Auto

"Bodily injury", "property damage" or "personal injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or "auto" owned, operated or hired by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the "bodily injury", "property damage" or "personal injury" involved the ownership, mainte-

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nance, use or entrustment to others of any aircraft or "auto" owned, operated or hired by, or rented or loaned to, any insured.

This exclusion does not apply to:

(1) Parking an "auto" on, or on the ways next to, premises you own or rent, provided that the "auto" is not owned by, or rented or loaned to, you or the insured;

(2) "Bodily injury", "property damage" or "personal injury" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not:

(i) Subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(ii) Designated as a covered auto under your automobile liability insurance; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(3) An aircraft chartered with a pilot to any insured. This exception does not apply if:

(a) The aircraft is owned by any insured; or

(b) Any insured is using the aircraft to carry any person or property for a charge.

b. Asbestos

"Bodily injury", "property damage" or "personal injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

(1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(2) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

c. Contractual Liability

"Bodily injury", "property damage" or "personal injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "bodily injury", "property damage" or "personal injury" for which the insured would have liability for damages without the contract or agreement.

d. Criminal, Dishonest, Fraudulent Or Malicious Wrongful Acts

"Bodily injury", "property damage" or "personal injury" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act" committed:

(1) By the insured; or

(2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" was committed:

(1) By that insured; or

(2) With the consent or knowledge of that insured.

This exclusion also does not apply to "personal injury" caused by malicious prosecution.

e. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to you; or

(3) Personal property in the care, custody or control of the insured.

Paragraph **(3)** of this exclusion does not apply to payments we make un-

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der Paragraph **8.** of Supplementary Payments.

f. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Employment-Related Practices

"Bodily injury" or "personal injury" to:

(1) A person arising out of any:

(a) Refusal to hire that person;

(b) Termination of that person's employment, "temporary worker" status, "independent contractor" status, or "volunteer worker" status; or

(c) Other practice, policy, act or omission related to that person's employment, "temporary worker" status, "independent contractor" status or "volunteer worker" status, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" described in Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be held liable as an employer or in any other capacity; and

(2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

i. Injury To Volunteer Workers

"Bodily injury" or "personal injury" to any "volunteer worker" who is injured in the conduct of "law enforcement activities or operations" within the scope of his or her duties for you.

j. Known Wrongful Acts

"Bodily injury", "property damage" or "personal injury" arising out of any "wrongful act", including any part of "related wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful act" at the earliest time when such "described authorized person":

(1) Reports all, or any part, of the "wrongful act" to us or any provider of other insurance;

(2) Receives a written or verbal demand or claim for damages because of the "wrongful act"; or

(3) Becomes aware by any other means that all, or any part, of the "wrongful act" has been committed.

k. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned, operated or hired by, or rented or loaned to, any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, demolition, or stunting activity.

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l. Nuclear Energy

"Bodily injury", "property damage" or "personal injury" arising out of the "hazardous properties" of "nuclear material".

m. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At, on, in or from any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iii) "Bodily injury" or "property damage" arising out of the use of mace, pepper spray or tear gas;

(b) At, on, in or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing "law enforcement activities or operations" if the "pollutants" are brought on, in or to the premises, site or location in connection with such activities or operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on, in or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with "law enforcement activities or operations" being performed by you or on your behalf by a contractor or subcontractor;

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) Bodily injury" or "property damage" arising out of the use of mace, pepper spray or tear gas; or

(e) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing "law enforcement activities or operations" to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". However, this paragraph does not apply to the use of mace, pepper spray or tear gas; or

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Professional Health Care Services

"Bodily injury", "property damage" or "personal injury" arising out of the providing or failing to provide "professional health care services".

This exclusion does not apply to "bodily injury", "property damage" or "personal injury" arising out of:

(1) The insured's providing or failing to provide first aid;

(2) The handling or treatment of corpses by an insured who is not a coroner, medical examiner or pathologist; or

(3) The furnishing or dispensing of drugs, or medical or dental supplies or appliances, by an insured who is not a medical doctor or nurse.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to $500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any

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reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.
8. Up to $25,000 per policy period for physical damage to personal property that is in a person's possession at the time of his or her arrest and that is in the care, custody or control of an insured at the time of such damage. The Each Wrongful Act Deductible applies to this Supplementary Payment.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
   a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", other than your lawfully elected or appointed officials, "executive officers" or directors, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal injury":
      (1) To you, to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      (2) To the spouse, child, parent, brother or sister of that co-"employee" or other "volunteer worker" as a consequence of injury described in Paragraph **(1)** above; or
      (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of injury described in Paragraph **(1)** or **(2)** above.
   b. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The limits of insurance will not be reduced by the payment of the applicable deductible amount.
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and "personal injury".

   If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Act Limit or $100,000.
3. Subject to Paragraph **2.** above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and "personal injury" caused by the same "wrongful act" or "related wrongful acts".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period

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of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV - DEDUCTIBLE

1. The Each Wrongful Act Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The Each Wrongful Act Deductible does not apply to payments we make under Supplementary Payments, other than "defense expenses" and payments we make under Paragraph **8.** of Supplementary Payments.
2. The Each Wrongful Act Deductible applies to all damages and "defense expenses" for all claims or "suits" for "bodily injury", "property damage" or "personal injury" caused by the same "wrongful act" or "related wrongful acts".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
   a. Our right and duty with respect to the defense of claims or "suits"; and
   b. Your duties in the event of a "wrongful act", claim or "suit";

   apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
   a. "Our deductible recovery expenses"; and
   b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

SECTION V - LAW ENFORCEMENT LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of A Wrongful Act, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "wrongful act" was committed;
      (2) The names and addresses of any persons or organizations sustaining "bodily injury", "property damage" or "personal injury", and the names and addresses of any witnesses;
      (3) The nature and location of any "bodily injury", "property damage" or "personal injury" caused by the "wrongful act"; and
      (4) The names and addresses of each insured that committed the "wrongful act".
   b. If a claim or "suit" is made or brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:

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(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "bodily injury", "property damage" or "personal injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provision applies to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

Notice to us of such "wrongful act" must be given as soon as practicable only after the "wrongful act" is known by you or any "described authorized person".

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies;

(iii) Any risk retention group;

(iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

(v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

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5. Premium Computation

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.

b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "bodily injury", "property damage" or "personal injury" caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

SECTION VI - DEFINITIONS

1. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment;

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity; or

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c. Any other land vehicle not described in Paragraph **a.** or **b.** above that is designated as a covered auto under your automobile liability insurance.

2. "Bodily injury" means any harm, including sickness or disease, to the health of other persons, including mental anguish, injury or illness, or emotional distress.

3. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. All other countries or jurisdictions in the world, except the "prohibited area", if the "bodily injury", "property damage" or "personal injury" arises out of:

(1) The "law enforcement activities or operations" of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(2) Any "wrongful act" committed through the Internet or other electronic means of communication; or

c. International waters or airspace, unless the "wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph **a.** above or in a settlement we agree to.

4. "Defense expenses":

a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

(1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or

(2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including;

(a) Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;

(b) Expert medical or other testimony;

(c) Autopsy;

(d) Witnesses and summonses;

(e) Copies of documents such as birth and death certificates and medical treatment records;

(f) Arbitration fees;

(g) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and

(h) Fees or costs for loss prevention and engineering personnel, and fees or costs for rehabilitation nurses or other nurses, for services which are conducted as part of handling of a claim or "suit".

b. Does not include:

(1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.(1)** and **a.(2)** above incurred while handling a claim or "suit"; or

(2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.

5. "Described authorized person" means:

a. Any of your elected or appointed officials, "executive officers" or directors; or

b. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

6. "Electric personal assistive mobility devices" means any self-balancing device designed to transport only one person with a maximum speed of 30 miles per hour.

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7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or a prisoner employed by any insured.
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Hazardous properties" includes radioactive, toxic or explosive properties.
10. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.
11. "Independent contractor" means any person who is not the insured's "employee", "temporary worker" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
12. "Law enforcement activities or operations":
    a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
    b. Includes:
        (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
        (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
        (3) Providing first aid at the time of an accident, crime or medical emergency;
        (4) Providing school security; and
        (5) "Moonlighting".
13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business. However, "leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft or "auto";
    b. While it is in or on an aircraft or "auto"; or
    c. While it is being moved from an aircraft or "auto" to the place where it is finally delivered.

    "Loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or "auto".
15. "Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts, "electric personal assistive mobility devices" and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

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(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers; or

f. Vehicles not described in Paragraph a., b., c. or d. above that are maintained primarily for purposes other than the transportation of any person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are:

(i) Subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity;

(ii) Used solely on roads you own; or

(iii) Designated as a covered auto under your automobile liability insurance.

Land vehicles described in Paragraph (i), (ii) or (iii) above are considered "autos".

17. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:

a. Source material;

b. Special nuclear material; or

c. By-product material.

18. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

19. "Personal injury" means injury, other than "bodily injury", caused by one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

e. Oral or written publication, including publication by electronic means, of material that:

(1) Appropriates a person's name, voice, photograph or likeness;

(2) Unreasonably places a person in a false light; or

(3) Discloses information about a person's private life;

f. False or improper service of process; or

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g. Violation of civil rights protected under any federal, state or local law.

20. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Professional health care services" includes:

    a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;

    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

    c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;

    d. Any health or therapeutic service, treatment, advice or instruction;

    e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

    f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; or

    g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

22. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

23. "Property damage" means:

    a. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or

    b. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "wrongful act" that caused it.

    For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

24. "Related wrongful acts" means two or more "wrongful acts" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

25. "Suit" means a civil proceeding that seeks damages. "Suit" includes:

    a. An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and

    b. Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent.

26. "Temporary worker" means a person who is hired to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Volunteer worker" means a person, other than a prisoner, who:

    a. Is not acting within the scope of his or her employment as an "employee" or "temporary worker";

    b. Donates his or her work; and

    c. Is not paid a fee, salary or other compensation for that work.

28. "Wrongful act" means any act, error or omission.

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PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII** - Definitions.

SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of loss to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" or claim and settle any claim or "suit". But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

b. This insurance applies to loss only if:

(1) The loss is caused by a "wrongful act" committed while conducting duties by or on behalf of you or "your boards";

(2) The "wrongful act" is committed in the "coverage territory";

(3) The "wrongful act" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and

(4) A claim or "suit" by a person or organization that seeks damages because of the loss is first made or brought against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **VI** - Extended Reporting Periods.

c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

(1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or

(2) When we first receive written notice from any insured of a specific "wrongful act" that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss caused by the same "wrongful act" or "related wrongful acts" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

d. A claim or "suit" by a person or organization that seeks damages will

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be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful act" only if that notice contains all of the following information:

(1) How, when and where the "wrongful act" was committed;

(2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;

(3) The nature and location of any loss caused by the "wrongful act"; and

(4) The names and addresses of each insured that committed the "wrongful act".

Notice to us that:

(1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "wrongful act"; or

(2) Any insured may in the future receive written notice of a "wrongful act", claim or "suit";

is not notice of a specific "wrongful act".

e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.

f. Each "wrongful act" in a series of "related wrongful acts" will be deemed to have been committed on the date the first "wrongful act" in that series is committed.

2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

Loss arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

(1) Airports;

(2) Electric or gas utilities;

(3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;

(4) Housing authorities;

(5) Port authorities;

(6) Schools or school districts; or

(7) Transit authorities.

b. Breach Of Contract

Loss arising out of a breach of contract.

This exclusion does not apply to loss arising out of the breach of a mutual aid agreement.

c. Claims Or Suits By Insureds Against Insureds

Loss for which a claim is made or "suit" is brought by or on behalf of any current or former insured against any current or former insured.

d. Complaint Or Enforcement Action

Loss arising out of any complaint, enforcement action, claim or "suit" brought by or on behalf of any federal, state or local governmental regulatory or enforcement agency against any insured.

e. Contractual Liability

Loss for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to loss for which the insured would have liability for damages without the contract or agreement.

f. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Acts Or Knowing Violations Of Rights Or Laws

Loss arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act", or any knowing violation of rights or laws, committed:

(1) By the insured; or

(2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" or knowing violation was committed:

(1) By that insured; or

(2) With the consent or knowledge of that insured.

g. Debt Financing

Loss arising out of any type of debt financing issued by you or on your behalf, including bonds, debentures, guarantees of debt or notes.

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h. Employee Benefit Plans

Loss arising out of the administration of, the conduct of any fiduciary duty for, or the performance of or failure to perform any act or obligation related to any actual or proposed:

(1) Benefit plan or trust;

(2) Stock option, stock subscription or stock ownership plan; or

(3) Compensation plan;

operated by you or on your behalf for the benefit of any current, former or prospective "employee" or "independent contractor".

i. Employment-Related Practices

"Employment loss" to:

(1) A person arising out of a "wrongful employment practice offense"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of loss described in Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be held liable as an employer or in any other capacity; and

(2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the loss.

j. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

k. Injury Or Damage

"Bodily injury", "property damage", "personal injury" or "advertising injury".

l. Insurance

Loss arising out of the failure to obtain or maintain any type or amount of insurance, including any type of bond, self-insurance method or program, or any similar risk transfer or risk management method.

m. Intellectual Property

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trade secret;

(6) Trademark; or

(7) Other intellectual property rights or laws.

n. Investments

Loss arising out of the purchase, sale, issuance or distribution of, or offer to purchase or sell, any debt or equity securities or other investments.

o. Known Wrongful Acts

Loss arising out of any "wrongful act", including any part of "related wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful act" at the earliest time when such "described authorized person":

(1) Reports all, or any part, of the "wrongful act" to us or any provider of other insurance;

(2) Receives a written or verbal demand or claim for damages because of the "wrongful act"; or

(3) Becomes aware by any other means that all, or any part, of the "wrongful act" has been committed.

p. Law Enforcement Activities Or Operations

Loss arising out of "law enforcement activities or operations".

This exclusion does not apply to harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

q. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

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r. Network And Information Security Liability

Loss arising out of a "network and information security wrongful act".

s. Nuclear Energy

Loss arising out of the "hazardous properties" of "nuclear material".

t. Pollution

Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

u. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

v. Professional Health Care Services

Loss arising out of providing or failing to provide "professional health care services".

w. Sexual Harassment

Loss arising out of any:

(1) Unwelcome sexual advance;

(2) Request for any sexual favor; or

(3) Other verbal, visual or physical conduct of a sexual nature.

x. Strikes, Riots, Demonstrations Or Civil Commotions

Loss arising out of any strike, riot, protest, demonstration, lock-out or civil commotion.

y. Taking Of Private Property For Public Use Or Benefit

Loss arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by adverse use or any other method or proceeding.

z. Taxes

Loss arising out of the improper administration or collection of taxes, or loss that reflects any tax obligation.

aa. Unlawful Personal Gains

Loss arising out of any insured's personal profit, advantage or compensation to which that insured is not legally entitled.

bb. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to $500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

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7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.

2. Each of the following is also an insured:

   a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".

   c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

   The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages for the combined total of all claims or "suits" for loss.

   If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Act Limit or $100,000.

3. Subject to Paragraph **2.** above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV - DEDUCTIBLE

1. The Each Wrongful Act Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

   The Each Wrongful Act Deductible does not apply to payments we make under

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Supplementary Payments, other than "defense expenses".

2. The Each Wrongful Act Deductible applies to all damages and "defense expenses" for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".

3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.

4. The terms of this policy, including those with respect to:

   a. Our right and duty with respect to the defense of claims or "suits"; and

   b. Your duties in the event of a "wrongful act", claim or "suit";

   apply irrespective of the application of the deductible amount.

5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.

6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.

7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:

   a. "Our deductible recovery expenses"; and

   b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

SECTION V - PUBLIC ENTITY MANAGEMENT LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "wrongful act" was committed;

   (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;

   (3) The nature and location of any loss caused by the "wrongful act"; and

   (4) The names and addresses of each insured that committed the "wrongful act".

b. If a claim or "suit" is made or brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

   Notice to us of such "wrongful act" must be given as soon as practicable only after the "wrongful act" is

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known by you or any "described authorized person".

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies;

(iii) Any risk retention group;

(iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

(v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

5. Premium Computation

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

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6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.

b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of loss caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retroactive Date.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance

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you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

   The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

   a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;

   b. Full payment of the earned premium for this policy;

   c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and

   d. Repayment of any deductible you owe us under this policy.

   We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

   This endorsement will set forth the terms, not inconsistent with this Section **VI** - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury" means injury, other than "personal injury", caused by one or more of the following offenses:

   a. Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

   b. Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

      (1) Appropriates a person's name, voice, photograph or likeness;

      (2) Unreasonably places a person in a false light; or

      (3) Discloses information about a person's private life; or

   c. Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

3. "Authorized user" includes your customer, supplier or supporter.

4. "Bodily injury" means:

   a. Physical harm, including sickness or disease, sustained by a person; or

   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or de-

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grade the integrity, quality or performance of data of any computer application software, computer network, or computer operating system or related network.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. All other countries or jurisdictions in the world except the "prohibited area"; or

c. International waters or airspace, unless the "wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph a. above or in a settlement we agree to.

7. "Defense expenses":

a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

(1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or

(2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:

(a) Expert testimony;

(b) Autopsy;

(c) Witnesses and summonses;

(d) Copies of documents such as birth and death certificates and medical treatment records;

(e) Arbitration fees;

(f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and

(g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

b. Does not include:

(1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.(1)** and **a.(2)** above incurred while handling a claim or "suit"; or

(2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the loss, including evaluation and settlement of covered claims.

8. "Described authorized person" means:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards"; or

c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

9. "Discrimination" means any violation of a person's rights with respect to:

a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;

b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.

10. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.

11. "Employment loss" means:

a. Employment-related harm to any of your current, former or prospective "employees";

b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or

c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-

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laws or any other similar governing document.

13. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
    a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
    b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
    c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
14. "Hazardous properties" includes radioactive, toxic or explosive properties.
15. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
16. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
17. "Law enforcement activities or operations":
    a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
    b. Includes:
        (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
        (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
        (3) Providing first aid at the time of an accident, crime or medical emergency;
        (4) Providing school security; and
        (5) "Moonlighting".
18. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
19. "Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.
20. "Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
    a. Failure to prevent the transmission of a "computer virus".
    b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such website or such computer or communications network.
    c. Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.
21. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:
    a. Source material;
    b. Special nuclear material; or
    c. By-product material.
22. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
23. "Personal injury" means injury, other than "advertising injury", caused by one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

e. Oral or written publication, including publication by electronic means, of material that:

(1) Appropriates a person's name, voice, photograph or likeness;

(2) Unreasonably places a person in a false light; or

(3) Discloses information about a person's private life.

24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. "Professional health care services" includes:

a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;

d. Any health or therapeutic service, treatment, advice or instruction;

e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; or

g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

26. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

27. "Property damage" means:

a. Physical damage to tangible property of others, including all resulting loss of use of that property; or

b. Loss of use of tangible property of others that is not physically damaged.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

28. "Related wrongful acts" means two or more "wrongful acts" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

29. "Retaliatory action" includes any action directed at any person that is in response to that person's:

a. Exercising any legally afforded right;

b. Supporting in any way another person's exercise of any legally afforded right;

c. Participating in any strike or lockout;

d. Making any claim or "suit" against you or any other insured;

e. Testifying against you or any other insured in any legal proceeding;

f. Declining to perform any illegal or unethical act; or

g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.

30. "Slogan" means a phrase that others use for the purpose of attracting attention in their advertising.

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31. "Suit" means a civil proceeding that seeks damages. "Suit" includes:

a. An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and

b. Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent.

32. "Title" means a name of a literary or artistic work.

33. "Volunteer worker" means a person, other than a prisoner, who:

a. Is not acting within the scope of his or her employment as an "employee";

b. Donates his or her work; and

c. Is not paid a fee, salary or other compensation for that work.

34. "Wrongful act" means any act, error or omission.

35. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:

a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";

b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";

c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";

d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";

e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";

f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or

g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".

36. "Your boards":

a. Means any board, commission, or other governmental unit or department that:

(1) Is under your jurisdiction; and

(2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority".

37. "Your computer or communications network" means any computer or communications network that you rent, lease, license, or borrow from others, own or operate.

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PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII** - Definitions.

SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employment loss" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "employment loss" to which this insurance does not apply.

We will also have the right and duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance does not apply. For the purposes of our right and duty to defend the insured under this paragraph, a "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" will be deemed to be a "suit" by a person or organization that seeks damages because of such "employment loss".

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance. We may, at our discretion, investigate any "wrongful employment practice offense" or claim and settle any claim or "suit". But:

(1) The amount we will pay for damages or "defense expenses" is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "employment loss" to which this insurance applies.

b. This insurance applies to "employment loss" only if:

(1) The "employment loss" is caused by a "wrongful employment practice offense" committed in the "coverage territory";

(2) The "wrongful employment practice offense" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and

(3) A claim or "suit" by a person or organization that seeks damages because of the "employment

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loss" is first made or brought against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **VI** - Extended Reporting Periods.

c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

(1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or

(2) When we first receive written notice from any insured of a specific "wrongful employment practice offense" that caused the "employment loss" which resulted in such claim or "suit".

All claims or "suits" that seek damages because of "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

d. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful employment practice offense" only if that notice contains all of the following information:

(1) How, when and where the "wrongful employment practice offense" was committed;

(2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;

(3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and

(4) The names and addresses of each insured that committed the "wrongful employment practice offense".

Notice to us that:

(1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "wrongful employment practice offense"; or

(2) Any insured may in the future receive written notice of a "wrongful employment practice offense", claim or "suit";

is not notice of a specific "wrongful employment practice offense".

e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.

f. Each "wrongful employment practice offense" in a series of "related wrongful employment practice offenses" will be deemed to have been committed on the date the first "wrongful employment practice offense" in that series is committed.

2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

"Employment loss" arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

(1) Airports;

(2) Electric or gas utilities;

(3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;

(4) Housing authorities;

(5) Port authorities;

(6) Schools or school districts; or

(7) Transit authorities.

b. Bodily Injury Or Property Damage

"Bodily injury" or "property damage".

c. Breach Of Contract

"Employment loss" arising out of the breach of any written contract or agreement.

d. Contractual Liability

"Employment loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "employment loss" for which the insured would have liability for dam-

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ages without the contract or agreement.

e. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Employment Practice Offenses Or Knowing Violations Of Rights Or Laws

"Employment loss" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful employment practice offense", or any knowing violation of rights or laws, committed:

(1) By the insured; or

(2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful employment practice offense" or knowing violation was committed:

(1) By that insured; or

(2) With the consent or knowledge of that insured.

f. Employment Termination Or Relocation Due To Operational Decisions

"Employment loss" arising out of any termination of employment, "independent contractor" status or "volunteer worker" status, or any job relocation or reassignment, that is necessary because you have:

(1) Filed for bankruptcy protection, or been placed in receivership or liquidation;

(2) Merged with, acquired, or been acquired by another entity; or

(3) Transferred any part of your operations to another entity.

g. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

h. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

This exclusion does not apply to our duty to defend the insured against a "suit" that is a "governmental administrative proceeding".

i. Known Wrongful Employment Practice Offenses

"Employment loss" arising out of any "wrongful employment practice offense", including any part of "related wrongful employment practice offenses", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful employment practice offense" at the earliest time when such "described authorized person":

(1) Reports all, or any part, of the "wrongful employment practice offense" to us or any provider of other insurance;

(2) Receives a written or verbal demand or claim for damages because of the "wrongful employment practice offense"; or

(3) Becomes aware by any other means that all, or any part, of the "wrongful employment practice offense" has been committed.

j. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

k. Other Employment Laws

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by the following laws, amendments to those laws, rules or regulations:

(1) Fair Labor Standards Act, except the Equal Pay Act;

(2) National Labor Relations Act;

(3) Worker Adjustment and Retraining Notification Act;

(4) Consolidated Omnibus Budget Reconciliation Act of 1985;

(5) Occupational Safety and Health Act; or

(6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws.

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l. Strikes Or Lockouts

"Employment loss" to any of your "employees":

(1) On strike or locked out; or

(2) Temporarily or permanently replaced;

due to any labor dispute, including breach of a collective bargaining agreement.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" taken in response to any of your "employees" for participating in any strike or lockout.

m. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses, other than "defense expenses", we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.

3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to $500 a day by that individual because of time off from work.

4. All costs taxed against the insured in the "suit" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "suit".

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.

2. Each of the following is also an insured:

a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".

c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of

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such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The limits of insurance will not be reduced by the payment of the applicable deductible amount.
2. The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for "employment loss".

   If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Employment Practice Offense Limit or $100,000.
3. Subject to Paragraph **2.** above, the Each Wrongful Employment Practice Offense Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV - DEDUCTIBLE

1. The Each Wrongful Employment Practice Offense Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The Each Wrongful Employment Practice Offense Deductible does not apply to payments we make under Supplementary Payments.
2. The Each Wrongful Employment Practice Offense Deductible applies to all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
   a. Our right and duty with respect to the defense of claims or "suits"; and
   b. Your duties in the event of a "wrongful employment practice offense", claim or "suit";

   apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
   a. "Our deductible recovery expenses"; and
   b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

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SECTION V - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "wrongful employment practice offense" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "wrongful employment practice offense" was committed;

(2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;

(3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and

(4) The names and addresses of each insured that committed the "wrongful employment practice offense".

b. If a claim or "suit" is made or brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employment loss" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

e. The following provision applies to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

Notice to us of such "wrongful employment practice offense" must be given as soon as practicable only after the "wrongful employment practice offense" is known by you or any "described authorized person".

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies;

(iii) Any risk retention group;

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(iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

(v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

5. Premium Computation

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

6. Representations

By accepting this policy, you agree:

a. The statements and representations made in your application for employment practices liability insurance, and in all materials submitted in connection with it, are accurate and complete;

b. The statements in the Declarations are accurate and complete;

c. Those statements are based upon representations you made to us; and

d. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Control Of Defense

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of

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any outstanding claim or "suit" previously reported to us if:

a. We and you agree; or

b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding claims or "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.

b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "employment loss" caused by a "wrongful employment practice offense" committed subsequent to the execution of the contract or agreement.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

11. Endorsements Applicable To Employment-Related Practices Liability Coverage Part

Any endorsement to this policy that states that it modifies insurance provided under the Employment-Related Practices Liability Coverage Part will be deemed to modify the insurance provided under this Coverage Part.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date.

   Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

   The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

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4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

   The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

   a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;

   b. Full payment of the earned premium for this policy;

   c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and

   d. Repayment of any deductible you owe us under this policy.

   We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

   This endorsement will set forth the terms, not inconsistent with this Section **VI** - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII - DEFINITIONS

1. "Bodily injury" means:

   a. Physical harm, including sickness or disease, sustained by a person; or

   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

2. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. All other countries or jurisdictions in the world except the "prohibited area"; or

   c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area";

   provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph **a.** above or in a settlement we agree to.

3. "Defense expenses":

   a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

      (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or

      (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:

         (a) Expert testimony;

         (b) Autopsy;

         (c) Witnesses and summonses;

         (d) Copies of documents such as birth and death certificates and medical treatment records;

         (e) Arbitration fees;

         (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and

         (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

   b. Does not include:

      (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.(1)** and

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a.(2) above incurred while handling a claim or "suit"; or

(2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the "employment loss", including evaluation and settlement of covered claims.

4. "Described authorized person" means:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards"; or

c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

5. "Discrimination" means any violation of a person's rights with respect to:

a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;

b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.

6. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.

7. "Employment loss" means:

a. Employment-related harm to any of your current, former or prospective "employees";

b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or

c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Governmental administrative proceeding" means any administrative proceeding or hearing conducted by a governmental agency having the proper legal authority to conduct such proceeding or hearing.

10. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:

a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;

b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or

c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.

11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.

12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.

14. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies

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to and prohibits the transaction of business with or within such country or jurisdiction.

17. "Property damage" means:
    a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
    b. Loss of use of tangible property of others that is not physically damaged.

    For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

18. "Related wrongful employment practice offenses" means two or more "wrongful employment practice offenses" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

19. "Retaliatory action" includes any action directed at any person that is in response to that person's:
    a. Exercising any legally afforded right;
    b. Supporting in any way another person's exercise of any legally afforded right;
    c. Participating in any strike or lockout;
    d. Making any claim or "suit" against you or any other insured;
    e. Testifying against you or any other insured in any legal proceeding;
    f. Declining to perform any illegal or unethical act; or
    g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.

20. "Suit" means:
    a. A civil proceeding that seeks damages, including:
        (1) An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
        (2) Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent; and
    b. Any "governmental administrative proceeding".

21. "Volunteer worker" means a person, other than a prisoner, who:
    a. Is not acting within the scope of his or her employment as an "employee";
    b. Donates his or her work; and
    c. Is not paid a fee, salary or other compensation for that work.

22. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:
    a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
    b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
    c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";
    d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
    e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
    f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
    g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".

23. "Your boards":
    a. Means any board, commission, or other governmental unit or department that:
        (1) Is under your jurisdiction; and
        (2) Is funded and operated as part of your total operating budget.
    b. Does not include any "joint powers authority".

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PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII** - Definitions.

SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employment loss" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "employment loss" to which this insurance does not apply.

We will also have the right and duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance does not apply. For the purposes of our right and duty to defend the insured under this paragraph, a "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" will be deemed to be a "suit" by a person or organization that seeks damages because of such "employment loss".

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance. We may, at our discretion, investigate any "wrongful employment practice offense" or claim and settle any claim or "suit". But:

(1) The amount we will pay for damages or "defense expenses" is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "employment loss" to which this insurance applies.

b. This insurance applies to "employment loss" only if:

(1) The "employment loss" is caused by a "wrongful employment practice offense" committed in the "coverage territory";

(2) The "wrongful employment practice offense" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and

(3) A claim or "suit" by a person or organization that seeks damages because of the "employment

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loss" is first made or brought against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **VI** - Extended Reporting Periods.

c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

(1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or

(2) When we first receive written notice from any insured of a specific "wrongful employment practice offense" that caused the "employment loss" which resulted in such claim or "suit".

All claims or "suits" that seek damages because of "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

d. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful employment practice offense" only if that notice contains all of the following information:

(1) How, when and where the "wrongful employment practice offense" was committed;

(2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;

(3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and

(4) The names and addresses of each insured that committed the "wrongful employment practice offense".

Notice to us that:

(1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "wrongful employment practice offense"; or

(2) Any insured may in the future receive written notice of a "wrongful employment practice offense", claim or "suit";

is not notice of a specific "wrongful employment practice offense".

e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.

f. Each "wrongful employment practice offense" in a series of "related wrongful employment practice offenses" will be deemed to have been committed on the date the first "wrongful employment practice offense" in that series is committed.

2. Exclusions

This insurance does not apply to:

a. Boards, Commissions, Or Governmental Units Or Departments

"Employment loss" arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

(1) Airports;

(2) Electric or gas utilities;

(3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;

(4) Housing authorities;

(5) Port authorities;

(6) Schools or school districts; or

(7) Transit authorities.

b. Bodily Injury Or Property Damage

"Bodily injury" or "property damage".

c. Breach Of Contract

"Employment loss" arising out of the breach of any written contract or agreement.

d. Contractual Liability

"Employment loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "employment loss" for which the insured would have liability for dam-

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ages without the contract or agreement.

e. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Employment Practice Offenses Or Knowing Violations Of Rights Or Laws

"Employment loss" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful employment practice offense", or any knowing violation of rights or laws, committed:

(1) By the insured; or

(2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful employment practice offense" or knowing violation was committed:

(1) By that insured; or

(2) With the consent or knowledge of that insured.

f. Employment Termination Or Relocation Due To Operational Decisions

"Employment loss" arising out of any termination of employment, "independent contractor" status or "volunteer worker" status, or any job relocation or reassignment, that is necessary because you have:

(1) Filed for bankruptcy protection, or been placed in receivership or liquidation;

(2) Merged with, acquired, or been acquired by another entity; or

(3) Transferred any part of your operations to another entity.

g. Fines Or Penalties

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

h. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

This exclusion does not apply to our duty to defend the insured against a "suit" that is a "governmental administrative proceeding".

i. Known Wrongful Employment Practice Offenses

"Employment loss" arising out of any "wrongful employment practice offense", including any part of "related wrongful employment practice offenses", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful employment practice offense" at the earliest time when such "described authorized person":

(1) Reports all, or any part, of the "wrongful employment practice offense" to us or any provider of other insurance;

(2) Receives a written or verbal demand or claim for damages because of the "wrongful employment practice offense"; or

(3) Becomes aware by any other means that all, or any part, of the "wrongful employment practice offense" has been committed.

j. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

k. Other Employment Laws

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by the following laws, amendments to those laws, rules or regulations:

(1) Fair Labor Standards Act, except the Equal Pay Act;

(2) National Labor Relations Act;

(3) Worker Adjustment and Retraining Notification Act;

(4) Consolidated Omnibus Budget Reconciliation Act of 1985;

(5) Occupational Safety and Health Act; or

(6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws.

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l. Strikes Or Lockouts

"Employment loss" to any of your "employees":

(1) On strike or locked out; or

(2) Temporarily or permanently replaced;

due to any labor dispute, including breach of a collective bargaining agreement.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" taken in response to any of your "employees" for participating in any strike or lockout.

m. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses, other than "defense expenses", we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.

3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to $500 a day by that individual because of time off from work.

4. All costs taxed against the insured in the "suit" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "suit".

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.

2. Each of the following is also an insured:

a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".

c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of

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such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The limits of insurance will not be reduced by the payment of the applicable deductible amount.
2. The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for "employment loss".

   If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Employment Practice Offense Limit or $100,000.
3. Subject to Paragraph **2.** above, the Each Wrongful Employment Practice Offense Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV - DEDUCTIBLE

1. The Each Wrongful Employment Practice Offense Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

   The Each Wrongful Employment Practice Offense Deductible does not apply to payments we make under Supplementary Payments.
2. The Each Wrongful Employment Practice Offense Deductible applies to all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
   a. Our right and duty with respect to the defense of claims or "suits"; and
   b. Your duties in the event of a "wrongful employment practice offense", claim or "suit";

   apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
   a. "Our deductible recovery expenses"; and
   b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

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SECTION V - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "wrongful employment practice offense" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "wrongful employment practice offense" was committed;

(2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;

(3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and

(4) The names and addresses of each insured that committed the "wrongful employment practice offense".

b. If a claim or "suit" is made or brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employment loss" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

e. The following provision applies to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

Notice to us of such "wrongful employment practice offense" must be given as soon as practicable only after the "wrongful employment practice offense" is known by you or any "described authorized person".

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies;

(iii) Any risk retention group;

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(iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

(v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

5. Premium Computation

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

6. Representations

By accepting this policy, you agree:

a. The statements and representations made in your application for employment practices liability insurance, and in all materials submitted in connection with it, are accurate and complete;

b. The statements in the Declarations are accurate and complete;

c. Those statements are based upon representations you made to us; and

d. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Control Of Defense

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of

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any outstanding claim or "suit" previously reported to us if:

a. We and you agree; or

b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding claims or "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.

b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "employment loss" caused by a "wrongful employment practice offense" committed subsequent to the execution of the contract or agreement.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

11. Endorsements Applicable To Employment-Related Practices Liability Coverage Part

Any endorsement to this policy that states that it modifies insurance provided under the Employment-Related Practices Liability Coverage Part will be deemed to modify the insurance provided under this Coverage Part.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date.

   Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

   The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

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4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

   The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

   a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;

   b. Full payment of the earned premium for this policy;

   c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and

   d. Repayment of any deductible you owe us under this policy.

   We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

   This endorsement will set forth the terms, not inconsistent with this Section **VI** - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII - DEFINITIONS

1. "Bodily injury" means:

   a. Physical harm, including sickness or disease, sustained by a person; or

   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

2. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. All other countries or jurisdictions in the world except the "prohibited area"; or

   c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area";

   provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph **a.** above or in a settlement we agree to.

3. "Defense expenses":

   a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

      (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or

      (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:

         (a) Expert testimony;

         (b) Autopsy;

         (c) Witnesses and summonses;

         (d) Copies of documents such as birth and death certificates and medical treatment records;

         (e) Arbitration fees;

         (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and

         (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

   b. Does not include:

      (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.(1)** and

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a.(2) above incurred while handling a claim or "suit"; or

(2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the "employment loss", including evaluation and settlement of covered claims.

4. "Described authorized person" means:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards"; or

c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

5. "Discrimination" means any violation of a person's rights with respect to:

a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;

b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.

6. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.

7. "Employment loss" means:

a. Employment-related harm to any of your current, former or prospective "employees";

b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or

c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Governmental administrative proceeding" means any administrative proceeding or hearing conducted by a governmental agency having the proper legal authority to conduct such proceeding or hearing.

10. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:

a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;

b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or

c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.

11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.

12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.

14. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies

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to and prohibits the transaction of business with or within such country or jurisdiction.

17. "Property damage" means:
    a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
    b. Loss of use of tangible property of others that is not physically damaged.

    For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

18. "Related wrongful employment practice offenses" means two or more "wrongful employment practice offenses" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

19. "Retaliatory action" includes any action directed at any person that is in response to that person's:
    a. Exercising any legally afforded right;
    b. Supporting in any way another person's exercise of any legally afforded right;
    c. Participating in any strike or lockout;
    d. Making any claim or "suit" against you or any other insured;
    e. Testifying against you or any other insured in any legal proceeding;
    f. Declining to perform any illegal or unethical act; or
    g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.

20. "Suit" means:
    a. A civil proceeding that seeks damages, including:
        (1) An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
        (2) Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent; and
    b. Any "governmental administrative proceeding".

21. "Volunteer worker" means a person, other than a prisoner, who:
    a. Is not acting within the scope of his or her employment as an "employee";
    b. Donates his or her work; and
    c. Is not paid a fee, salary or other compensation for that work.

22. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:
    a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
    b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
    c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";
    d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
    e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
    f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
    g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".

23. "Your boards":
    a. Means any board, commission, or other governmental unit or department that:
        (1) Is under your jurisdiction; and
        (2) Is funded and operated as part of your total operating budget.
    b. Does not include any "joint powers authority".

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McGRIFF, SEIBELS & WILLIAMS, INC.

818 Town & Country Blvd., Suite 500 • Houston, Texas 77024-4549 • TEL – (713) 877-8975 • Fax – (713) 877-8974

Williamson County
Property, Casualty & Workers Compensation RFP – Recommendation

Every 3-5 years, Williamson County releases an RFP for Property, Casualty & Workers Compensation Insurance in order to procure the best value and program fit for the County. Due to Williamson County's size and complexity of risk, there are only a handful of carriers and/or self-insurance risk pools that have the appetite to propose insurance coverage terms to Williamson County. The RFP was released with fully completed underwriting applications, loss history, schedules, directives on program structure and with ample time for underwriters to ask follow up questions in order to thoroughly underwrite the exposure.

The County received multiple proposals from both self-insurance risk pools and standard insurance companies. The carrier/pool respondents are as follows: Texas Association of Counties Risk Management Fund, Texas Political Subdivisions, Travelers, OneBeacon, BITCO, and AIG. (It should be noted it was determined that the TPS quote was not a viable option as it was a Workers Compensation only proposal at a higher premium than all of the other Workers Compensation package quotes.)

As a part of the RFP Solicitation and Evaluation process, the County asked over 200 questions to prospective respondents to gain a true understanding of coverage intent, claim services, risk control services, coverage flexibility, experience in serving complex Counties in an effort to evaluate all respondent proposals with the goal to identify the best fit for the County today and on a go forward basis. All of the respondent proposals and supplemental question responses were put into a comparison document to evaluate the responses side by side and were extensively discussed during the evaluation meeting.

After a careful analysis of all available information, including but not limited to: premium costs, potential out of pocket costs for deductibles, claim services, risk control services, coverage breadth, experience, and coverage flexibility; it is the recommendation of the evaluation committee that the best candidate for Property, Casualty & Workers' Compensation is Travelers Insurance.

After selected as the finalist, Travelers was engaged in negotiation, which resulted in the following items:

- High Hazard Flood Zone coverage wording
- Confirmation of PCI-DSS coverage (payment card industry)
- Law Enforcement Coverage on a Claims Made basis with a retro date of 10/1/16
- Confirmation of Symbol 10 APD wording
- Payment structure for Workers Compensation claims

It is the unanimous decision of the evaluation committee to recommend award to Travelers Insurance.

Travelers offered an additional Excess Liability Umbrella option to sit over all casualty lines for an additional premium. With the addition of the umbrella, the vendor remains the recommended option.

Footnote:

OneBeacon, AIG & BITCO were submitted via USI
TAC was submitted directly from TAC
Travelers & TPS were submitted via Lee Insurance

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The Travelers Insurance Companies

(Each a Stock Insurance Company)
Hartford, Connecticut

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.

2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

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E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

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The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

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E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

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B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE
PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

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F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX
CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.

ABCDEFGHIJ

Secretary

ABCD

President

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EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.

PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions.

SECTION I – EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for loss to which this insurance does not apply. We may, at our discretion, investigate any negligent act, error or omission and settle any claim or "suit" that may result: But:

      (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

   b. This insurance applies to loss only if:

      (1) The loss is caused by a negligent act, error or omission committed by the insured, or by any other person for whose acts the insured is legally liable, in the "administration" of your "employee benefit program";

      (2) The negligent act, error or omission is committed in the "coverage territory";

      (3) The negligent act, error or omission was committed on or after the Retroactive Date, if any, shown in the Declarations of this Coverage Part and before the end of the policy period; and

      (4) A claim or "suit" for damages because of the loss is first made or brought against any insured, in accordance with Paragraph e. below, during the policy period or any Extended Reporting Period we provide under Section VI – Extended Reporting Periods.

   c. Each negligent act, error or omission in a series of related negligent acts, errors or omissions will be deemed to have been committed on the date the first such negligent act, error or omission in that series is committed.

   d. If the Retroactive Date is left blank in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.

   e. A claim or "suit" seeking damages will be deemed to have been first made or brought at the earlier of the following times:

      (1) When we or any insured first receives written notice of such claim or "suit", whichever comes first; or

      (2) When we first receive written notice from any insured of a specific negligent act, error or omission that caused the loss which resulted in such claim or "suit".

      All claims or "suits" that seek damages because of loss sustained by any one "employee", including the "employee's" dependents and beneficiaries, will be deemed

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to have been first made or brought at the time the first of those claims or "suits" is made or brought against any insured.

f. A claim or "suit" that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific negligent act, error or omission only if that notice contains all of the following information:

(1) How, when and where the negligent act, error or omission was committed;

(2) A description of what happened;

(3) A description of what damages may result;

(4) The identity of the person or organization that may make a claim or bring a "suit"; and

(5) The identity of each insured that committed the negligent act, error or omission.

Notice to us that any insured may in the future receive written notice of a negligent act, error or omission, claim or "suit" is not notice of a specific negligent act, error or omission.

2. Exclusions

This insurance does not apply to:

a. Criminal, Dishonest, Fraudulent Or Malicious Acts

Loss arising out of any criminal, dishonest, fraudulent, or malicious act, error or omission committed by any insured, including the willful or reckless violation of any law or regulation.

b. Injury Or Damage

"Bodily injury", "property damage", "personal injury" or "advertising injury."

c. Failure To Perform A Contract

Loss arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment Or Advice Given With Respect To Participation

Any claim or "suit" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Loss arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Loss for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as amended, or by any similar federal, state or local laws.

h. Available Benefits

Loss of benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

(1) Any taxes, fines, or penalties, including those imposed under any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law; or

(2) Any loss, cost or expense arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Loss to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice or policy, such as coercion, demotion, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or

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imprisonment applied to or directed at that person, regardless of whether such practice or policy occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of loss to that person at whom any of the employment-related practices or policies described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured 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 loss.

k. Access Or Disclosure Of Confidential Or Personal Information

Loss arising out of any access or disclosure of any person's or organization's confidential or personal information.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

d. All costs taxed against the insured in the "suit."

e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are also insureds, but only with respect to their liability as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Each of your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), who is or was authorized to administer your "employee benefit program."

b. Any person or organization having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership

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or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire, or form the organization or the end of the policy period, whichever is earlier;

b. Coverage under this provision does not apply to any negligent act, error or omission that was committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought;

   c. Persons or organizations making claims or bringing "suits";

   d. Acts, errors or omissions; or

   e. Benefits included in your "employee benefit program".

2. The Aggregate Limit is the most we will pay for all damages because of all negligent acts, errors or omissions committed in the "administration" of your "employee benefit program."

3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, because of all negligent acts, errors or omissions committed in the "administration" of your "employee benefit program".

   The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEDUCTIBLE

1. The Deductible shown in the Declarations and the rules below fix the amount of damages incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought;

   c. Persons or organizations making claims or bringing "suits";

   d. Acts, errors or omissions; or

   e. Benefits included in your "employee benefit program".

   If no amount is shown for the Deductible in the Declarations, the Deductible does not apply to this Coverage Part.

2. The Deductible applies to all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, because of all negligent acts, errors or omissions committed in the "administration" of your "employee benefit program".

3. The Limits of Insurance will not be reduced by the amount of damages within the deductible amount.

4. The terms of this policy, including those with respect to:

   a. Our right and duty with respect to the defense of "suits"; and

   a. Your duties in the event of an act, error or omission, claim or suit;

   apply irrespective of the application of the deductible amount.

5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.

SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS

1. Bankruptcy

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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2. Duties In The Event Of Act, Error Or Omission, Claim Or Suit

   a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

      (1) What the act, error or omission was and when it was committed; and

      (2) The names and addresses of any "employees" who may suffer loss caused by the act, error or omission.

   b. If a claim is made or "suit" is brought by any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

   e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

      (1) Notice to us of such act, error or omission must be given as soon as practicable only after the act, error or omission is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an act, error or omission.

      (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such act, error or omission must be given as soon as practicable only after the act, error or omission is known by:

         (a) Any individual who is:

            (i) A lawfully elected or appointed official, executive officer or director of any public entity;

            (ii) A partner or member of any partnership or joint venture;

            (iii) A manager of any limited liability company;

            (iv) An executive officer or director of any other organization; or

            (v) A trustee of any trust;

            that is your partner, joint venture member, manager or trustee; or

         (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an act, error or omission.

3. Legal Action Against Us

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that

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are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph b. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary. If any of the other insurance is also primary, we will share with all that other insurance by the method described in Paragraph b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or renewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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If the insured has rights to recover all or part of
any payment we have made under this Coverage

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Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Cancellation, Nonrenewal And Renewal Conditions Applicable To Commercial General Liability Coverage Part

    All conditions relating to cancellation, nonrenewal or renewal that are included in any endorsement applicable to the Commercial General Liability Coverage Part attached to this policy also apply to this Coverage Part.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
   a. This Coverage Part is cancelled or not renewed for any reason; or
   b. We renew or replace this Coverage Part with insurance that has a Retroactive Date later than the date shown in the Declarations.
2. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They only apply to claims or "suits" for loss caused by a negligent act, error or omission committed on or after the Retroactive Date shown in the Declarations and before the end of the policy period.

   Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

   The Basic Extended Reporting Period does not apply to claims or "suits" for loss covered under subsequent insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

   The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
4. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts with the end of the policy period and lasts for three years or an unlimited period of time, as set forth in the Supplemental Extended Reporting Period Endorsement. This supplemental period replaces the Basic Extended Reporting Period.

   This Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:
   a. A written request from you to purchase the Supplemental Extended Reporting Period;
   b. Full payment of the earned premium for this policy;
   c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
   d. Repayment of any deductible you owe us under this Coverage Part.

   We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium for the Supplemental Extended Reporting Period Endorsement will not exceed 200% of the annual premium for this policy.

   This endorsement will set forth the terms, not inconsistent with this Section VI – Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

   The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII – DEFINITIONS

1. "Administration" means:
   a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of the "employee benefit program";

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b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. "Advertising injury":

   a. Means injury, other than "personal injury", caused by one or more of the following offenses:

      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

         (a) Appropriates a person's name, voice, photograph or likeness; or

         (b) Unreasonably places a person in a false light; or

      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

4. "Bodily injury":

   a. Means any harm, including sickness or disease, to the health of a person.

   b. Includes mental anguish, injury or illness, or emotional distress.

5. "Cafeteria plan" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

6. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico or Canada, provided that the insured's responsibility to pay damages is determined in a "suit" on the merits in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.

7. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employee benefit program":

   a. Means a program providing some or all of the following benefits to your "employees", whether provided through a "cafeteria plan" or otherwise:

      (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts, provided that no one other than your "employee" may subscribe to such benefits and such benefits are made generally available to all of those "employees" who satisfy the plan's eligibility requirements;

      (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than your "employee" may subscribe to such benefits and such benefits are made generally available to all of those "employees" who are eligible under the plan for such benefits;

      (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

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(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits designated in the Declarations or added thereto by endorsement.

b. Does not include any benefit plan or program described in Paragraph a. above that is self-insured.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(a) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured.

13. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

14. "Suit" means a civil proceeding in which damages because of loss to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or submits with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Title" means a name of a literary or artistic work.

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Commissioners Court - Regular Session **19.**

Meeting Date: 08/27/2019

WCEMS - DoD Stop the Bleed Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a licensing agreement between the Department of Defense, Defense Health Agency and Williamson County EMS.

Background

Approval of the agreement will allow Williamson County EMS to use the official "Stop the Bleed" logos for the sole purpose of educational training, such as printing of posters, websites, educational handouts, etc. The licensing agreement is free-of-charge and has been reviewed by Williamson County legal. As another governmental entity the Department of Defense has requested that Williamson County first approve and sign the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC - DoD Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/15/2019 08:40 AM
County Judge Exec Asst.	Andrea Schiele	08/15/2019 09:35 AM
Form Started By: Michael Knipstein		Started On: 08/15/2019 07:19 AM
Final Approval Date: 08/15/2019		

LICENSING AGREEMENT

AGREEMENT effective **13 August, 2019** between the **Department of Defense, Defense Health Agency** and **Williamson county EMS,** a U.S. Government program that addresses the need to inform the public on critical actions that can be taken to control severe blood loss from victims suffering traumatic injury (hereinafter referred to as the "Program"); and

WHEREAS, DoD owns multiple United States and foreign trademark registrations on the Stop the Bleed marks shown on Exhibit A of this Agreement (hereinafter referred to as the "Marks"); and

WHEREAS, the Program has adopted the Marks as its official symbol and authorized its use by third parties for the purposes set forth in this Agreement; and

WHEREAS, Licensee desires to utilize the Marks in connection with its educational and promotional activities in support of the Program; and

WHEREAS, DoD is willing to license and allow Licensee to use the Marks under the terms and conditions set forth below.

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

1. **GRANT OF LICENSE**: Subject to the limitations set forth in this Agreement, DoD hereby grants to Licensee the non-exclusive right and license to use the Marks in conjunction with its **EDUCATIONAL AND OUTREACH EFFORTS TO SUPPORT AND PUBLICIZE THE "STOP THE BLEED" PROGRAM.** Educational efforts include all in-person and on-line classes taught by qualified medical professionals. Outreach efforts include promoting the Program and its purpose on Licensee's website, distribution of posters and other promotional pieces dealing with how to stop or control severe bleeding. No items bearing the Marks will be sold or exchanged for anything of value unless prior written approval for such sale is received from DoD. Licensee agrees that it will not use the Marks in a manner that would indicate DoD's endorsement of any of its products or services. Upon request from DoD, Licensee agrees to include appropriate disclaimers on its website and promotional materials.

2. **ROYALTY**: This is a royalty free license.

3. **NON-PROFIT PURPOSE**: Licensee warrants that its use of the Marks is primarily for non-profit educational purposes. No promotional products such as T-shirts, mugs, etc., bearing the Marks may be produced by the Licensee without DoD's express written authorization. Licensee understands that a separate licensing agreement will normally be required for the production and distribution of such items. Licensee's request for a promotional license should be sent to Ms. Tzipy Fromberg via email to: tziporah.f.fromberg.ctr@mail.mil.

4. **STUDENT FEES**: Students may be charged a fee for attending Licensee's educational classes. However, unless otherwise authorized by DoD in writing, all such student fees collected

by Licensee must be used exclusively for Licensee's educational or outreach activities in support of the Stop the Bleed program. A separate license is required if Licensee is operating a for-profit educational program.

5. **DoD EDUCATIONAL AIDS**: DoD has created a number of aids to assist licensee in developing its educational program. The Stop the Bleed Educational Consortium published an article in the January 2018 edition of *The Journal of Trauma and Acute Care Surgery* entitled, "Stop the Bleed Education Consortium: Education program content and delivery recommendations." The article establishes a common framework that educators can use in designing traumatic bleeding curricula of their own. The article can be found at https://journals.lww.com/jtrauma/Fulltext/2018/01000/Stop_the_Bleed_Education_Consortium__Education.31.aspx. It is recommended that the Licensee carefully review this article prior to developing its bleeding control training program. Licensee is authorized to reproduce and distribute copies of the article on its website or in print. A short video on bleeding control created by DoD's Uniformed Services University of Health Sciences is available at: https://stopthebleed.usuhs.edu/ DoD has also developed a STOP THE BLEED bleeding control app which is available at no costs. The apps can be found at:

iOS devices. See: https://itunes.apple.com/us/app/stb/id1336173602?mt=8
Google Play: See: https://play.google.com/store/apps/details?id=edu.usuhs.stb

6. **NOT TO BE PLACED ON HEMORRHAGE CONTROL DEVICES, PRODUCTS OR FIRST AID KITS:** This license does not authorize Licensee to place any of the Marks including the words, STOP THE BLEED®, on individual hemorrhage control products or other devices (e.g. tourniquets, hemostatic gauzes, elastic bandages, etc.). Licensee understands that the manufacture, distribution or sale of these items, including kits containing these products and devices, require a separate license form DoD and are not covered by this Agreement. Training kits that meet the quality and functionality specifications set by DoD are available for purchase from a number of groups. Upon request, DoD will provide Licensee with the names and contact information for these groups.

7. **CHANGES IN ARTWORK OR DESIGNS**: Licensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in Exhibit A and the Stop the Bleed Style Guide. Upon request, DoD shall provide Licensee with a copy if its then current style guide and reproduction quality copies of the Marks. Upon request from DoD, Licensee agrees to send DoD mock-ups of the posters and other promotional materials it intends to create in support of its Stop the Bleed educational and outreach program.

8. **OWNERSHIP OF MARK**:

8.1. Licensee acknowledges that DoD owns the Marks shown on Exhibit A and agrees that it will do nothing inconsistent with such ownership, that all use of the Marks by Licensee shall inure to the benefit of and be on behalf of DoD, and agrees to assist DoD, at its request, in recording this Agreement with appropriate governmental authorities. Licensee agrees that

nothing in this License shall give Licensee any right, title, or interest in the Marks other than the rights outlined in this Agreement and Licensee agrees that it will not attack the title of DoD to the Marks, attack the validity of this License or any trademark, service mark, copyright or similar applications or registrations DoD may have on the Marks and their artistic elements. Licensee further agrees that it will not assist or cooperate with other parties in their efforts to attack DoD's trademarks and its right to control how the Stop the Bleed mark is used.

8.2. Unless specifically authorized by DoD in writing, Licensee agrees that it will not apply for or secure trademark or copyright registration(s) on the Marks (or any words, logos or designs that are confusingly similar to the Marks) with any governmental entity in the United States or elsewhere. To the extent Licensee secures any common law or other ownership rights to any of the Marks (or any words, logos or designs that are confusingly similar to the Marks), Licensee agrees to promptly assign those rights to DoD upon request or upon the termination of this Agreement, whichever comes first. Licensee agrees to sign any documents prepared by DoD that are necessary to execute such assignment or to exercise any other right granted DoD in this Agreement.

8.3. All reproductions of the Marks shall be in full compliance with the Stop the Bleed Style Guide. Licensee shall not use the words, STOP THE BLEED, or the Stop Sign design as separate elements apart from the Stop the Bleed logo shown in Exhibit A under Logo/Design Marks without DoD's written approval.

8.4. Licensee shall not apply for, secure or own any domain name or Uniform Resource Locator (URL) that contains the words Stop the Bleed, Stop the Bleeding or any variation thereof without DoD's prior written consent. Licensee further agrees that any such URL that is authorized by DoD pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement. DoD shall also have the right to direct that the Licensee abandon any such URL instead of assigning it to DoD.

8.5. DoD's failure to timely enforce any provisions of this Agreement shall not constitute a waiver of its right to enforce any such provision in the future.

8.6. All the provisions of Paragraph 8 of this Agreement shall survive termination of this agreement.

9. **POINT OF CONTACTS** – The parties have designated the persons listed below as their point-of-contact for all matters dealing with this license.

DOD at:

Michael R. Davis, MD FACS Colonel, USAF MC
Director
US Combat Casualty Care Research Program
722 Doughten Street, Room 3
Fort Detrick, MD 21702-5012
Phone: 301-619-7591

Copy to:

Tzipy Fromberg
Trademark Management Specialist
tziporah.f.fromberg.ctr@mail.mil

Licensee at:

Williamson county EMS
3189 SE Inner Loop, Bldg. 1
Georgetown, TX 787626
James Persons James.persons@wilco.org
512-943-3736
Secondary Contact: Mike Knipstein

10. **Termination of License:** This agreement shall commence as of the date written above and expire on December 31, 2022. This period shall hereinafter be referred to as the "Term". Notwithstanding the proceeding, either party may terminate this license at any time by giving the other party 30 days written notice of its intent to terminate this Agreement. This Agreement shall then terminate at the end of the notice period. The notice shall be sent to the other party's Point of Contact as stated in paragraph 9 above. Such notice can be sent by any reasonable method, however, the burden of proving receipt of notice shall be on the sender.

11. **REPRESENTATIONS AND WARRANTIES**: Both Parties warrant that they have full power and authority to enter into this Agreement and that the execution of this Agreement by it does not violate any agreements, rights or obligations existing between it and any third party before and/or during the Term. DoD represents and warrants that, to the best of its knowledge, the Marks

licensed under this Agreement do not infringe upon or violate any third party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third party intellectual property rights, trade secrets or other proprietary rights.

12. **CAPTIONS**: Captions or headings used in this Agreement are for convenience or reference only, and shall not be considered in the construction of this Agreement.

13. **APPLICABLE LAW**: This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of the United States of America, without regard to conflict of law principles. Jurisdiction and venue in any suit brought to determine any dispute or controversy arising under or relating to this Agreement shall be as follows: if brought by Licensee for monetary damages against DoD, in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

Licensee:

DEPARTMENT OF DEFENSE
Defense Health Agency

Williamson County EMS

By: _____
Col Michael R. Davis, MD
Director, US Combat Casualty Care
Research Program, Ft Detrick, MD

By: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT A

MARKS

The term Marks as used in this Agreement shall include the Word Mark and Logo/Design Marks shown below. The Marks shall be reproduced in a form that is substantially identical to the ones shown below and in the Stop the Bleed Style Guide. The registered ® symbol shall be reproduced in the relative size and location shown. Upon request, DoD shall provide Licensee with a reproduction of the mark that is suitable for Licensee's use.

Word Mark: **STOP THE BLEED®**

Logo/Design Marks:



Stop Sign Logos:



All uses of the Stop Sign logos and Word Mark shown above must be specifically approved in writing by DoD before they can be used by Licensee.

Ownership Notice: On Licensee's website, and on the bottom of all posters and other printed materials where one or more reproductions of the Marks are displayed, the ownership notice shown below shall be reproduced in small print. The notice only needs be printed once on Licensee's website and only once on any printed document regardless of the length of the document. DoD may approve shortened versions of the Ownership Notice in situations where having sufficient space for the entire notice is a problem.

STOP THE BLEED® is a registered trademark of the U.S. Department of Defense.
All rights reserved. ©DoD 2015

Commissioners Court - Regular Session **20.**

Meeting Date: 08/27/2019

WC - Stryker Lifenet Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a three year agreement between Stryker and Williamson County related to LifeNet Asset services for EMS patient care monitors.

Background

The LIFENET System Asset allows EMS to manage all patient care monitor devices from one place. This web-based tool allows EMS to track equipment readiness, manage setup options, update software and receive notifications about potential device issues. The agreement was reviewed by Williamson County legal, audit and purchasing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC - Stryker Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/15/2019 08:41 AM
County Judge Exec Asst.	Andrea Schiele	08/15/2019 09:37 AM
Form Started By: Michael Knipstein		Started On: 08/15/2019 07:24 AM
Final Approval Date: 08/15/2019		

Emergency Care

11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To	WILLIAMSON COUNTY EMS Attn: Kirsti Elias 3189 SE INNER LOOP GEORGETOWN,TX 78626 (512) 573-8648 kelias@wilco.org

Quote Number	00187319
Revision #	1
Created Date	8/13/2019
Sales Consultant	Jordan Costello jordan.costello@stryker.com
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30

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.

Jordan Costello Date: 08/13/2019

Stryker Sales Corp.

Date:

Williamson County

Expiration Date 10/27/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99428-000248	LIFENET Asset - 3 yr, per device	30.00	153.00	-50.49	102.51	3,075.30

Subtotal	USD 3,075.30
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 3,075.30

Pricing Summary Totals

List Price Total	USD 4,590.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -1,514.70
Trade In Value	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 3,075.30

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote	**Shipping Address** ☐ same as Billing Address
Account Name	Account Name
Address	Address
City	City
State / Zip Code	State / Zip Code

Accounts Payable Contact Information

Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	**Customer is Tax Exempt?** ☐ **Yes** ☐ **No**

Authorized Customer Signature

Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number RS/22557901/213366

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES**.

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service.

In addition to the General Terms above, software and software-as-service is licensed (not sold) pursuant to the following terms:

Licenses. Upon full payment, Physio will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the applicable End User License Agreement or Software-As-Service Agreement. The duration of each license is the term of the subscription purchased by Buyer.

Additional Terms Regarding Wireless Enabled Devices.

In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:

Payments. Payments to Physio are non-refundable as they are incorporating into the pricing of the connected devices.

Geolocation. Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.

Not Wireless Provider. Physio has contracted with an outside data services provider for the provision of services on behalf of Buyer. Physio is not a telecommunications services company nor does it possess any telecommunications personal property.

Security. Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.

No Guarantee. **PHYSIO DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED**. Physio is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

Commissioners Court - Regular Session **21.**

Meeting Date: 08/27/2019

CSCD COOP Agreement for FY2020

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY2020 CSCD (Adult Probation) Coop Agreement for Felony Pre-Trial Bond Services.

Background

The Coop agreement is a Williamson County contract with Williamson County Community Supervision and Corrections Department (Adult Probation) to fund the Pre-Trial Bond Unit in which monitors the supervised release of felons pending their Court appearance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PTS Cover.Info Sheet

PTS MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 08:37 AM
Form Started By: Melissa Ramos		Started On: 08/21/2019 05:21 PM
Final Approval Date: 08/22/2019		

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

STEVE MORRISON
CSCD DIRECTOR

August 21, 2019

To: Williamson County Commissioners Court

From: Steve Morrison, CSCD Director

Re: MOU Pretrial Services

I have placed an agenda item on the August 27th Commissioners Court agenda for an MOU with Williamson County Community Supervision and Corrections Dept to continue providing community-based supervision services to felony offenders released from jail and ordered to be monitored on Pretrial Supervision. The MOU is for $261,559 which provides for 4 staff members who work with Pretrial cases, and for the cost of drug testing and GPS tracking services. In FY 19 there were 458 felony participants served in Pretrial Services which provides a significant cost savings to the County and continue to provide a high level of public safety while pending disposition of the felony cases. If you have any questions, please don't hesitate to contact me.

WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

STEVE MORRISON
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Pre-Trial Release Unit for the Williamson County CSCD for the fiscal year 2020, not to exceed $261,559.00 in order to maintain the supervised release of approved felons from the Williamson County Jail.

Williamson County shall pay $65,389.75 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #591, in the months of October 2019, December 2019, March 2020 and June 2020.

Bill Gravel Jr.
County Judge
Williamson County, Texas

Date Signed: _____

Steve Morrison
Director
Williamson County CSCD

Date Signed: 8-21-19

Commissioners Court - Regular Session **22.**

Meeting Date: 08/27/2019

Bricks R Us Fundraiser for Animal Shelter

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Bricks R Us, Inc. and Williamson County for fundraising services to support the Williamson County Regional Animal Shelter and authorize execution of the agreement.

Background

The Bricks R Us fundraising program will set up a donor site for the animal shelter. Bricks will be purchased through the donor site via credit card using BRU's account. BRU will charge a 3.5% total processing fee as well as a $.30 transaction fee. BRU will send a monthly statement outlining the total amount owed to the animal shelter, minus transaction fees, which will be sent by ACH. Department contact is Cheryl Schneider.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 10:39 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:16 AM
Form Started By: Erica Smith		Started On: 08/21/2019 07:49 AM
Final Approval Date: 08/22/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
DONATION PROCESSING SERVICES
(Engraved Brick Program for Animal Shelter)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between the **Williamson County Regional Animal Shelter** (hereinafter "The County"), including various political subdivision(s) of the State of Texas, acting herein by and through its governing bodies, and **Bricks R Us, Inc.**, (hereinafter "Service Provider") with offices located at 201 S Biscayne Blvd, 28th Floor, Miami, FL 33131 (ph. 305-931-7773). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation and designated as Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue until the program is completed or when terminated pursuant to paragraph VIII. below.

III.

Consideration and Compensation: Service Provider will be compensated based on fees set forth in Exhibit "A."

Any payment(s) 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.

IV.

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:

A. As described in the attached Statement of Work/Quotation and marked Exhibit "A," which is incorporated herein as if copied in full; and

V.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

VII.

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.

VIII.

Termination: This Contract 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.

IX.

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.

X.

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.

XI.

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 Contract, 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 Contract 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.

XII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIII.

No Assignment: Service Provider may not assign this Contract.

XIV.

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.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

THE COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Garry Alfred
Printed Name	Printed Name
Date: _____ ___, 2019	Date: 7/24 ___, 2019

Exhibit "A"
Statement of Work/Quotation

BRICKS R US
Engraved Bricks and Tiles

Date: 7/18/2019

I, _____, do hereby request for Bricks R Us, Inc. (BRU) to set up a Donor Site for our organization. The Donor Site will accept credit cards using BRU's account.

Our organization is Williamson County Regional Animal Shelter and has a Customer ID of WILLC.

By setting up the site, Bricks R Us will charge the following:

Total Processing Fee	3.50 %
Transaction Fee	.30

Bricks R Us will send a monthly statement along with the full amount owed minus all transaction fees. All monies will be sent by ACH (please see second page).

Example:

$100 Brick Sold via Credit Card on Donor Site	Processing Fee	$3.50
	Transaction Fee	$ .30

Customer will receive 100% of all monies collected by credit card **with the exception** of the processing and transaction fees.

AGREED TO AND ACCEPTED BY:

_____ _____

Signature Date

_____

Print Name of Signature and Position

201 S Biscayne Boulevard • 28th Floor • Miami, Florida 33131
Phone: 305.931.7773 • Fax: 305.931.7774
E-Mail: info@bricksrus.com • Web: www.bricksrus.com

ACH PAYMENT AUTHORIZATION

Sign and complete this form to authorize Bricks R Us, Inc. to make monthly payments to your Bank Account listed below.

Such payments will represent monies received from the customer's donor site created by Bricks R Us. The payment will be the full amount received by credit card for that month minus the transaction fees detailed on Page 1.

I, _____ authorize Bricks R Us, Inc. to deposit funds in my bank account.

Billing Details

Billing Address: _____

City, State, Zip: _____ Email: _____

Phone Number: _____

Bank (ACH) Information

_____ Checking Account _____ Savings Account

Name on Account: _____

Bank Name: _____

Account Number: _____

Routing Number: _____

Bricks R Us, Inc. will not be responsible for any chargeback items by your Donors. We will notify you if we receive such notification and deduct the amount from the next month's income that is received. If the next month is not collected by Bricks R Us, the organization will be responsible for immediate payment.

AGREED TO AND ACCEPTED BY:

_____ _____

Signature Date

_____

Print Name of Signature and Position

201 S BISCAYNE BOULEVARD 28TH FLOOR • Miami, Florida 33131
Phone: 305.931.7773 • Fax: 305.931.7774
E-Mail: info@bricksrus.com • Web: www.bricksrus.com

Commissioners Court - Regular Session **23.**

Meeting Date: 08/27/2019

Blackland Agricultural Lease extension 1606-098

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract #1606-098, Blackland Farm Lease, for the same terms and conditions as the existing contract, with the exception of an annual price change to $21,722.39, for the term of October 1, 2019 - September 30, 2020, with Ross Emory Stromberg, Jr.

Background

This is the second renewal term. The revenue of this contract will be deposited into P316. Russell Fishbeck is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Blackland Farm Lease Extension

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 10:36 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:08 AM
Form Started By: Dianne West		Started On: 08/20/2019 12:29 PM
Final Approval Date: 08/22/2019		

AGREEMENT TO EXTEND FARM LEASE

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Ross Emory Stromberg, Jr. ("Lessee") to be effective as of the last party's execution hereof.

RECITALS:

Whereas, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") for premises identified in the Lease Agreement as being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "Premises");

Whereas, the Lease Agreement's Initial Term expired on the Termination Date of September 30, 2018 per the terms of the Lease Agreement;

Whereas, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

Whereas, the Landlord and Tenant exercised the first extension option and agreed to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2018 and ending as of September 30, 2019;

Whereas, the Lessee has requested the Lease Agreement to be extended for an additional extended term of twelve (12) months beginning on October 1, 2019 and ending on September 30, 2020; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.

2. **Extension**. Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2019 and ending as of September 30, 2020 (the "Extension Period").

3. **Rent During Extension Period**. Lessee shall pay Lessor Rent in the amount of TWENTY ONE THOUSAND SEVEN HUNDRED TWENTY TWO AND 39/100 DOLLARS ($21,722.39) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period shall be paid in two (2) separate installments, with the first installment of TEN THOUSAND EIGHT HUNDRED SIXTY ONE AND 20/100 DOLLARS ($10,861.20) being due on or before May 31, 2020 and the second installment of TEN THOUSAND EIGHT HUNDRED SIXTY ONE AND 19/100 DOLLARS ($10,861.19) being due on or before September 30, 2020.

5. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

Lessor:

Williamson County, Texas

By: _____
Bill Gravell,
Williamson County Judge
Date: _____ ____, 20___

Lessee:

By: _____
Ross Emory Stromberg, Jr.
Date: August 19, 2019

Commissioners Court - Regular Session **24.**

Meeting Date: 08/27/2019

Approve Service Contract for Berry Springs Park Tree Pruning Project

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract between Quality Tree and Lawn and Williamson County for Tree Pruning Project at Berry Springs Park, in the not-to-exceed amount of $30,025.00, and authorizing the execution of the agreement.

Background

A Request for Quotation was sent to five vendors, only two of which responded with a quote for this Tree Pruning Project. Quality Tree and Lawn provided the lowest quote and Parks recommended this company to be selected. Quality Tree and Lawn performed this service last Fiscal Year and the Parks Department is satisfied with the work performed. Point of Contact is Terry Roberts. Funding source 01 0100 3101 005300, approved in FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Berry Springs Quote

Quality Tree and Lawn Quote

Signed service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 09:47 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:51 AM
Form Started By: Johnny Grimaldo		Started On: 08/21/2019 01:32 PM
Final Approval Date: 08/22/2019		

REQUEST FOR QUOTATION

Name of Project: **Berry Springs Park Tree Pruning Project**

Description of Project: **Tree pruning in accordance to attached specifications & listed, tagged trees.**

Address to Send Quotes: **Williamson County Purchasing Dept.**
ATTN: Johnny Grimaldo
johnny.grimaldo@wilco.org 512-943-1553
Cc:
Williamson County Parks Dept.
ATTN: Susan Blackledge
sblackledge@wilco.org 512-844-4820

Non-Mandatory Meeting/Site evaluation meeting: Tuesday Aug. 6, 2019 9:00AM. Meet at 1st parking lot across from the barn. Attendance is highly recommended.

Deadline for Quotes: **Friday- August 09, 2019 5pm**

It is the sole responsibility of the bidder to ensure that their request for quote is received on time. Williamson County will not assume responsibility for any delay in the submittal of this form.

Williamson County Contact for Questions:
Susan Blackledge, 512-844-4820 cell., 512-930-0040 Office, sblackledge@wilco.org

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QUOTATION FROM RESPONDENT

Company Name: _____
Company Address: _____
Contact Name: _____
Phone Number: _____ Email address: _____
Tree Removal Quote West Grove along Entrance Road # 649
$_____
Tree Removal Quote East Grove along Entrance Road # 532
$_____
Tree Removal Quote East Grove #702 up towards CR 152
$_____
Tree Removal Quote West Grove along Entrance Road # 653
$_____
Tree Removal Quote Improved Campground #774 (near site #3)
$_____

Quote for Campground area tree's : Hazard reduction pruning(broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 9 tagged trees (771,776,553,718,721,988,986,987,722)
$_____
Quote for Tonkawa Pavilion and Cemetery Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 4 tagged trees (796,842,845,846)
Tree Removal Quote Inner West Grove #806
$_____

Tree Removal Quote Inner West Grove #808
$_____
Tree Removal Quote Inner West Grove #691
$_____
Tree Removal Quote Inner West Grove #799
$_____
Tree Removal Quote Inner West Grove #696 (By Birthday Pavilion)
$_____
Tree Removal Quote Inner West Grove #697 (near Birthday Pavilion)
$_____
Playground, Birthday Pavilion, fishing pier, Casey's Pond Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 13 tagged trees (517,798,692,693,694,526,695,690,700,761,802,804,805)
$_____
Tree Removal Quote Spring Deck Area #860 and Prune dead broken limbs #862
$_____
Tree Removal Quote Primitive Campground #871 near campsite #10
$_____
Tree Removal Quote Bird viewing area #872
$_____
Tree Removal Quote West Grove #667 Road side of concrete trail
$_____
Tree Removal Quote West Grove #738 Near large wedding tree off of concrete trail.
$_____

Tree Removal Quote West Grove #735
$_____
Tree Removal Quote West Grove #902 near concrete trail by 2.5 marker
$_____
Tree Removal Quote West Grove #652 In center of grove away from trail. Tree is hollow.
$_____
Tree Removal Quote Inner West Grove Concrete trail # 670
$_____
Tree Removal Quote Inner West Grove #754
$_____
Tree Removal Quote Inner West Grove #687 by Casey's Pond. Has metal in the tree
$_____
Inner West grove inside Concrete trail and West Grove outside of Concrete trail area that includes, concrete trail and three popular wedding areas: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 22 tagged trees (813, 814, 668, 667,556,664,657,929,651,914,905,564,831,671,741,880,744,684,750,749,751,756)
$_____

This quote is good for _____ days from today's Date: _____.

Our company has current Workers Compensation Insurance and documentation can be provided upon request if awarded work: ____ Yes ____ No

Authorized signature:_____

Print Name: _____

1. Blocking of public roads shall not be permitted unless prior arrangements have been made with park staff.

2. The contractor shall provide adequate barricades, certified flag person(s), signs and/or warning devices during the performance of the tree pruning activities to protect tree workers, motorists and public.

Site Clean Up

1. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the general grounds, sidewalks, lawns and driveways with appropriate tools for the job. The site shall be returned to the same state it existed in prior to the tree pruning activities.
2. Disposal of all logs, limbs, chips and debris generated by work shall be the responsibility of the contractor. The contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris in accordance with applicable ordinances and regulations of Williamson County and the State of Texas. Large logs/trunks that need to be hauled off can be left in the park at a non-traffic area to be determined by park staff and must be hauled away by Thursday at the conclusion of the workday during each work week. The campground area, and inside the west grove inside the concrete trail should be returned to the same state they existed in prior to the tree pruning activities daily.

   If owner requests wood chips, these may be left on owner's property. Owner will take some of the wood chips if small and good for mulching flower beds, trees and shrubs. Decision will be made by park staff whether the chips are acceptable and where they are to be placed at the end of each work day.

3. Limbs temporarily placed in the roadway shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs shall not be allowed to lay on the roadway or in the park overnight.

4. All infectious diseased trees or parts of dead trees possibly harboring vectors of infectious diseases shall be removed and it shall become the contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances. Under NO circumstances shall logs from infectious diseased trees be left on site.

5. Dead trees that are cut down should have the trunk cut as close to the ground as possible. Stumps should minimal.

Protection of Property

1. The contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks, park amenities or other real or public property.

2. Sidewalks, curbs, streets irrigation heads and fence structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding property.

Overhead Utilities

1. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television utilities exist.

2. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation.

fl. LICENSES, CERTIFICATIONS AND INSURANCE

1. The Service Provider must be certified and must meet 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. Contractor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

2. All work is subject to pre and post inspection of the site and work procedures by owner.

Ill. SPECIFICATIONS AND STANDARDS

General

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National

Standards Institute Standard Z-133.1-2008 and A300-2008 or as amended.

2. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts that produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools shall be used so that clean cuts will be made at all times. All pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact.

3. It is necessary to use the three-step cutting technique on branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

4. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

5. Equipment that will damage the bark and cambium layer shall not be used on or in any tree.

6. Climbing spurs shall not be used when climbing trees, except to climb a tree to be removed or to perform an aerial rescue of an injured worker.

7. Ropes shall not come in direct contact with the crotch of the tree when tied into the tree. Friction or cambium savers are to be used when accessing and climbing the tree with rope and saddle. Rope injury from loading heavy limbs should be avoided.

8. Natural or mechanical rigging techniques shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

9. A Tree Tag Log will be provided to Contractor prior to commencement of work. Contractor's Site Supervisor shall be responsible for initially completion of required pruning for each tree immediately upon completion of work. The Contractor shall return the completed form to a designated Williamson County Parks Department employee upon completion of all required work and prior to request for payment for specified work. **Do not remove any tree tags.**

10. All work must be completed within 30 days of notice to proceed. No work will be completed on the weekend days of Sat. & Sun. Some areas of the park may be reserved for events. Should this happen, park staff will notify the contractor to avoid these areas and work in other areas during the reservation times.

IV. Payment

Payment Will be lump sum upon completion of work, park personnel verification of completed work per project specifications, and acceptance of completed work by owner.

WILLIAMSON COUNTY
TEXAS

REQUEST FOR QUOTATION

Name of Project: **Berry Springs Park Tree Pruning Project**

Description of Project: **Tree pruning in accordance to attached specifications & listed, tagged trees.**

Address to Send Quotes: **Williamson County Purchasing Dept.**
ATTN: Johnny Grimaldo
johnny.grimaldo@wilco.org 512-943-1553
Cc:
Williamson County Parks Dept.
ATTN: Susan Blackledge
sblackledge@wilco.org 512-844-4820

Non-Mandatory Meeting/Site evaluation meeting: Tuesday Aug. 6, 2019 9:00AM. Meet at 1st parking lot across from the barn. Attendance is highly recommended.

Deadline for Quotes: **Friday- August 09, 2019 5pm**

It is the sole responsibility of the bidder to ensure that their request for quote is received on time. Williamson County will not assume responsibility for any delay in the submittal of this form.

Williamson County Contact for Questions:
Susan Blackledge, 512-844-4820 cell., 512-930-0040 Office, sblackledge@wilco.org

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QUOTATION FROM RESPONDENT

Company Name: Quality Tree and Lawn
Company Address: P.O. Box 576 Leander TEXAS
Contact Name: Carl Joiner Jr.
Phone Number: (512) 435-1038 **Email address:** carljoinerjr@qualitytreeandlawn.org

Tree Removal Quote West Grove along Entrance Road # 649
$ 1,200

Tree Removal Quote East Grove along Entrance Road # 532
$ 800

Tree Removal Quote East Grove #702 up towards CR 152
$ 875

Tree Removal Quote West Grove along Entrance Road # 653
$ 675

Tree Removal Quote Improved Campground #774 (near site #3)
$ 975

Quote for Campground area tree's : Hazard reduction pruning(broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 9 tagged trees (771,776,553,718,721,988,986,987,722)
$ 1,900 option to add 722 removal $700

Quote for Tonkawa Pavilion and Cemetery Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 4 tagged trees (796,842,845,846)

Tree Removal Quote Inner West Grove #806
$ 700

Tree Removal Quote Inner West Grove #808
$ 4,500

Tree Removal Quote Inner West Grove #691
$ 1,400

Tree Removal Quote Inner West Grove #799
$ 1,600

Tree Removal Quote Inner West Grove #696 (By Birthday Pavilion)
$ 900

Tree Removal Quote Inner West Grove #697 (near Birthday Pavilion)
$ 700

Playground, Birthday Pavilion, fishing pier, Casey's Pond Area: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 13 tagged trees (517,798,692,693,694,526,695,690,700,761,802,804,805)
$ 2,600

Tree Removal Quote Spring Deck Area #860 and Prune dead broken limbs #862
$ 300

Tree Removal Quote Primitive Campground #871 near campsite #10
$ 200

Tree Removal Quote Bird viewing area #872
$ 600

Tree Removal Quote West Grove #667 Road side of concrete trail
$ 600

Tree Removal Quote West Grove #738 Near large wedding tree off of concrete trail.
$ 500

Tree Removal Quote West Grove #735
$ 500

Tree Removal Quote West Grove #902 near concrete trail by 2.5 marker
$ 500

Tree Removal Quote West Grove #652 In center of grove away from trail. Tree is hollow.
$ 400

Tree Removal Quote Inner West Grove Concrete trail # 670
$ 400

Tree Removal Quote Inner West Grove #754
$ 300

Tree Removal Quote Inner West Grove #687 by Casey's Pond. Has metal in the tree
$ 700

Inner West grove inside Concrete trail and West Grove outside of Concrete trail area that includes, concrete trail and three popular wedding areas: Hazard reduction pruning (broken, improperly pruned or dead limbs greater than 1.5" in diameter) for 22 tagged trees (813, 814, 668, 667,556,664,657,929,651,914,905,564,831,671,741,880,744,684,750,749,751,756)
$ 5,500

This quote is good for 30 *days from today's* ***Date:*** 08/09/19.

Our company has current Workers Compensation Insurance and documentation can be provided upon request if awarded work: ✓ **Yes** ____ **No**

Authorized signature: Carl Joiner Jr.

Print Name: Carl Joiner Jr.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(BERRY SPRINGS PARK TREE PRUNING PROJECT)

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 **Carl Joiner d/b/a Quality Tree and Lawn, (hereinafter "Service Provider")**, with a mailing address of P.O. Box 576, Leander, TX 78646 (512-260-9915). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Quote/Statement of Work, dated August 9, 2019, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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 X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $30,025.00.**

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.

IV.

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.

V.

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:

A. As described in the attached Quote/Statement of Work, dated August 9, 2018, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

XI.

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.

XII.

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.

XIII.

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 Contract, 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 Contract 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.

XIV.

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.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Carl Joiner Jr.
Authorized Signature	Authorized Signature
_____	Carl Joiner Jr.
Printed Name	Printed Name
Date: _____ ___, 2019	Date: August 19, 2019

Exhibit(s)
Quote/Statement of Work

Commissioners Court - Regular Session **25.**

Meeting Date: 08/27/2019

Tyler Technology Amendment

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Amendment to the Service Contract, approved on February 5, 2019 under agenda item #24, between Williamson County and Tyler Technologies Inc. to provide the License Software, maintenance and support identified on Amendment Exhibit 1 in the amount of $9,750.00 with a annual fee of $2,048.00, for a total of $11,798.00 and authorizing execution of the agreement.

Background

This agreement is for the Licensed Software, Maintenance and support which was not included in the original agreement. Department point of contact is Tammy McCulley. Funding Source 01.0100.0503.003011. Approved for FY19

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract/quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 09:26 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:39 AM
Form Started By: Andrew Portillo		Started On: 08/22/2019 08:27 AM
Final Approval Date: 08/22/2019		

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at One Tyler Drive, Yarmouth, ME 04096, and Williamson County, TX ("Client").

WHEREAS, Tyler and Client are parties to an agreement effective February 5, 2019 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076; and

WHEREAS Client desires to amend the Agreement to add the Licensed Software and related maintenance and support as detailed on the attached Amendment Exhibit 1.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The Licensed Software and maintenance and support identified on Amendment Exhibit 1 are hereby added to the Agreement.

2. License Fees identified on Amendment Exhibit 1 will be invoiced 100% upon the day we make the Tyler Software available to download.

3. Annual Maintenance and Support Fees as set forth on the Amendment Exhibit 1 will be invoiced on a prorated basis beginning on the day we make the Tyler Software available to download and continuing through the end of Client's current maintenance term. Subsequent maintenance and support fees shall be due annually in advance at Tyler's then-current rates.

4. This Amendment shall be governed and construed in accordance with the terms and conditions of the Agreement.

5. All terms and conditions of the Agreement not herein amended will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	Williamson County, Texas
By: Sherry Clark	By:
Name: Sherry Clark	Name:
Title: Sr. Corporate Attorney	Title:
Date: August 13, 2019	Date:

Exhibit A
Investment Summary

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S INCREASE
GIS Connector	$9,750	$2,048
LICENSE FEE PAYMENT TERMS	TOTAL LICENSE FEE	ANNUAL M&S INCREASE
100% upon availability to download	$9,750	$2,048
		MAINT. EFFECTIVE DATE
		*See note below

Commissioners Court - Regular Session **26.**

Meeting Date: 08/27/2019

Authorize Purchasing of Tyler Verifone Equipment through Sourcewell Purchasing Cooperative

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase agreement between Tyler Technologies and Williamson County for Low Profile Stands in the amount of $536.00 pursuant to Sourcewell Contract #110515-TTI and authorizing the execution of the agreement.

Background

This is for the Chase credit card project for Odyssey. Alison Gleason is the point of contact for this transaction. This expenditure will be charged to 0100-0503-003010 and funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Verifone Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 09:30 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:49 AM
Form Started By: Johnny Grimaldo		Started On: 08/22/2019 09:15 AM
Final Approval Date: 08/22/2019		

Sourcewell contract # 110515-TTI

Purchase Agreement

Williamson County, TX

August 21, 2019

Description	Qty	Unit Price	Ext. Price
MX915 Stand, LOW PROFILE STAND, MX9xx (ENS 367-2481)	8	67.00	536.00
Total (shipping charges not included):			**$536.00**

Tyler Technologies
Prepared by:
5101 Tennyson Parkway
Plano, TX 75024
(800) 966-6999

Prices valid for up to 30 days from date of issue

Minimum Purchase $250.00

To Authorize This Purchase Agreement

1) Review Items for Accuracy
2) Complete 'Bill To' and 'Ship To' Information
3) Note any Special Instructions (i.e. expedite shipping, invoice ASAP, etc.)
4) Include Your Purchase Order (if applicable)
5) Email to accounting dept at epayfinance@tylertech.com or return to Project Manager

Ship to (County/Court): Williamson County IT
Attn: DeAnna Saucedo
Address:
Williamson County Technology Services
301 S.E. Inner Loop, Suite 105
Georgetown, Texas 78626
Phone #: (512) 943-1497
Email Address: dsaucedo@wilco.org

Bill to:
Williamson County Technology Services
301 S.E. Inner Loop, Suite 105
Georgetown, Texas 78626

Authorized Signature *Date*

Commissioners Court - Regular Session **27.**

Meeting Date: 08/27/2019

2017 Capital Improvement Programs Budget Transfers

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2017 Capital Improvement Program Budget Transfer to move $2,017.54 from Software Defined Network (P511) to SoftCode – Constables' Offices (P510).

Background

This transfer is necessary to make funds available for costs associated with the maintenance and support for the first two years that was not originally accounted for and has been reviewed by IT.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:52 AM
Form Started By: Emmeline Hawkins		Started On: 08/22/2019 09:20 AM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **28.**

Meeting Date: 08/27/2019

2018 Capital Improvement Programs Budget Transfers

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2018 Capital Improvement Program Budget Transfer to move $9,872.46 from Public Safety Vehicle/Body Cameras (P473) to SoftCode – Constables' Offices (P510).

Background

This transfer is necessary to make funds available for costs associated with the maintenance and support for the first two years that was not originally accounted for and has been reviewed by IT. The SoftCode – Constables' Offices (P510) project is currently funded in the 2017 Capital Improvement Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 09:56 AM
Form Started By: Emmeline Hawkins		Started On: 08/22/2019 09:21 AM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **29.**

Meeting Date: 08/27/2019

Cash donation for VA from Gina Weesner for Sheriff's Office

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Victim Assistance Division from Gina Weesner in the amount of $200.00 pursuant to Tex. Loc. Gov't Code 81.032.

Background

Gina Weesner serves as a Sheriff's Office VA volunteer and wanted to make a cash donation to the VA Division.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2019 04:53 PM
Form Started By: Starla Hall		Started On: 08/21/2019 01:37 PM
Final Approval Date: 08/21/2019		

Commissioners Court - Regular Session **30.**

Meeting Date: 08/27/2019

Rancho Sienna MUD Standard Agreement 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 regarding approval and receipt of the Standard Vehicle Useage Agreement with Williamson County Municipal Utility District No. 12 regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for Rancho Sienna MUD to contract County Deputies in a private capacity and the County to invoice Rancho Sienna MUD for deputies' vehicle usage. The current agreement expires on September 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County MUD #12

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2019 05:55 PM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 08:33 AM
Form Started By: Starla Hall		Started On: 08/21/2019 03:04 PM
Final Approval Date: 08/22/2019		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF 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 SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'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 SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when 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 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 the 1st day of October, 2019 and shall terminate on September 30, 2020, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2020, and October 1, 2021. It must be revisited with proper approvals from the

applicable governing bodies and elected official(s) for the fiscal year beginning October 1, 2022.

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 SHERIFF'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:

SHERIFF'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 1099 forms 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 County Municipal Utility District No. 12

Signature: _____

Printed Name: Hagen McMahon, Jr.

Title: President, Board of Directors

Date: August 8, 2019

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 8-21-19, 2019

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

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:_____

Hon. Bill Gravell
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 **31.**

Meeting Date: 08/27/2019

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, Sgt. Dianna Hernandez, to be designated as the Local Rabies Control Authority (LRCA) effective August 27, 2019 for the purposes of the Rabies Control Act of 1981.

Background

Sgt. Dianna Hernandez is the supervisor over the Animal Control Unit and has taken the proper coursework to be eligible as the LRCA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRCA-Hernandez designation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:10 AM
Form Started By: Starla Hall		Started On: 08/22/2019 08:03 AM
Final Approval Date: 08/22/2019		

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 **Sgt. Dianna Hernandez** (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 August 27, 2019 (date).

AUTHORIZING PERSON'S NAME (print): Bill Gravell

AUTHORIZING PERSON'S TITLE: County Judge

AUTHORIZING PERSON'S SIGNATURE: _____

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

NAME: Dianna Hernandez

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: Sergeant

TELEPHONE: 512-688-9853

FAX: 512-943-1444

E-MAIL ADDRESS: dhernandez@wilco.org

RETURN THIS FORM TO:

Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504

Commissioners Court - Regular Session **32.**

Meeting Date: 08/27/2019

Advertisement Approval 2078 RFQ Parking Garage Limited Structural Assessment

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Williamson County Parking Garage Limited Structural Assessment under RFQ #2078.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in a limited structural assessment of the County Parking Garage. Recent geotechnical survey reports and other pertinent information and reports will be made available to the awarded firm. Contract term will be for 6 months with the possibility of 1 renewal. Estimated contract amount will be determined after submittals have been reviewed. Funding source capital project funds. Point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 10:33 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:07 AM
Form Started By: Thomas Skiles		Started On: 08/19/2019 10:18 AM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **33.**

Meeting Date: 08/27/2019

Sheriff's Office Training Center P323 - MWM WA#2

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $45,000.00 to expire on August 31, 2020 under Williamson County Contract for Architectural and Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for the Sheriff's Office Training Center P323, to design the vehicle storage building.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MWM WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/20/2019 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 08/20/2019 08:05 AM
Final Approval Date: 08/20/2019		

WORK AUTHORIZATION NO. 2

PROJECT: SO Training Building P323

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated January 30, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and MWM Design Group (the "A/E").

Part1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $45,000.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on August 31, 2020. The Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

A/E:	COUNTY:
MWM DesignGroup, Inc.	Williamson County, Texas
By: 	By: _____
Signature	Signature
Julia Harrod	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by A/E

www.mwmdesigngroup.com
TBAE Firm Registration No.: 1452
TBPE Firm Registration No.: F-1416
TBPLS Firm Registration No.: 10065600

Date: 12 August 2019
Subject: Professional Services Agreement
Project: Williamson County Sheriff's Training Center Improvements
Owner: Williamson County
Contact: Bob Lubecker, Project Manager
512-943-1625
Address: Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

Enclosures: Attachment A: Breakdown of Fees
Attachment B: Encotech Proposal
Attachment C: Jose I. Guerra Proposal

Williamson County (Owner) has requested a proposal from MWM DesignGroup (MWM) and its subconsultants for improvements to the existing Williamson County Sheriff's Office Training Center located at 8160 Chandler Road in Georgetown, Texas.

SUMMARY OF PROJECT ELEMENTS

New Vehicle Storage Building

Design of a new approximately 30'x36' vehicle storage building. This will be a fully enclosed, conditioned building containing plumbing facilities (shop sink and hose bibs). Building will utilize a pre-engineered metal building (PEMB) structural system, cladding and insulation with doors and windows furnished by (or through) the metal building manufacturer.

SUMMARY OF PROFESSIONAL SERVICES

All professional services will be provided by MWM in accordance with the General and Supplemental Terms and Conditions of the Agreement, clarified as follows.

Schematic Design Phase
Upon NTP, MWM shall work with Owner to determine preferred preliminary designs for the project elements and on the basis thereof complete Schematic Design documents, including plans and specifications, for the project. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes a cost estimate on the basis of parametric cost data. The Schematic Design submittal will not include detailed structural, mechanical, electrical, or plumbing design.

It is anticipated that SD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

Design Development

One formal submittal of documents for Owner review shall be made at the conclusion of the Design Development Phase (60% Design Phase). The submittal shall include a project manual and drawings from all disciplines, including structural, civil, mechanical, and electrical engineers.

This phase includes not more than two formal meetings with project stakeholders. This phase includes an updated cost estimate. It is anticipated that DD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

Construction Documents

Two formal submittals of documents for Owner review shall be made during the Construction Documents Phase, nominally at 90% and 100% completion of the design, for QA/QC review and coordination with the procurement documents. The submittals shall include a project manual and drawings.

This phase includes an updated cost estimate. This phase includes not more than two formal meetings with project stakeholders.

It is anticipated that CD phase will take 45 (calendar) days exclusive of the timeline for Owner reviews of the 90% and 100% submittals.

Permitting

This proposal includes preparation and submittal of applications and supporting documentation for building and site plan correction. This proposal does not include payment of permit fees nor does it include as basic services processing of waivers, variances, or requests for alternative compliance.

For this project compliance with applicable laws, rules and regulations is understood to include securing regulatory approval from Williamson County.

Permit and review fees are not included in this proposal.

Bid and Award Phase Service

This proposal assumes the project will be bid in one package. This proposal presumes not more than one project pre-bid conference meeting, in total, will be scheduled for this phase.

Construction Phase Services

MWM will perform basic construction administration services. This proposal includes not more than eight project construction meetings, site visits, site observations, and walkthroughs, in total, which will be scheduled for this phase at times and locations to be agreed upon by MWM and Owner, including meetings more specifically described elsewhere (e.g. preconstruction conference and progress meetings). MWM shall arrange the presence of other members of the design team (e.g.

civil, structural, and MEP engineers) only at those site visits relevant to their individual design responsibilities: not all members of the design team will be present at all site visits and meetings.

Site visits and site observations will be conducted in conjunction with project construction meetings, for the purposes of confirming that the contractor is proceeding in ostensible compliance with the approved Construction Documents. Periodic reports will be issued by MWM only for the sites visited, although MWM may issue at its discretion supplemental memoranda and observation reports. Site visits shall include observations of the work at project milestones to be agreed upon by Owner and MWM and identified in the project manual as required special inspections.

This proposal presumes a total construction duration of not more 4 months.

Post-Construction Phase Services

For the project, MWM will perform limited Post-Construction phase services, including provision of a warranty walk-through and deficiency report on (or about) the first anniversary of substantial completion. This proposal presumes not more than one project post-construction meetings, in total, will be scheduled for this phase or as otherwise requested by Owner.

SCHEDULE OF COMPENSATION

The project shall be invoiced on an hourly basis, in accordance with the following summary:

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	17.00	$ 1,790.00		$ -		$ 1,790.00
Survey Phase Profile	15.00	$ 2,552.00		$ -		$ 2,552.00
Design Development	25.50	$ 2,782.50		$ 3,169.00		$ 5,951.50
Construction Documents	42.00	$ 4,860.00		$ 14,569.50		$ 19,429.50
Bid-Award-Execution	4.50	$ 697.50		$ 1,085.00		$ 1,782.50
Construction Phase	26.50	$ 3,627.50		$ 5,650.00		$ 9,277.50
Post-Construction Phase	2.50	$ 387.50		$ -		$ 387.50
TOTALS	133.00	$ 16,697.00		$ 24,473.50		$ 41,170.50
Reimbursible Expenses (Allowance)		$ 3,000.00		$ -		**$ 3,000.00**

Invoices will be issued monthly (or as project conditions dictate) in accordance with ARTICLE 5 of the prime agreement.

Reimbursable Allowance is designated in accordance with EXHIBIT E of the prime agreement. The Reimbursable Allowance shall specifically apply to the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

GEOTECHNICAL ENGINEERING

At the request of Client, project elements will be designed on the basis of the geotechnical reports prepared for the existing Sheriff's Office Training Center.

TDLR

The project is required to be reviewed and inspected by a State Licensed Registered Accessibility Specialist (RAS). MWM will retain the services of a RAS, with fees projected between $1,200 and $2,500 to be paid by MWM as reimbursable expenses.

ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties and will be billed at the hourly rates cited in the A/E Professional Services Agreement.

ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Project is located in an unincorporated area of Williamson County.
2. Design documents will be prepared as a single coordinated set of construction documents for issuance as a single construction project.

EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: hazardous building material assessments; hazardous building material abatement plans; professional services pertaining to LEED registration; processing of waivers and/or variances; construction material testing; obtaining title commitments, title and easement report(s) or abstracts of title; detailed topographic survey (other than establishment of ground profile for screen wall installation; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and professional services other than as are specifically enumerated under SUMMARY OF PROFESSIONAL SERVICES above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Concealed existing conditions may materially alter the scope of the project in a manner not provided for in this contract. Likewise, active or pending legal disputes involving property ownership, environmental status, governmental or departmental jurisdiction, prior permits, or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services

necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

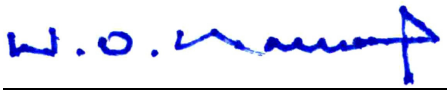
TEXAS BOARD OF ARCHITECTURAL EXAMINERS

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architectural Registration Law, Texas Civil Statutes, Article 249a.

LAND SURVEYING

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

Approved:



MWM DesignGroup, Inc.

12 August 2019
Date

MWM DesignGroup Fee Calculation

Page Attachment A: Page 1 of 9

Date 8/12/2019

Subprojec 8160 Chandler Road

MWM DesignGroup Billable Rates

Labor Categories					
PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN
$290.00	$210.00	$155.00	$125.00	$90.00	$75.00

Professional Fees per Phase (see attached Backup)

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	17.00	$ 1,790.00		$ -		$ 1,790.00
Survey Phase Profile	15.00	$ 2,552.00		$ -		$ 2,552.00
Design Development	25.50	$ 2,782.50		$ 3,169.00		$ 5,951.50
Construction Documents	42.00	$ 4,860.00		$ 14,569.50		$ 19,429.50
Bid-Award-Execution	4.50	$ 697.50		$ 1,085.00		$ 1,782.50
Construction Phase	26.50	$ 3,627.50		$ 5,650.00		$ 9,277.50
Post-Construction Phase	2.50	$ 387.50		$ -		$ 387.50
TOTALS	133.00	$ 16,697.00		$ 24,473.50		$ 41,170.50
Reimbursible Expenses (Allowance)		$ 3,000.00		$ -		**$ 3,000.00**

Primary Subconsultant Fees per Phase (see attached Backup)

	Jose Guerra		Encotech		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design		$ -		$ -		$ -
Design Development		$ 3,169.00		$ -		$ 3,169.00
Construction Documents		$ 1,869.50		$ 12,700.00		$ 14,569.50
Bid-Award-Execution		$ 185.00		$ 900.00		$ 1,085.00
Construction Phase		$ 1,850.00		$ 3,800.00		$ 5,650.00
Post-Construction Phase		$ -		$ -		$ -
TOTALS	-	$ 7,073.50	-	$ 17,400.00		**$ 24,473.50**
Reimbursible Expenses (Allowance)		$ -		$ -		**$ -**

MWM DesignGroup Fee Calculation

Page **Attachment A: Page 4 of 9**

Date **8/12/2019**

Subprojec **8160 Chandler Road**

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Schematic Design								
	Completion and documentation of internal QAQC review and response	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Prepare, for approval by the OWNER, Schematic Design Documents	0.00	0.00	2.00	0.00	12.00	0.00	14.00
	Prepare preliminary specifications for the OWNER's review	0.00	0.00	1.00	0.00	1.00	0.00	2.00
	Hours Subtotal	0.00	0.00	4.00	0.00	13.00	0.00	17.00
	Subtotal (hours * rate)	$ -	$ -	$ 620.00	$ -	$ 1,170.00	$ -	$ 1,790.00

MWM DesignGroup Fee Calculation

Page **Attachment A: Page 5 of 9**

Date **8/12/2019**

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Design Development								
	Prepare for OWNER's approval, Design Development Documents	0.00	0.00	6.00	0.00	16.00	0.00	22.00
	Prepare detailed specifications and to the OWNER for review	0.00	0.00	0.50	0.00	2.00	0.00	2.50
	Prepare Class B Opinion of Probable Construction Cost	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Hours Subtotal	0.00	0.00	7.50	0.00	18.00	0.00	25.50
	Subtotal (hours * rate)	$ -	$ -	$ 1,162.50	$ -	$ 1,620.00	$ -	$ 2,782.50

MWM DesignGroup Fee Calculation

Page **Attachment A: Page 6 of 9**

Date **8/12/2019**

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Construction Documents								
	prepare Construction Documents in compliance with the OWNER's requirements	0.00	0.00	4.00	0.00	16.00	0.00	20.00
	Prepare Class A Opinion of Probable Construction Cost	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Make final modifications and corrections to Construction Documents	0.00	0.00	0.00	0.00	2.00	0.00	2.00
	Building/Site Permit processing	0.00	0.00	12.00	0.00	0.00	6.00	18.00
	Furnish Bid Documents to OWNER at least 14 days prior to advertisement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Hours Subtotal	0.00	0.00	18.00	0.00	18.00	6.00	42.00
	Subtotal (hours * rate)	$ -	$ -	$ 2,790.00	$ -	$ 1,620.00	$ 450.00	$ 4,860.00

MWM DesignGroup Fee Calculation

Page **Attachment A: Page 7 of 9**

Date **8/12/2019**

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Bid-Award-Execution Phase Services								
	Participate in or conduct a pre-bid conference	0.00	0.00	1.50	0.00	0.00	0.00	1.50
	Prepare addenda	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Attend bid opening	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Hours Subtotal	0.00	0.00	4.50	0.00	0.00	0.00	4.50
	Subtotal (hours * rate)	$ -	$ -	$ 697.50	$ -	$ -	$ -	$ 697.50

MWM DesignGroup Fee Calculation

Page **Attachment A: Page 8 of 9**

Date **8/12/2019**

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Construction Phase Services								
	Attend and draft complete minutes of each project construction meeting	0.00	0.00	8.00	0.00	0.00	4.00	12.00
	Review and evaluate the Contractor's Applications for Payment	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Respond within 7 days to all equests for information, claims, disputes…	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Review, approve, or take other appropriate action upon Contractor submittals	0.00	0.00	4.00	0.00	0.00	2.00	6.00
	Within twenty-four (24) hours of the OWNER's inspection, provide punchlist	0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Prepare and issue a certificate of Substantial Completion within 3 days	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Make an on-site review within 7 days of notice of final completion	0.00	0.00	1.50	0.00	0.00	0.00	1.50
	Hours Subtotal	0.00	0.00	20.50	0.00	0.00	6.00	26.50
	Subtotal (hours * rate)	$ -	$ -	$ 3,177.50	$ -	$ -	$ 450.00	$ 3,627.50

MWM DesignGroup Fee Calculation

Page **Attachment A: Page 9 of 9**

Date **8/12/2019**

Subprojec 8160 Chandler Road

TASK DESCRIPTION		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Post-Construction Phase Services								
	Assist and represent the OWNER with malfunctions or deficiencies of the Work	0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Perform an on-site review of the Work at one year anniversary of completion	0.00	0.00	1.50	0.00	0.00	0.00	1.50
	Hours Subtotal	0.00	0.00	2.50	0.00	0.00	0.00	2.50
	Subtotal (hours * rate)	$ -	$ -	$ 387.50	$ -		$ -	$ 387.50

August 13, 2019

Owen Harrod
Senior Project Architect, MWM Design Group
305 East Huntland Drive
Austin, TX 78752

P: (512) 453-0767
E: owenh@mwmdesigngroup.com

Re: **Williamson County Sherriff's Facility —Hutto, TX**
Mechanical & Electrical Engineering and Design Services
Vehicle Building

Dear Owen,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for services on the above referenced project to MWM Design Group, the "Client."

SCOPE

Williamson County Sherriff's Facility , the "Project," consists of a new vehicle storage building located on Chandler Road in Hutto, TX.

The scope of work for the new single story two bay vehicle storage building will be mechanical, electrical and plumbing as described below.

The estimated project schedule includes three (3) months for design and four (4) months for construction.

BASIC SERVICES

Basic Services include engineering and design services to prepare design documents. Basic Services shall include:

1. Coordination with the Client to determine project requirements.
2. Review of the Client's drawings and advise the Client on any engineering-related issues and requirements.
3. Perform engineering calculations and design.
4. Attend periodic design coordination meetings not to exceed one (1).
5. Mechanical Design for the vehicle storage building shall include the following:
    a. Sizing and scheduling of single-zone HVAC equipment, including one (1) air-cooled split system, one (1) exhaust fan and gravity condensate drainage.
    b. Design of ductwork.
    c. Design and location of air registers, grills and temperature sensors.
    d. HVAC details as necessary.
6. Electrical Design for the vehicle storage building shall include the following:
    a. Lighting and power outlet layout and circuiting.
    b. Load analysis, service riser, panelboards, and wire sizing.
    c. Coordination with local utility company for electrical service to the site.
    d. Electrical details as necessary.
7. Plumbing Design for the vehicle storage building shall include the following:
    a. Domestic water and wastewater load analysis for one (1) shop sink only; provide sizing, layout and riser diagrams.
    b. Plumbing details.
8. Make plan revisions via one (1) comprehensive set of comments as required by Owner.
9. Make plan revisions via one (1) comprehensive set of comments as required by the local jurisdiction during the City of Hutto, TX building plan review.
10. Provide the following deliverables:

a. Drawings in PDF format for the phases described below.
b. Specifications as notes on drawings.

PHASE	DRAWINGS	PERMITTED USE
Construction Drawings and Specifications	Permit	Permit
	100%	Bidding & Construction
Bidding and Negotiations	Addenda	Bidding & Construction

LIMITED CONSTRUCTION PHASE SERVICES

1. Review of those submittals identified in the Engineer's specifications.
2. Respond to Request for Information (RFI) documents.
3. Review shop drawings and submittals as requested by the Client.
4. Perform periodic site observation visits not to exceed two (2) MEP site observation visits. Provide written reports to the Client.
   a. Reports shall list items observed which are not in compliance with the Contract Documents.
   b. All reports shall be directed to the Client for Contract Administration.
   c. Site visits will not be continuous nor exhaustive.
   d. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews. The Engineer is not responsible for the Contractor's performance of the work. The Contractor is responsible for any deviation from the Contract Documents.
   e. The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
   f. The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

ASSUMPTIONS AND CONDITIONS

The scope of work services presented herein and associated fee amounts are based upon the Engineer's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, the Engineer wishes to inform the Client and/or Owner that this proposal is based on the following documents, assumptions and conditions:

1. Scope described herein is based on email with scope description and link to downloadable files from MWM Design Group ("MWM") dated March 13, 2019, as well as phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
2. Compensation shall be adjusted upwards if the building floor area increases.
3. Where required, the Client shall select lighting fixtures and submit the cut sheets to the Engineer.
4. The Client shall provide reflected ceiling plan layout and work with the Engineer on RCP revisions, electrical outlet locations and all plumbing and lighting fixtures.
5. All coordination with end user shall be performed by Client, and Encotech shall coordinate directly with Client.
6. Project will be designed concurrently with all areas of work indicated on a single package of drawings, and project is understood to be built as a single construction project (not phased).
7. MEP drawings will be prepared in AutoCAD.

COMPENSATION

The lump sum fee to provide Basic and Limited Construction Services shall be:

PHASE DESCRIPTION	MEP
95% Construction Drawings & Specifications for Permit	$8,100.00
100% Construction Drawings & Specifications for Bid/Construction	$4,600.00
Bidding and Negotiations	$900.00
Construction Administration	$3,800.00
TOTAL	**$17,400.00**

REIMBURSABLE

Reimbursable expenses shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents
2. Expedited shipping, mailing, courier expenses
3. Mileage outside the Austin area
4. Travel expenses such as vehicle rental, airfare, meals and lodging

ADDITIONAL SERVICES

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the Engineer. Therefore, such engineering work will be performed as Additional Services. All Additional Services shall be conducted on an hourly rate basis as per the rates table in the Williamson County 2019 Rotation List.

The Engineer will perform Additional Services only with written approval and agreement by the Client. Such work may include but not limited to:

1. Major revisions to work product once initially approved by the Client/Owner.
2. Redesign and drawing revisions due to change of scope after the issuance of Construction Drawings and Specifications.
3. Changes or increases in Project Scope or Scope of Engineering Services resulting from project Assumptions and Conditions as defined in the proposal which prove to be incorrect.
4. Any additional work not specifically included in this Scope of Services.
5. Work required by the enactment or revisions of codes, laws or regulations after the preparation of documents.
6. Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
7. Work associated with the preparation of as-built drawings.
8. Value Engineering Services.
9. Building Commissioning.
10. Energy Modeling.

EXCLUSIONS

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Means and Methods of Construction.
2. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
3. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
4. Civil Engineer shall design all site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. Design of Security, Telephone and CCTV Systems, Fiber Optics, Computer Network Systems and any other special systems are not in our scope of work. The Engineer will coordinate power to such systems if load information is provided in advance by the Owner/Client.
6. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. For the Vehicle Storage Building, the Engineer will indicate the location of the Fire Riser in the fire sprinkler room. The Engineer will coordinate power to such systems if load information is provided in advance by Owner/Client. The Engineer will provide unsealed performance specifications for Fire Protection and Fire Alarm; these specifications will be included in the engineering bid package for the purposes of distribution to a licensed Contractor who will in turn provide a bid for such services. The awarded Contractor shall ultimately be responsible for the detailed design of such systems, including device quantities, device layout in conjunction with the Architectural plans and intended usage for each room, pipe sizing, pipe routing, , field coordination with all trades, etc.
7. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to such systems if load information is provided in advance by Client.
8. Underbuilding drainage design shall be by the Civil Engineer.
9. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
10. Emergency power services (generator, UPS, etc).

11. MEP work associated with the new wall described in email from MWM Design Group ("MWM") dated March 13, 2019 shall not be required per phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
12. This project shall not be a LEED project.
13. Structural design shall be by Others and is not included.
14. Designs for Storm and Gas piping are not anticipated.

CLIENT PROVIDED SERVICES

1. The Client/Owner shall furnish the Engineer with full information as to the Client/Owner project requirements including special considerations or special services needed, and also to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings if available.
3. Electronic backgrounds shall be provided to the Engineer in AutoCAD (DWG or DXF) format or Revit (RVT) format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include the Client's Title Block and its required fonts and logos. Architectural backgrounds should include building plans, building sections, roof plan, RCP, wall sections, and awning/overhead structure details if applicable.
4. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, BTUs, heat generation, etc.) prior to commencing design.
5. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
6. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.

RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.

Please call us if you have any questions. Thank you for the opportunity to work with you.

Sincerely,

Ali Khataw, PE
President & CEO

Patrick Morrissey, PE, LEED AP
Associate Principal

Agreed and Accepted by Authorized Corporate Officer of:

Legal Entity Name

Signature

Print Name

Title

Date

TERMS & CONDITIONS

The Engineer shall perform the services outlined in the proposal / agreement for the stated fee arrangement. The terms and conditions shall be as follows:

Dispute Resolution

Any claims or disputes made during design, construction, or post-construction between the Client and the Engineer shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, sub-contractors, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services, or on a monthly basis. Invoices are due upon receipt. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services. Payment to the Engineer shall be made within two weeks after receiving payment from the Owner.

At the time of submission of sealed drawings for permit (by the Architect/Interior Designer), the Engineer should receive payment for 90% of the contracted fee for design phase services. The remaining 10% of contract fee shall be due within seven (7) days of the issue date of permit(s).

Late Payments

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected to existing conditions of the project or with the performance by any of the parties named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees, and Warranties

The Engineer shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses immediately arising out of this agreement from any cause or causes, shall not exceed the amount of our design fees. Such Causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Betterment

If, due to the Engineer's negligence, a required item or component of the Project is omitted from the Engineer's construction document, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Termination of Services

This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations there under. In the event of termination, the Client shall pay the Engineer for all the services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

April 3, 2019

Dr. Owen Harrod
MWM Design Group
305 E. Huntland Drive Suite 200
Austin, Texas 78752

Re: Williamson County Sheriff's Office Training Center
Williamson County Small Project Architectural Services
Hutto, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Structural Engineering Services for the above referenced project.

Sheriff's Office Training Center Facilities – Structural
The Scope of Work is based upon the information e-mailed to our office on March 13, 2019. The new facilities include:

1. Foundations and slab for a 30ft x 36ft (approx.) prefabricated, enclosed vehicle storage building;
2. Foundations and slab for a 20ft x 30ft (approx.) prefabricated ammunition storage building;
3. Foundations for the prefabricated screen walls. Note the screen walls will be provided by a screen wall vendor.

A. Scope of Work

General

- Specifications will be presented in book form and CSI format.
- AutoCad plans will be provided by MWM DesignGroup (MWM) for use by Guerra in developing the design/construction drawings.
- Construction drawings will be prepared using AutoCad 2019.
- Note as-built drawings of the existing structures on site, if any, are required.
- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
- One (1) site visit to verify existing conditions.

- One (1) Design/Review Meeting with MWM DesignGroup and/or Williamson County staff is included in our scope of work.

- Preparation and submission of three (3) deliverable packages is included in our scope of work..

- Engineering consultation during bidding/construction, shop drawing review and engineering representation for up to four (4) on-site construction observation visit is included in our scope of work.

- One (1) warranty phase site walk-through.

- This proposal is based on the assumption that a complete and accurate geotechnical report intended for this project will be provided to Guerra for use in developing the foundation design.

Services Not Included:

- Special inspection services as defined by the International and Uniform Building Codes.

- Testing (destructive or non-destructive) of system materials or components.

- Preparation of detailed construction cost estimates.

- Attendance at Public Outreach Meetings

- Plan check processing and permitting through governmental agencies.

Compensation

The Scope of Work defined above will be performed on an hourly, not-to-exceed basis as detailed in the attached Fee Estimate Worksheet, and as summarized below:

Design Phase Services	**$ 15,347.00**
Bidding Phase Services	**$ 740.00**
Construction and Post-Construction Phase Services	**$ 6,060.00**
Total Fee	**$ 22,147.00**

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees nor anticipated.

Additional services, if required and requested in writing by your office, will be negotiated prior to commencing added scope of work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between MWM and the Williamson County.

Jose I. Guerra, Inc. is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with MWM.

If this proposal is satisfactory, please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,
JOSE I. GUERRA, INC.



Yan Cheung, P.E.
Project Manager/Senior Structural Project Engineer

Attachments:

Accepted by:_____ Date:_____

ATTACHMENT A

Hourly Rate Schedule
Williamson County
January 1, 2019

Principal	$225.00
Senior Project Manager	$185.00
Senior Project Engineer	$185.00
Project Manager	$158.00
Project Engineer	$158.00
Senior Design Engineer	$145.00
Senior Designer	$120.00
Design Engineer	$110.00
Designer	$100.00
CAD/BIM Manager	$ 95.50
Senior CAD/BIM Technician	$ 85.00
CAD/BIM Technician	$ 80.00
Administrative Assistant	$ 74.00
Expert Witness Testimony	$290.00

SUB CONSULTANT - FEE ESTIMATE WORKSHEET	
HOURLY BY TASK LABOR BREAKDOWN	
Williamson County Small Project Architectural Services	
Sheriff's Office Training Center Facility, Design/Bid/CA	
Date	4/3/2019
Sub Consultant Name:	**Jose I. Guerra, Inc.**
Discipline Services Provided:	**Structural Engineering**
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

	Personnel Title	Principal		Senior Project Manager		Senior Project Engineer		Senior Design Engineer		Design Engineer		CAD/BIM Manager		Senior CAD/BIM Technician		CADD/BIM Technician		Administrative Assistant		TOTAL	
	Willamson County Approved Rates/Hr	$225.00		$185.00		$185.00		$145.00		$110.00		$95.50		$85.00		$80.00		$74.00			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
1	**Design Development**																				
1.1	Design/Review Meetings (1)		$0.00	3	$555.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$555.00
1.2	Site visit to verify existing conditions (1)		$0.00	3	$555.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$555.00
1.3	Submittal (1) and address review comments		$0.00	10	$1,850.00		$0.00		$0.00	18	$1,980.00	20	$1,910.00		$0.00		$0.00		$0.00	48	$5,740.00
2	**Construction Documents**																				
2.1	Submittal (2) and address review comments	1	$225.00	14	$2,590.00		$0.00		$0.00	26	$2,860.00	28	$2,674.00		$0.00		$0.00	2	$148.00	71	$8,497.00
	Sub Total	**1**	**$225.00**	**30**	**$5,550.00**	**0**	**$0.00**	**0**	**$0.00**	**44**	**$4,840.00**	**48**	**$4,584.00**	**0**	**$0.00**	**0**	**$0.00**	**2**	**$148.00**	**125**	**$15,347.00**
3	**Bidding Phase**		$0.00	4	$740.00		$0.00		$0.00		$0.00	0	$0.00		$0.00		$0.00		$0.00	4	$740.00
	Sub Total	**0**	**$0.00**	**4**	**$740.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$740.00**
4	**Construction Administration Phase**																				
4.1	Submittal review and RFI		$0.00	8	$1,480.00		$0.00		$0.00	8	$880.00		$0.00		$0.00		$0.00		$0.00	16	$2,360.00
4.2	Construction Phase Site Visit and report (4)		$0.00	16	$2,960.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	16	$2,960.00
5	**Post-construction Phase site walk-through (1)**		$0.00	4	$740.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$740.00
	Sub Total	**0**	**$0.00**	**28**	**$5,180.00**	**0**	**$0.00**	**0**	**$0.00**	**8**	**$880.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**36**	**$6,060.00**
REIMBURSABLE EXPENSES																					
TOTAL LABOR and EXPENSES																					**$22,147.00**

Attachment C - Work Schedule

A work schedule will be determined in the course of the project when sufficient information is available.

Attachment D - Fee Schedule

Exhibit D

RATE SCHEDULE

MWM DesignGroup, Inc.

Civil Engineering Principal	$ 290.00
Surveying Principal	$ 274.00
Licensed Professional IV / Sr Project Manager	$ 210.00
Licensed Professional III / Sr Project Manager	$ 190.00
Licensed Professional II / Project Manager	$ 155.00
Licensed Professional I / Project Manager	$ 141.00
Engineering/Arch Support Staff II	$ 125.00
Engineering/Arch Support Staff I	$ 90.00
CAD Manager	$ 122.00
Sr Technician III	$ 103.00
Technician II	$ 90.00
Technician I	$ 75.00
3 Person Field Crew	$ 210.00
2 Person Field Crew	$ 160.00

Jose I. Guerra, Inc.

Principal	$225.00
Senior Project Manager	$185.00
Senior Project Engineer	$185.00
Project Manager	$158.00
Project Engineer	$158.00
Senior Design Engineer	$145.00
Senior Designer	$120.00
Design Engineer	$110.00
Designer	$100.00
CAD/BIM Manager	$ 95.50
Senior CAD/BIM Technician	$ 85.00
CAD/BIM Technician	$ 80.00
Administrative Assistant	$ 74.00
Expert Witness Testimony	$290.00

Exhibit D

RATE SCHEDULE

ENCOTECH ENGINEERING CONSULTANTS	HOURLY RATE	TX REGISTRATION NO. F-1141
PRINCIPAL:	$ 300.00	
PROJECT ENGINEER VI:	$ 265.00	
PROJECT ENGINEER V:	$ 230.00	
PROJECT ENGINEER IV:	$ 210.00	
PROJECT ENGINEER III:	$ 185.00	
PROJECT ENGINEER II:	$ 155.00	
PROJECT MANAGER II:	$ 155.00	
PROJECT MANAGER I:	$ 135.00	
GRADUATE ENGINEER V:	$ 125.00	
GRADUATE ENGINEER IV:	$ 115.00	
GRADUATE ENGINEER III:	$ 110.00	
GRADUATE ENGINEER II:	$ 105.00	
GRADUATE ENGINEER I:	$ 100.00	
CAD / DESIGNER III:	$ 116.10	
ADMINISTRATIVE I:	$ 70.00	

Commissioners Court - Regular Session **34.**

Meeting Date: 08/27/2019

Rifeline LLC WA5 Subdivision Regulations

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $20,005.00 to expire on April 1, 2020 under Williamson County Contract for Public Involvement Services between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rifeline LLC WA5 Subdivision Regulations

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2019 05:55 PM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 08:31 AM
Form Started By: Vicky Edwards		Started On: 08/20/2019 04:21 PM
Final Approval Date: 08/22/2019		

WORK AUTHORIZATION NO. 5
SUBDIVISION REGULATIONS

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and Rifeline, LLC ("Firm") on March 26, 2019 ("Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**
   Firm shall provide the following Services:

   The Firm will provide the following public involvement services for Subdivision Regulations: Develop annotated agenda, email notifications and updates, meeting summary report including comments and questions compilation, maintain stakeholder database, coordinate logistics for subcommittee meeting, facilitate subcommittee meeting, engage with stakeholders through phone and email, review and edit subcommittee meeting presentation slides, and participate in coordination meetings.

2. **County's Responsibilities (if applicable):**
   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings as necessary, preparation of strategy and materials.

3. **Compensation Specific to this WA:**
   The maximum amount of compensation payable for Services under this WA without modification is **$20,005.00**.

4. **Expenses Specific to this WA (if applicable):**
   The County will pay the Firm up to a maximum amount of **$3,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**
   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**
   The Services to be performed under this WA shall be completed on or before April 1, 2020.

7. **Incorporation by Reference; Conflicting Terms and Conditions:**
   All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to

execute and deliver this WA effective as of the date of _____, 2019.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: 08/20/19

WILLIAMSON COUNTY, TEXAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Task	Principal $ 200.00	Sr. Public Involvement Officer $ 160.00	Public Involvement Officer $ 120.00	Jr. Public Involvement Officer $ 75.00	Administrative $ 50.00	Total
Develop annotated agenda (including revisions)	6	8	0	0	0	$ 2,480.00
Draft email notifications and updates	1	3	5	0	0	$ 1,280.00
Develop meeting summary report including comments and questions compilation	1	5	10	0	0	$ 2,200.00
Maintain stakeholder database	0	2	5	0	0	$ 920.00
Coordinate subcommittee meeting logistics	1	8	8	0	0	$ 2,440.00
Attend and facilitate subcommittee meeting	5	5	5	5	0	$ 2,775.00
Review and edit subcommittee meeting presentation slides	2	4	0	0	0	$ 1,040.00
Participate in coordination meetings	8	8	4	0	0	$ 3,360.00
Invoicing (including progress reports)	0	1	0	0	3	$ 310.00
TOTAL	24	43	37	5	0	$ 16,805.00

Optional	Principal $ 200.00	Sr. Public Involvement Officer $ 160.00	Public Involvement Officer $ 120.00	Jr. Public Involvement Officer $ 75.00	Administrative $ 50.00	
Respond to stakeholders through email and phone	5	10	5	0	0	$ 3,200.00

GRAND TOTAL $ 20,005.00

Commissioners Court - Regular Session **35.**

Meeting Date: 08/27/2019

Discuss consider and take appropriate action on approval of the final plat for the Bogle subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Bogle subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new public roads.

Timeline

2019-06-12 – initial submittal of final plat
2019-07-05 – 1st review complete with comments
2019-07-22 – 2nd submittal of final plat
2019-08-05 – 2nd review complete with comments
2019-08-16 – 3rd submittal of final plat with all signatures
2019-08-16 – 3rd review complete and comments cleared
2019-08-22 – final plat placed on August 27, 2019 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Bogle

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:53 AM
Form Started By: Adam Boatright		Started On: 08/22/2019 09:10 AM
Final Approval Date: 08/22/2019		

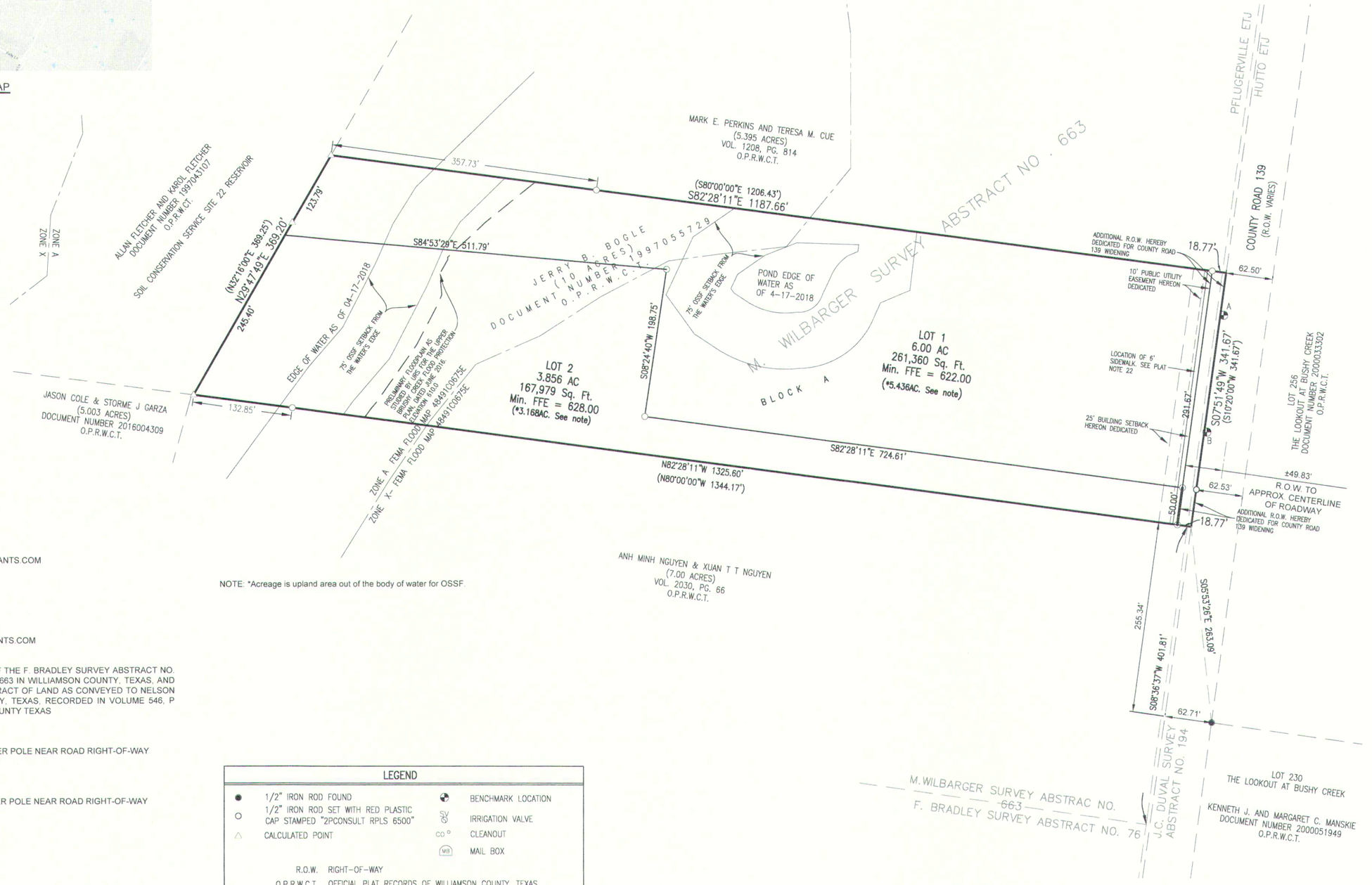
BOGLE SUBDIVISION

FINAL PLAT

10.003 ACRES OF LAND OUT OF THE F. BRADLEY SURVEY ABSTRACT NO. 76 AND THE M. WILBARGER SURVEY ABSTRACT NO. 663 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 731.01 ACRE TRACT OF LAND AS CONVEYED TO NELSON PUETT BY DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 546, PAGE 497 OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS
10.003 ACRES



SITE LOCATION MAP
NOT TO SCALE



NOTE: *Acreage is upland area out of the body of water for OSSF.

OWNER/SUBDIVIDER: JERRY AND SHERRYE BOGLE
1636 COUNTY ROAD 139.
HUTTO, TEXAS 78634

ENGINEER: 2P CONSULTANTS, LLC
203 E. MAIN STREET, STE. 204
ROUND ROCK, TX 78664
DAVID URBAN
EMAIL: DURBAN@2PCONSULTANTS.COM
PHONE: 512-344-9664

SURVEYOR: 2P CONSULTANTS
203 E. MAIN STREET, STE. 204
ROUND ROCK, TX 78664
CORY BLAKE SILVA
EMAIL: CSILVA@2PCONSULTANTS.COM
PHONE: 512-344-9664

LEGAL DESCRIPTION: 10.003 ACRES OF LAND OUT OF THE F. BRADLEY SURVEY ABSTRACT NO. 76 AND THE M. WILBARGER SURVEY ABSTRACT NO. 663 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 731.01 ACRE TRACT OF LAND AS CONVEYED TO NELSON PUETT BY DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 546, P AGE 497 OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS
10.003 ACRES

BENCHMARKS: BM A- COTTON SPINDLE SET ON POWER POLE NEAR ROAD RIGHT-OF-WAY
N: 10152158.1750'
E: 3177017.7190'
ELEV: 620.32'

BM B- COTTON SPINDLE SET ON POWER POLE NEAR ROAD RIGHT-OF-WAY
N: 10152002.6130'
E: 3176995.2510'
ELEV: 617.64

TOTAL NUMBER OF BLOCKS: 1

TOTAL NUMBER OF LOTS: 2
LOT 1 (5.80 ACRES)
LOT 2 (4.06 ACRES)

ROW Dedication (0.15 ACRES)

TOTAL ACREAGE: 10.003

TOTAL RESIDENTIAL: 9.86 ACRES

SUBMITTAL DATE OF THE PLAN:

LEGEND

●	1/2" IRON ROD FOUND	◔	BENCHMARK LOCATION
○	1/2" IRON ROD SET WITH RED PLASTIC CAP STAMPED "2PCONSULT RPLS 6500"	SV	IRRIGATION VALVE
△	CALCULATED POINT	CO	CLEANOUT
		MB	MAIL BOX

R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
(RECORD)	RECORD BEARING AND DISTANCE FROM THE DEED TO JERRY B. BOGLE AND SHERRYE MOORE-BOGLE (10.00 AC) TRACT RECORDED IN DOCUMENT NUMBER 1997055729 O.P.R.W.C.T.

PLAT PREPARED 07/09/2019

203 E. MAIN STREET, STE. 204
ROUND ROCK, TEXAS 78664
P: 512-344-9664
TBPE FIRM #F-19351

BOGLE SUBDIVISION

FINAL PLAT

10.003 ACRES OF LAND OUT OF THE F. BRADLEY SURVEY ABSTRACT NO. 76 AND THE M. WILBARGER SURVEY ABSTRACT NO. 663 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 731.01 ACRE TRACT OF LAND AS CONVEYED TO NELSON PUETT BY DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 546, P AGE 497 OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS
10.003 ACRES

DESCRIPTION

BEING A 10.003 ACRE TRACT (435,750 SQ. FT.) OF LAND OUT OF THE M. WILBARGER SURVEY, ABSTRACT 663, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF CALLED 10.00 ACRE TRACT DESCRIBED DEED TO JERRY B. BOLGE AN SHERRYE MOORE-BOGLE RECORDED IN DOCUMENT NUMBER 1997055729 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT, THE SOUTHEAST CORNER OF A CALLED 5.395 ACRE TRACT DESCRIBED IN DEED TO MARK E. PERKINS AND TERESA M. CUE RECORDED IN VOLUME 1208, PAGE 814 OF THE NAMED RECORDS OF WILLIAMSON COUNTY, TEXAS AND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 139 (RIGHT-OF-WAY VARIES);

THENCE SOUTH 07°51'49" WEST 341.67 FEET WITH THE EAST LINE OF SAID 10.00 ACRE TRACT AND THE EXISTING WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 139 TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 7.00 ACRE TRACT DESCRIBED IN DEED TO ANH MINH NGUYEN AND XUAN T.T. NUYEN, HUSBAND AND WIFE RECORDED IN VOLUME 2030, PAGE 66 OF THE NAMED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE NORTH 82°28'11" WEST 1344.34 FEET WITH THE SOUTH LINE OF SAID 10.00 ACRE TRACT AND THE NORTH LINE OF SAID 7.00 ACRE TRACT TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF SAID 10.00 ACRE TRACT, THE NORTHWEST CORNER OF SAID 7.00 ACRE TRACT, THE NORTHEAST CORNER OF A CALLED 5.0003 ACRE TRACT DESCRIBED IN DEED TO JASON COLE GAZA AND STORME J. GARZA HUSBAND AND WIFE RECORDED IN DOCUMENT NUMBER 2016004309 OF THE O.P.R.W.C.T. AND THE SOUTHEAST CORNER OF A CALLED 51.126 ACRE TRACT DESCRIBED IN DEED TO ALLAN FLETCHER AND WIFE KAROL FLETCHER RECORDED IN DOCUMENT NUMBER 1997043107 OF THE O.P.R.W.C.T.;

THENCE NORTH 29°47'49" EAST 369.19 FEET WITH THE WEST LINE OF SAID 10.00 ACRE TRACT AND THE EAST LINE OF SAID 51.126 ACRE TRACT TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF SAID 10.00 AND THE SOUTHWEST CORNER OF SAID 5.395 ACRE TRACT;

THENCE SOUTH 82°28'11" EAST 1206.43 FEET WITH THE NORTH LINE OF SAID 10.00 ACRE TRACT AND THE SOUTH LINE OF SAID 5.395 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 10.003 ACRES (435,750 SQ. FT.) OF LAND.

PLAT NOTES:

1. THIS PLAN LIES WITHIN THE CITY OF PFLUGERVILLE ETJ.
2. WATER SHALL BE PROVIDED BY MANVILLE W.S. AND WASTEWATER CCN IS THE CITY OF PFLUGERVILLE. WASTEWATER SHALL BE PROVIDED BY OSSF. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO APPROPRIATE WATER AND WASTEWATER FACILITIES.
3. A 10-FT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE(S).
4. EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, PER ORDINANCE NO. 1206-15-02-24. THE GRANTOR JERRY AND SHERRYE BOGLE, HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
6. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
7. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE# 1203-15-02-24 AND CITY RESOLUTION# 1224-09-08-25-SA.
8. WHERE APPLICABLE, THE PUBLIC PARKLAND DEDICATION AND PARK DEVELOPMENT FEE SHALL BE CALCULATED AT A RATE REQUIRED BY CITY ORDINANCE# 1203-15-02-24.
9. IF APPLICABLE, PROVIDE A PRIVATE PARK OPEN SPACE NOTE AND IDENTIFY WHO OWNS AND MAINTAINS THE PRIVATE PARK AND RESTRICTIVE COVENANTS CREATING SUCH FUNDING SOURCES FOR THE MAINTENANCE AND OPERATION.
10. THE COMMUNITY IMPACT FEE RATE FOR WATER WILL BE ASSESSED BY MANVILLE W.S. AT THE TIME OF FINAL PLAT AND COMMUNITY IMPACT FEE RATE FOR WASTEWATER WILL BE ASSESSED BY THE CITY OF PFLUGERVILLE AT THE TIME OF FINAL PLAT.
11. THE SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
12. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL.
13. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
14. A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL# 48491C0675E FOR WILLIAMSON COUNTY, EFFECTIVE 09-29-2008.
15. ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
16. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
17. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF PFLUGERVILLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
18. AT SUCH TIME THIS PROPERTY IS RE-DEVELOPED A JOINT ACCESS ORDINANCE WILL BE ENFORCED.
19. AT SUCH TIME THIS PROPERTY IS REZONED OR CHANGES FROM SINGLE FAMILY RESIDENTIAL THE DRIVEWAY ORDINANCE WILL BE ENFORCED. THE CURRENT DRIVEWAY LOCATIONS FOR THE TWO SINGLE FAMILY RESIDENCES ARE ACCEPTABLE AND MAY CONTINUED TO BE UTILIZED UNTIL SUCH TIME.
20. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
21. A SIX (6) FOOT WIDE SIDEWALK SHALL BE DEVELOPED WITH SITE DEVELOPMENT ALONG THE R.O.W., COUNTY ROAD 139.

THAT I, CORY BLAKE SILVA, DO HEREBY CERTIFY THAT I PREPARED THIS PLAN FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON MARKING THE BOUNDARY OF THE PROPOSED SUBDIVISION, BUT NOT INTERIOR LOT LINES, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

8-5-2019

CORY BLAKE SILVA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6500
2P CONSULTANTS
FIRM REGISTRATION NO. 10194377

STATE OF TEXAS REGISTERED CORY BLAKE SILVA 6500 PROFESSIONAL LAND SURVEYOR

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS INDICATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48491C0675E DATED SEPTEMBER 26, 2008, WILLIAMSON COUNTY TEXAS.

8.5.19

DAVID URBAN, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 82783
2P CONSULTANTS

STATE OF TEXAS DAVID O. URBAN 82783 LICENSED PROFESSIONAL ENGINEER

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

WILLIAMSON COUNTY NOTES:

1. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
2. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM THE SIDE STREETS IS PROHIBITED.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
6. "THE MINIMUM FINSIHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY URS, PROJECT: UPPER BRUSHY CREEK FLOOD PROTECTION PLAN, DATED JUNE 2016."
7. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

OWNER'S DEDICATION:

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

I JERRY B. BOGLE AND SHERRYE MOORE-BOGLE, CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HERON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 1997055729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION TO BE KNOW AS BOGLE SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 7 day of August 19

JERRY B. BOGLE

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Jerry Bogle, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7th DAY OF August 20 19

Heather Kendrick
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Heather Kendrick My Commission Expires 08/07/2020 ID No. 10866761

TO CERTIFY WHICH, WITNESS by my hand this 7th day of August 20 19

SHERRY MOORE-BOGLE

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Sherrye Moore Bogle, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7th DAY OF August 20 19

Heather Kendrick
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Heather Kendrick My Commission Expires 08/07/2020 ID No. 10866761

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

9/21/19
DATE

APPROVED THIS 9 DAY OF August, 20 19 BY THE PLANNING DIRECTOR OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY OF PFLUGERVILLE.

EMILY BARRON
PLANNING DIRECTOR

CITY OF PFLUGERVILLE STATE OF TEXAS

ATTEST:

KAREN THOMPSON
CITY SECRETARY

COUNTY JUDGE'S APPROVAL:

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

BILL GRAVELL JR., COUNTY JUDGE

DATE

COUNTY CLERK'S CERTIFICATION:

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____

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

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

BY: _____, DEPUTY

PLAT PREPARED 07/09/2019

203 E. MAIN STREET, STE. 204
ROUND ROCK, TEXAS 78664
P: 512-344-9664
TBPE FIRM #F-19351

Commissioners Court - Regular Session **36.**

Meeting Date: 08/27/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Rancho Del Cielo subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Rancho Del Cielo subdivision – Precinct 3.

Background

This proposed subdivision consists of 941 single family lots, 3 drainage/open space lots, 4 right-of-way reserves, 10 landscape lots, 1 commercial lot and 26,862 linear feet of new public roads.

Timeline

2018-10-19 – Initial submittal of preliminary plat
2018-12-18 – 1st review complete with comments
2019-05-06 – 2nd submittal of preliminary plat
2019-07-09 – 2nd review complete with comments
2019-08-21 – 3rd review complete and comments cleared
2019-08-22 – preliminary plat placed on August 27, 2019 Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Rancho Del Cielo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:54 AM
Form Started By: Adam Boatright		Started On: 08/22/2019 09:10 AM
Final Approval Date: 08/22/2019		

REVISIONS			WILLIAMSON COUNTY
NO.	SHEET(S)	DESCRIPTION DATE	APPROVED BY / DATE

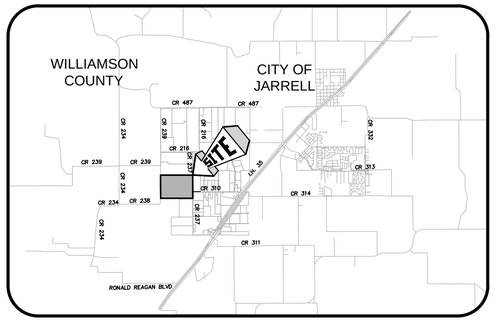
RANCHO DEL CIELO

PRELIMINARY PLAT

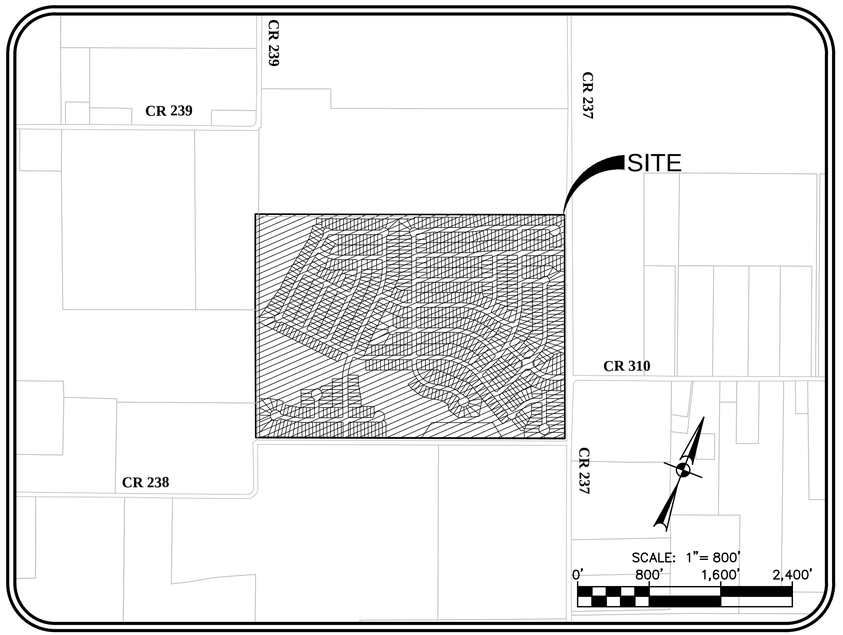
RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT
WILLIAMSON COUNTY

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	PRELIMINARY PLAT OVERALL - 1 OF 3
3	PRELIMINARY PLAT - 2 OF 3
4	PRELIMINARY PLAT - 3 OF 3
5	UTILITY EXHIBIT OVERALL - 1 OF 3
6	UTILITY EXHIBIT- 2 OF 3
7	UTILITY EXHIBIT - 3 OF 3
8	PHASING EXHIBIT

WILLIAMSON COUNTY, TEXAS



VICINITY MAP
N.T.S.



SUBMITTED BY:

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PAPE-DAWSON ENGINEERS
MICHAEL S. FISHER, P.E. #87704
VICE PRESIDENT

REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:

COUNTY ENGINEER, WILLIAMSON COUNTY

OWNER / SUBDIVIDER:
SONWEST CO.
3939 BEE CAVE ROAD, BLDG C-100
AUSTIN, TEXAS 78746

ENGINEER:
PAPE-DAWSON ENGINEERS
10801 N MOPAC EXPY, BLDG 3, STE 200
AUSTIN, TEXAS 78757
PHONE (512) 454-8711
FAX (512) 459-8867

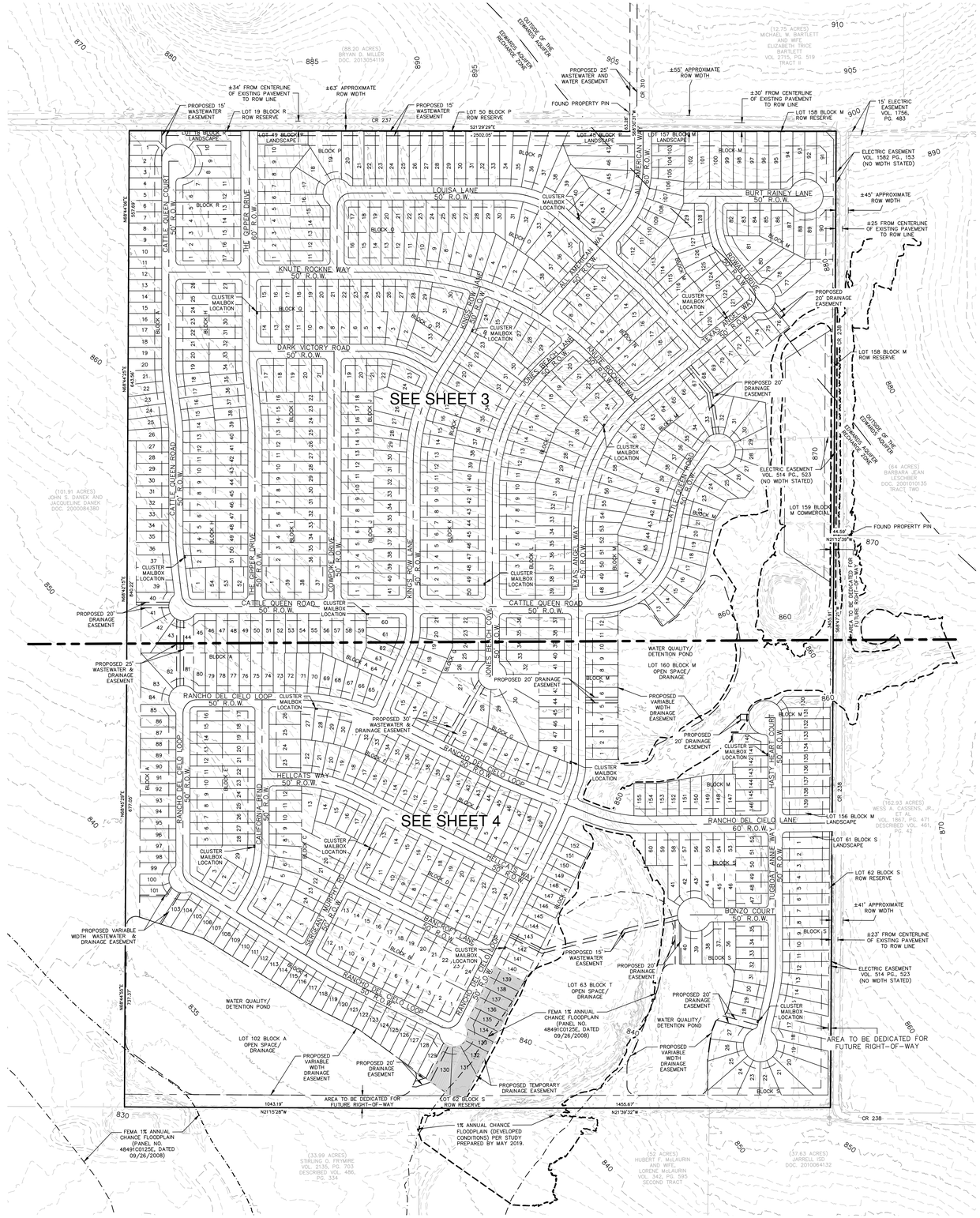
SURVEYOR:
PAPE-DAWSON ENGINEERS
10801 N MOPAC EXPY, BLDG 3, STE 200
AUSTIN, TEXAS 78757
PHONE (512) 454-8711
FAX (512) 459-8867

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

PD JOB NO. 51006-03 RANCHO DEL CIELO PRELIMINARY PLAT

DATE: May 03, 2019, 5:43PM USER ID: EVANN
File: H:\PROJECTS\510\08\03\212 PRELIMINARY\CIVIL\TSS1008-03.DWG

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SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND:

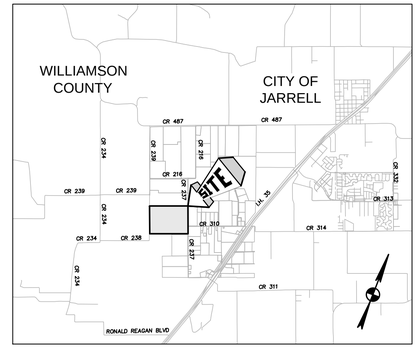
- FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
- PROPOSED TEMPORARY DRAINAGE EASEMENT & AREA TO BE RECLAIMED FROM FEMA 1% ANNUAL CHANCE FLOODPLAIN
- EDWARDS AQUIFER BOUNDARY

NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5. PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
6. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
7. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
8. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 237, CR 238, OR FUTURE ARTERIAL ROADWAY.
11. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
12. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
13. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
14. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.
15. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
16. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
17. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
18. PUBLIC INFRASTRUCTURE ACCEPTANCE BY THE MUNICIPAL UTILITY DISTRICT FOR LOTS 130-139, BLOCK A WILL NOT BE ISSUED UNTIL THE FEMA FLOODPLAIN HAS BEEN REMOVED BY FEMA APPROVAL OF THE LOMR AND THE TEMPORARY DRAINAGE EASEMENT SHOWN HEREON HAS BEEN VACATED BY SEPARATE INSTRUMENT.
19. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET FOR LOCAL STREETS AND (WITH THE EXCEPTION OF ALL AMERICAN WAY) 470 FEET FOR COLLECTOR STREETS. ALL AMERICAN WAY HAS BEEN PROVIDED WITH A MINIMUM STREET CENTERLINE RADIUS OF 300 FEET AND THE ASSOCIATED SPEED LIMIT REDUCED TO 30 MPH AT THIS ENTRANCE.
20. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
21. CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
22. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
23. LOT 19, BLOCK R, LOT 50, BLOCK P, LOT 158, BLOCK M, AND LOT 62, BLOCK S ARE RESERVED FOR FUTURE RIGHT-OF-WAY DEDICATION, TO BE USED FOR THE FUTURE EXPANSION OF COUNTY ROADS 237 AND 238 AND THE FUTURE CONSTRUCTION OF AN ARTERIAL ALONG THE WESTERN RANCHO DEL CIELO PROPERTY BOUNDARY. DEDICATION OF THESE ROW RESERVE LOTS TO WILLIAMSON COUNTY WILL BE COMPLETED BY SEPARATE INSTRUMENT.

STREET NAME	CLASSIFICATION	PAVEMENT WIDTH (LOG-LOG)	DESIGN SPEED	LENGTH
ALL AMERICAN WAY	COLLECTOR	37 FT	30 MPH	463 LF
THE GIPPER DRIVE	COLLECTOR	37 FT	35 MPH	501 LF
RANCHO DEL CIELO LANE	COLLECTOR	37 FT	35 MPH	969 LF
ALL AMERICAN WAY	LOCAL	30 FT	25 MPH	779 LF
BANCROFT LANE	LOCAL	30 FT	25 MPH	316 LF
BONZO COURT	LOCAL	30 FT	25 MPH	302 LF
BURT RAINEY LANE	LOCAL	30 FT	25 MPH	380 LF
CALIFORNIA BEND	LOCAL	30 FT	25 MPH	773 LF
CATTLE QUEEN COURT	LOCAL	30 FT	25 MPH	426 LF
CATTLE QUEEN ROAD	LOCAL	30 FT	25 MPH	3428 LF
COWPOKE DRIVE	LOCAL	30 FT	25 MPH	903 LF
DARK VICTORY ROAD	LOCAL	30 FT	25 MPH	682 LF
THE GIPPER DRIVE	LOCAL	30 FT	25 MPH	1184 LF
HASTY HEART COURT	LOCAL	30 FT	25 MPH	410 LF
HELLCATS WAY	LOCAL	30 FT	25 MPH	1034 LF
JONES BEACH COVE	LOCAL	30 FT	25 MPH	245 LF
JONES BEACH LANE	LOCAL	30 FT	25 MPH	1040 LF
KINGS ROW LANE	LOCAL	30 FT	25 MPH	1601 LF
KNUTE ROCKNE WAY	LOCAL	30 FT	25 MPH	1800 LF
LOUISA LANE	LOCAL	30 FT	25 MPH	1756 LF
RANCHO DEL CIELO LOOP	LOCAL	30 FT	25 MPH	4030 LF
ROWAN DRIVE	LOCAL	30 FT	25 MPH	365
SERGEANT MURPHY ROAD	LOCAL	30 FT	25 MPH	591 LF
TEXAS ANGEL WAY	LOCAL	30 FT	25 MPH	2096 LF
TUGBOAT ANNIE WAY	LOCAL	30 FT	25 MPH	788 LF

NOTE: ALL STREETS ARE CLASSIFIED AS PUBLIC AND URBAN.



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:
198.49 ACRES OUT OF THE
E. PARSONS SURVEY, ABSTRACT #494
WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:

BONZO LP
3939 BEE CAVE RD.
BUILDING C-100
AUSTIN, TEXAS 78746
PHONE: (512) 368-4000
EMAIL: ATBILGER@ICLOUD.COM

ENGINEER:

PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
FAX: (512) 459-8867
EMAIL: MFISHER@PAPE-DAWSON.COM

SURVEYOR:

LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
PHONE (512) 443-1174

LAND USE SUMMARY	NUMBER OF LOTS	ACRES
SINGLE FAMILY LOTS	941	120.77
RIGHT-OF-WAY	-	31.83
DRAINAGE/OPEN SPACE	3	38.30
ROW RESERVE	4	3.41
LANDSCAPE	10	1.17
COMMERCIAL	1	3.01
TOTAL	959	198.49

NO.	REVISION	DATE

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PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

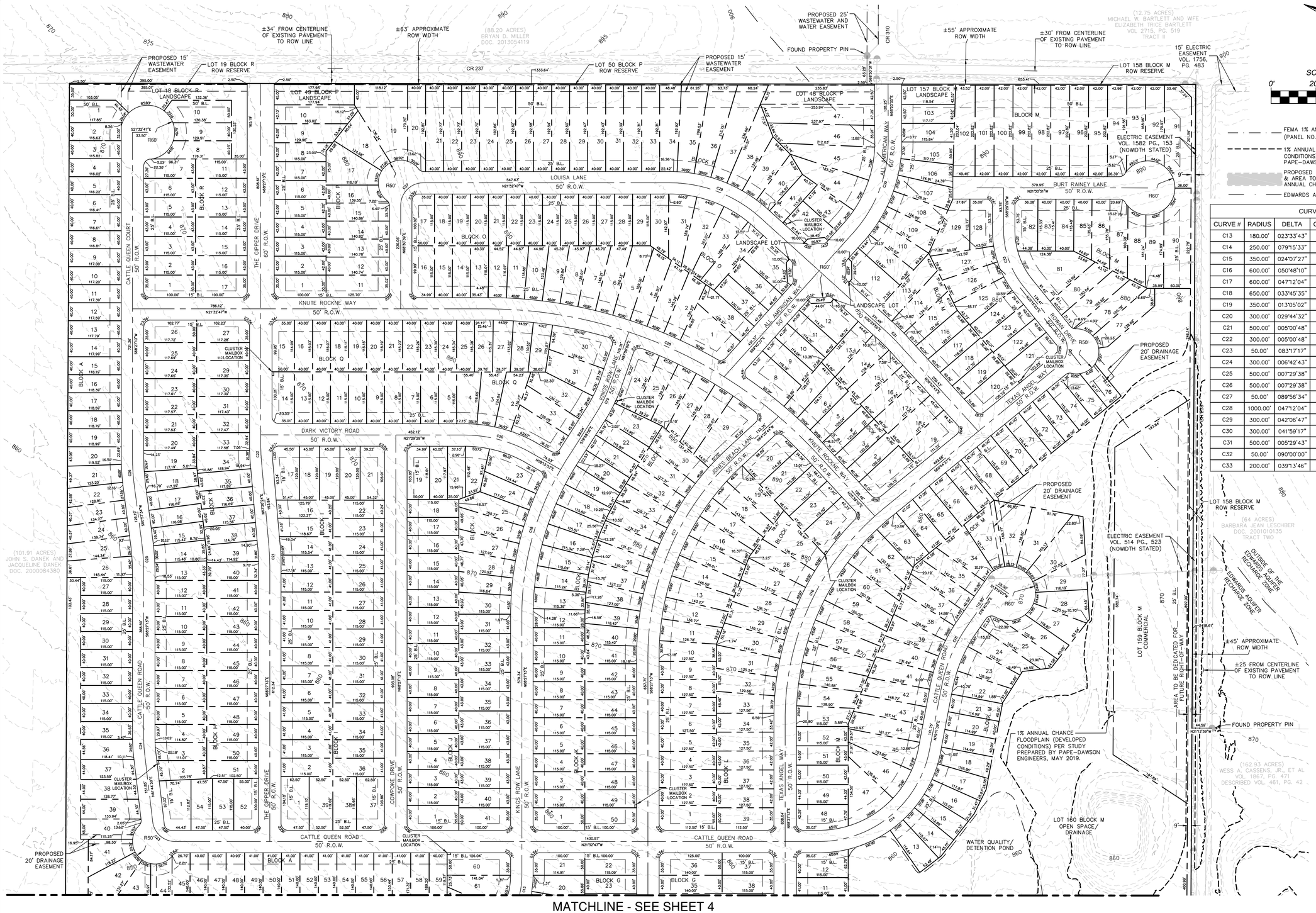
RANCHO DEL CIELO
JARRELL, TEXAS

PRELIMINARY PLAT OVERALL - 1 OF 3

CITY NO.
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 2 OF 8

Date: May 03, 2019, 5:43pm User ID: evonn
File: H:\projects\510\06\03\212 Preliminary\Civil\PP51006-03.dwg

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NO.	REMVISION	DATE

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PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78758 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO
JARRELL, TEXAS

PRELIMINARY PLAT - 2 OF 3

CITY NO.
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 3 OF 8

Date: May 03, 2019, 5:44pm User ID: evann
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CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	500.00'	012°51'55"	N74°47'32"E	112.04'	112.27'
C2	500.00'	022°04'07"	S10°59'27"E	191.40'	192.58'
C3	1000.00'	005°08'03"	S87°23'22"E	89.58'	89.61'
C4	180.00'	021°35'24"	N79°14'55"E	67.43'	67.83'
C5	1000.00'	005°08'03"	S02°36'38"W	89.58'	89.61'
C6	800.00'	026°43'27"	N08°11'04"W	369.77'	373.14'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C7	50.00'	090°00'00"	N66°32'47"W	70.71'	78.54'
C8	50.00'	058°02'13"	S39°26'06"W	48.51'	50.65'
C9	350.00'	031°57'47"	N84°26'06"E	192.73'	195.25'
C10	500.00'	026°43'27"	N08°11'04"W	231.10'	233.21'
C11	1000.00'	005°14'20"	S07°47'50"W	91.40'	91.44'
C12	50.00'	090°00'00"	S39°49'20"E	70.71'	78.54'

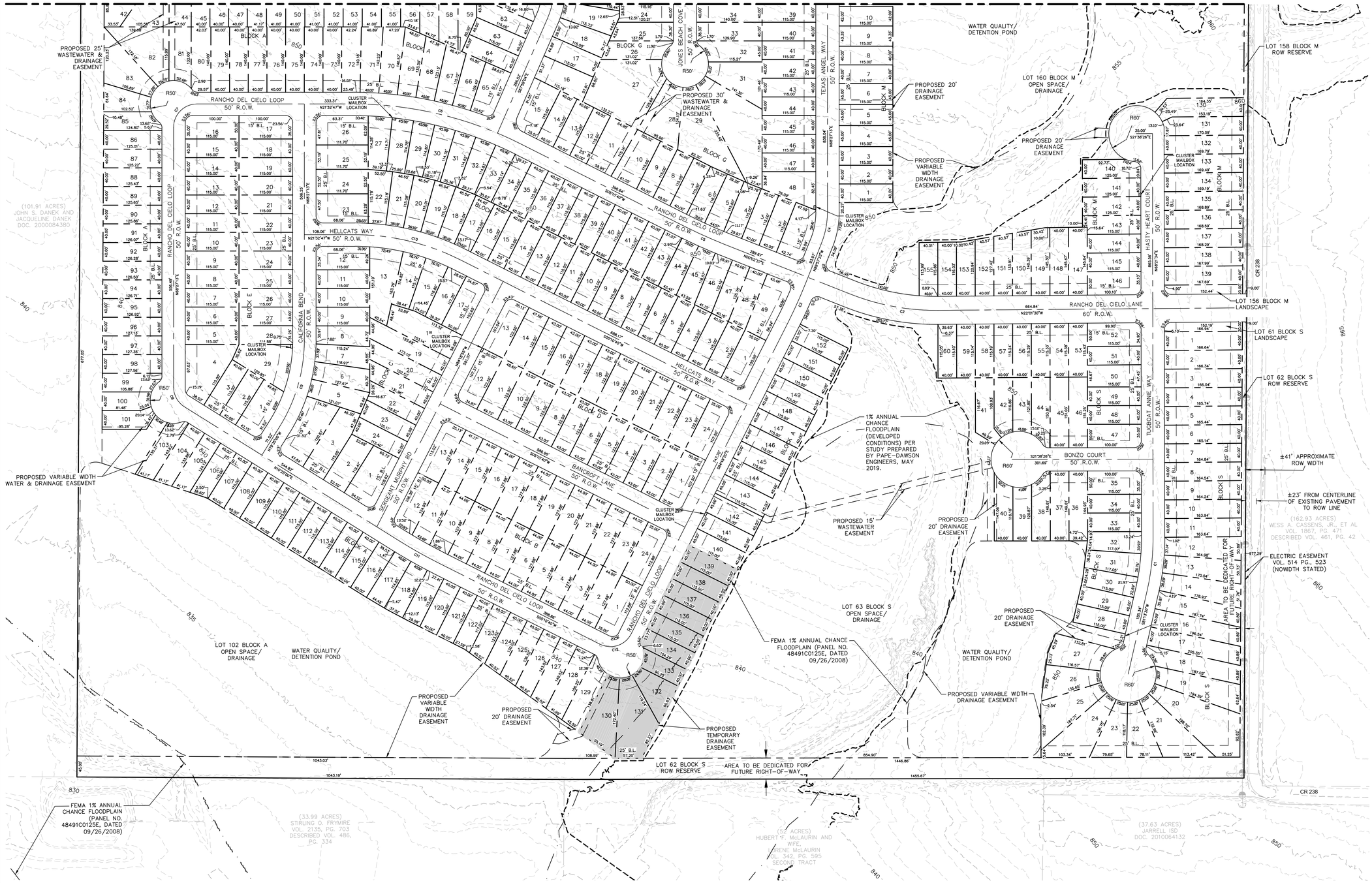
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0' 200' 400' 600'

LEGEND:

- FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
- PROPOSED TEMPORARY DRAINAGE EASEMENT & AREA TO BE RECLAIMED FROM FEMA 1% ANNUAL CHANCE FLOODPLAIN
- EDWARDS AQUIFER BOUNDARY

MATCHLINE - SEE SHEET 3



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PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO

JARRELL, TEXAS

PRELIMINARY PLAT - 3 OF 3

CITY NO.

JOB NO. 51006-03

DATE MAY 2019

DESIGNER EV

CHECKED JF DRAWN EV

SHEET 4 OF 8

Date: May 03, 2019, 5:46pm User ID: evann
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SEE SHEET 6

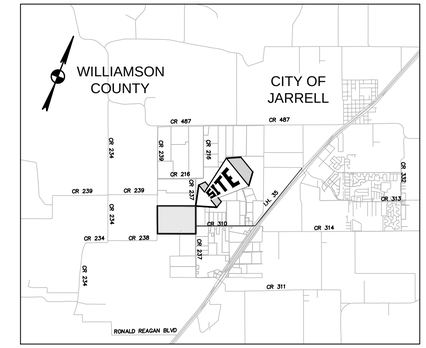
SEE SHEET 7

SCALE: 1"= 200'

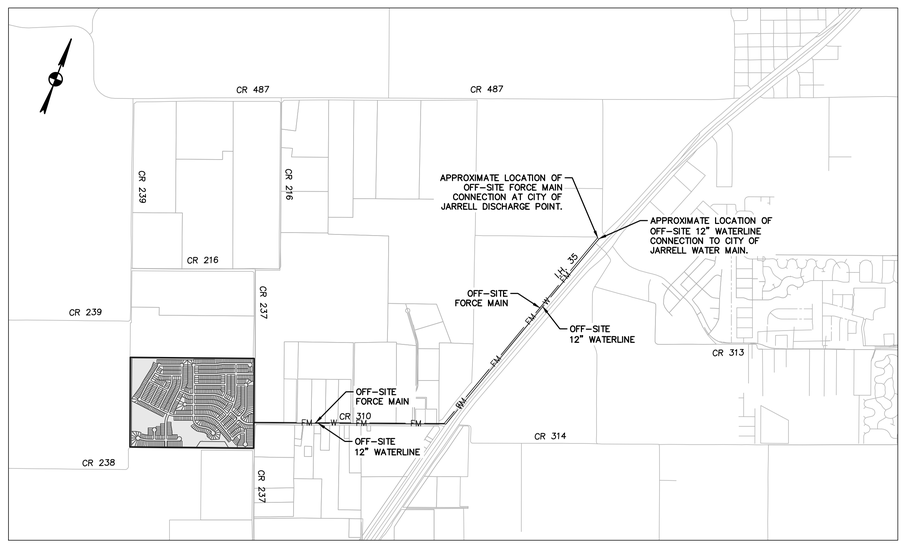
0' 200' 400' 600'

LEGEND

- W — WATER LINE
- WW — WASTEWATER LINE & MH
- FM — FORCE MAIN LINE
- SD — STORM DRAIN LINE & MH
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE
- FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
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- EDWARDS AQUIFER BOUNDARY



LOCATION MAP
NOT TO SCALE



INSET A
SCALE 1":2000'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

NO.	REMVISON	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 ON MAY 03, 2019. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES. PER T.E.P.A. 137.33(e)

RANCHO DEL CIELO

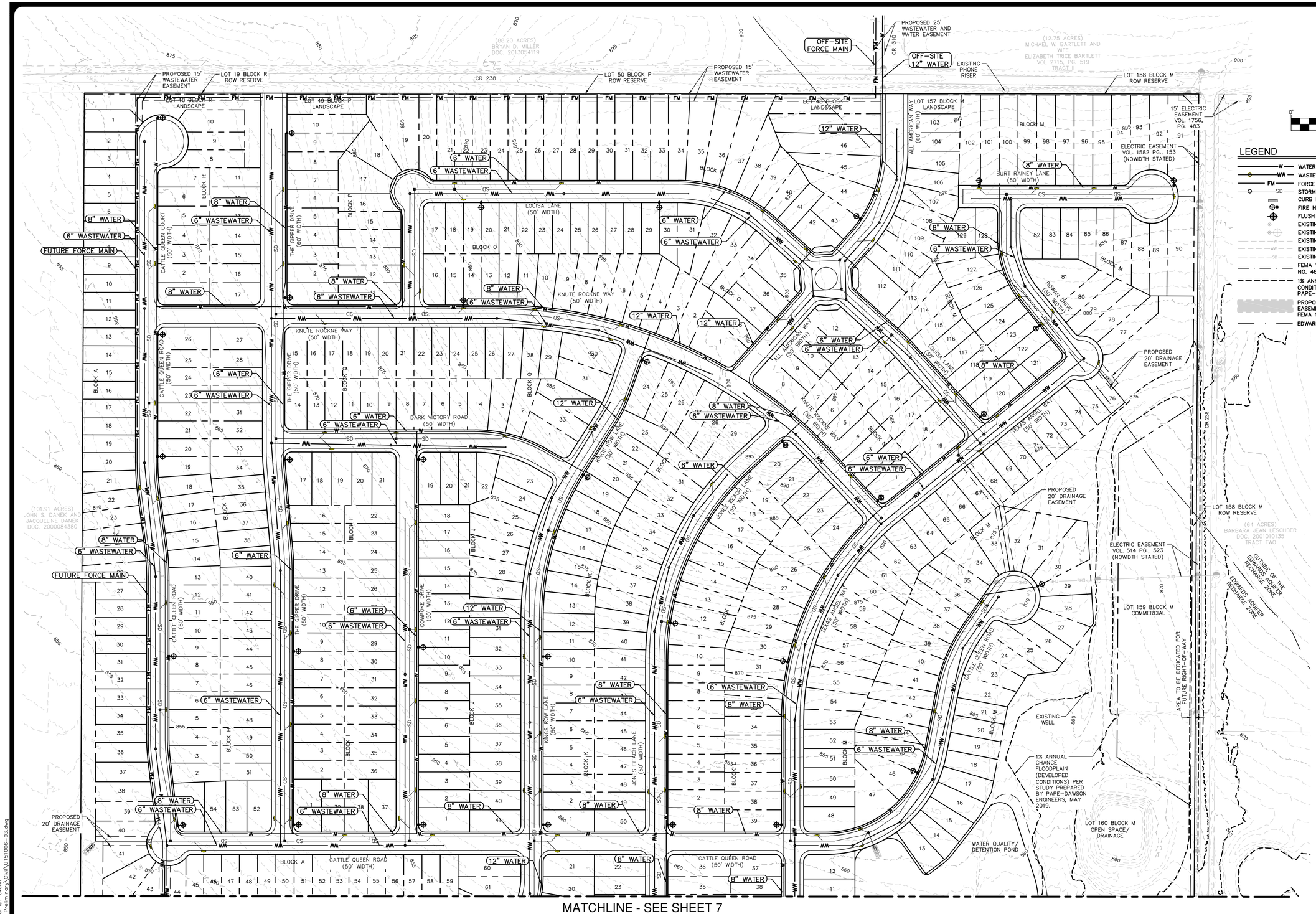
JARRELL, TEXAS

UTILITY EXHIBIT OVERALL - 1 OF 3

CITY NO. ____
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 5 OF 8

Date: May 03, 2019, 5:44pm User ID: evann
Files: H:\projects\510\06\03\z12 Preliminary\Civil\UT51006-03.dwg

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MATCHLINE - SEE SHEET 7

NO.	REMISION	DATE

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PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO
JARRELL, TEXAS

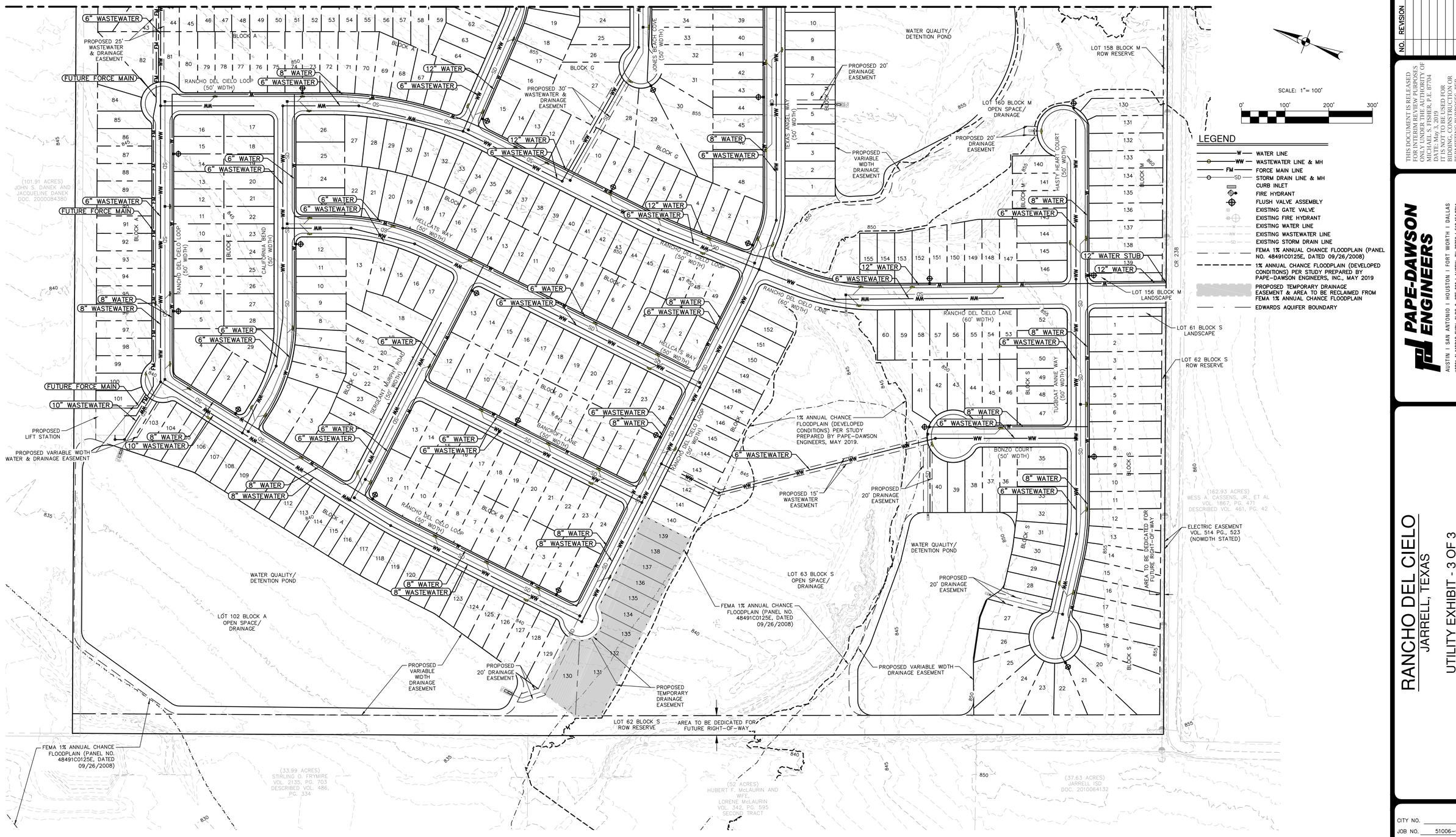
UTILITY EXHIBIT- 2 OF 3

CITY NO.
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 6 OF 8

Date: May 03, 2019, 5:44pm User ID: evann
Files: H:\projects\510\06\03\c12 Preliminary\Civil\UT51006-03.dwg

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MATCHLINE - SEE SHEET 6



SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- W — WATER LINE
- WW — WASTEWATER LINE & MH
- FM — FORCE MAIN LINE
- SD — STORM DRAIN LINE & MH
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE
- FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
- PROPOSED TEMPORARY DRAINAGE EASEMENT & AREA TO BE RECLAIMED FROM FEMA 1% ANNUAL CHANCE FLOODPLAIN
- EDWARDS AQUIFER BOUNDARY

NO.	REMISION	DATE

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PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO

JARRELL, TEXAS

UTILITY EXHIBIT - 3 OF 3

CITY NO.

JOB NO. 51006-03

DATE MAY 2019

DESIGNER EV

CHECKED JF DRAWN EV

SHEET 7 OF 8

Date: May 03, 2019, 5:44pm User ID: evann
File: H:\projects\510\06\03\212 Preliminary\Civil\UT51006-03.dwg

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SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND

PROPOSED PHASE BOUNDARY

EDWARDS AQUIFER BOUNDARY

NO.	REVISION	DATE

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PAPE-DAWSON ENGINEERS

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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO

JARRELL, TEXAS

PHASING EXHIBIT

CITY NO.

JOB NO. 51006-03

DATE MAY 2019

DESIGNER EV

CHECKED JF DRAWN EV

SHEET 8 OF 8

Date: May 03, 2019, 5:44pm User ID: evann
File: H:\projects\510\06\03\212 Preliminary\Civil\PH51006-03.dwg

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Commissioners Court - Regular Session **37.**

Meeting Date: 08/27/2019

Discuss consider and take appropriate action on approval of the replat of Lots 1 4 32 & 33 of the Bear Creek Ranch Uni 4 subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lots 1, 4, 32 & 33 of the Bear Creek Ranch Unit 4 subdivision to be known as the Eastburn Acres subdivision – Precinct 2.

Background

This is a replat of Lots 1, 4, 32 & 33 of the Bear Creek Ranch Unit 4 subdivision to be known as the Eastburn Acres subdivision. The subdivision consists of 9 lots and no new public roads.

Timeline

2019-01-09 – initial submittal of replat
2018-02-07 – 1st review complete with comments
2019-06-06 – 2nd submittal of replat
2019-07-03 – 2nd review complete with comments
2019-07-23 – 3rd submittal of replat
2019-07-25 – 3rd review complete with comments cleared
2019-08-21 – replat received with all signatures
2019-08-22 – replat plat placed on August 27, 2019 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Eastburn Acres

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:54 AM
Form Started By: Adam Boatright		Started On: 08/22/2019 09:11 AM
Final Approval Date: 08/22/2019		

Drafter: RDG 2018-11-29
Revision:
Revision:
Revision:

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
TBM ✣ Site benchmark (see vicinity map for general location)
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ
Elevations, if shown, are NAVD'88
Bearings are based on grid north (TxCS,'83,CZ)
TYPE I ○ TxDOT Right of Way tapered concrete monument.
TYPE II ○ TxDOT Right of Way bronze cap in concrete.
TYPE III ○ TxDOT Right of Way aluminum cap.

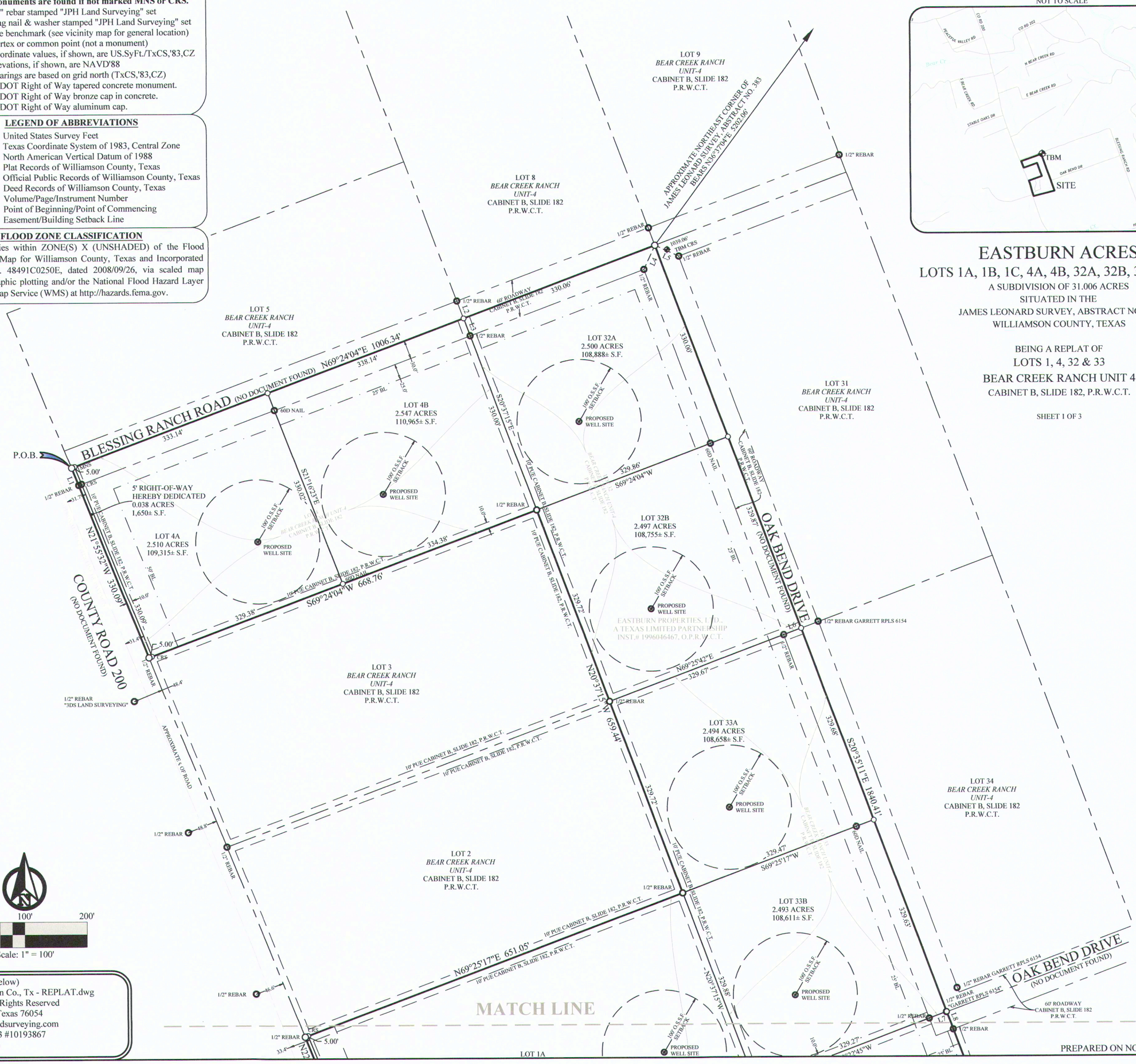
LEGEND OF ABBREVIATIONS

US.SyFt.	United States Survey Feet
TxCS,'83,CZ	Texas Coordinate System of 1983, Central Zone
NAVD'88	North American Vertical Datum of 1988
P.R.W.C.T.	Plat Records of Williamson County, Texas
O.P.R.W.C.T.	Official Public Records of Williamson County, Texas
D.R.W.C.T.	Deed Records of Williamson County, Texas
VOL/PG/INST#	Volume/Page/Instrument Number
POB/POC	Point of Beginning/Point of Commencing
ESMT/BL	Easement/Building Setback Line

FLOOD ZONE CLASSIFICATION

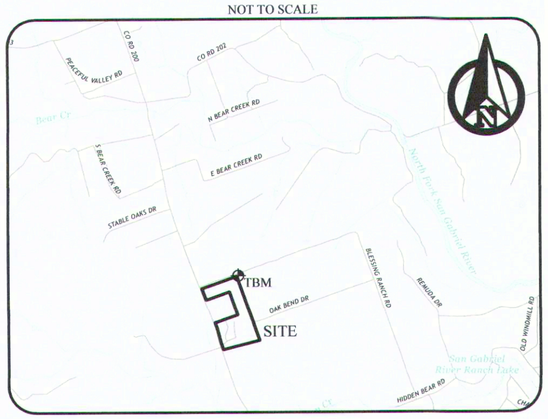
This property lies within ZONE(S) X (UNSHADED) of the Flood Insurance Rate Map for Williamson County, Texas and Incorporated Areas, map no. 48491C0250E, dated 2008/09/26, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at http://hazards.fema.gov.

Line Data Table		
Line #	Distance	Bearing
L1	30.01'	S21°55'32"E
L2	30.00'	N20°34'25"W
L3	30.00'	S20°37'15"E
L4	42.43'	S24°24'26"W
L5	42.42'	S65°35'34"E
L6	30.00'	N69°25'42"E
L7	30.00'	S69°22'45"W
L8	30.00'	S20°35'11"E



VICINITY MAP

NOT TO SCALE



EASTBURN ACRES

LOTS 1A, 1B, 1C, 4A, 4B, 32A, 32B, 33A & 33B

A SUBDIVISION OF 31.006 ACRES
SITUATED IN THE
JAMES LEONARD SURVEY, ABSTRACT NO. 383
WILLIAMSON COUNTY, TEXAS

BEING A REPLAT OF
LOTS 1, 4, 32 & 33
BEAR CREEK RANCH UNIT 4
CABINET B, SLIDE 182, P.R.W.C.T.

SHEET 1 OF 3

OWNER:
Eastburn Properties, Ltd.,
a Texas limited partnership
4014 Medical Parkway, Suite 100
Austin, Texas 78756

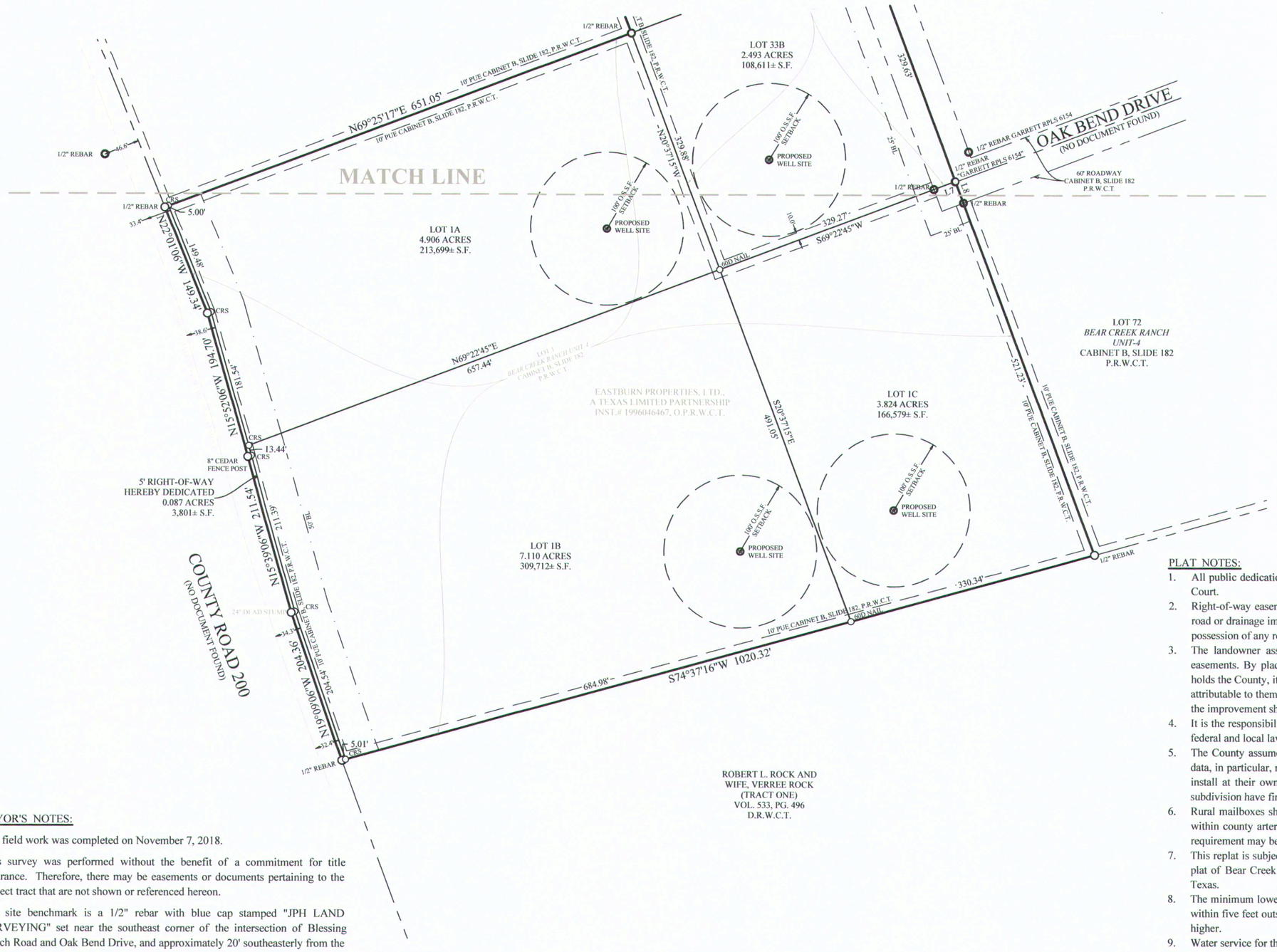
PREPARED BY:
JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
(817) 431-4971

JPH LaNd Surveying, Inc.

0 100' 200'
Scale: 1" = 100'

JPH Job/Drawing No. (see below)
2018.200.031 3302 County Road 200, Williamson Co., Tx - REPLAT.dwg
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785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
DFW | Austin | Abilene

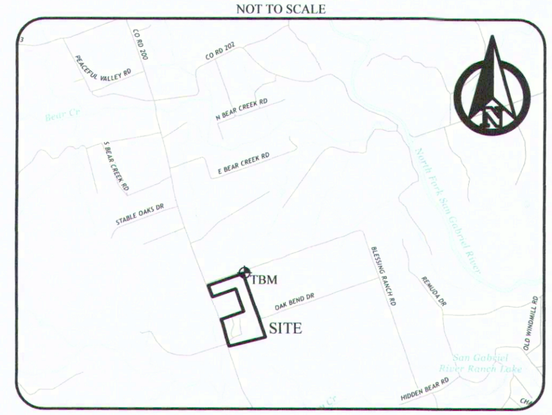
PREPARED ON NOVEMBER 29, 2018



ROBERT L. ROCK AND
WIFE, VERREE ROCK
(TRACT ONE)
VOL. 533, PG. 496
D.R.W.C.T.

VICINITY MAP

NOT TO SCALE



EASTBURN ACRES

LOTS 1A, 1B, 1C, 4A, 4B, 32A, 32B, 33A & 33B

A SUBDIVISION OF 31.006 ACRES
SITUATED IN THE
JAMES LEONARD SURVEY, ABSTRACT NO. 383
WILLIAMSON COUNTY, TEXAS

BEING A REPLAT OF
LOTS 1, 4, 32 & 33
BEAR CREEK RANCH UNIT 4
CABINET B, SLIDE 182, P.R.W.C.T.

SHEET 2 OF 3

PLAT NOTES:

1. All public dedication shall be accomplished free of liens. Release of liens shall be provided to the Commissioner's Court.
2. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.
3. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
4. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
5. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
6. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
7. This replat is subject to all applicable recorded easements, plat notes and restrictions and as set forth in the original plat of Bear Creek Ranch Unit 4, as recorded in Cabinet B, Slide 182, in the Plat Records of Williamson County, Texas.
8. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE (base flood elevation), whichever is higher.
9. Water service for this subdivision will be provided by wells.
10. Sewer service for this subdivision will be provided by On-Site Sewage Facilities.
11. Easements and setback lines shown within the bounds of this plat without record information are hereby dedicated by this plat.
12. No construction, planting or grading shall be permitted to interfere with sight easements between the heights of three and eight feet as measured from the crowns of the adjacent streets.
13. The roads within this subdivision shall be maintained to such a standard that will allow emergency vehicles access for the roadway design speed in perpetuity by the property owners association.
14. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
15. This subdivision is subject to storm-water management controls as required by Williamson County Subdivision Regulations, Section B11.1, on new development that would evoke such controls beyond existing conditions.
16. Driveway access to Lot 4A will be from Blessing Ranch Road and not County Road 200.
17. No structure or land in this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator.
18. Development of this subdivision will comply with Appendix B 11.1 of the Williamson County Subdivision Regulations.
19. Development of on-site sewage facilities within this subdivision will comply with Edwards Aquifer Regulations for Williamson County and with Williamson County On-site Sewage Facility Regulations.
20. The owners of each lot will submit a driveway application to Williamson County and driveways will be placed a minimum of 100' apart.

SURVEYOR'S NOTES:

1. The field work was completed on November 7, 2018.
2. This survey was performed without the benefit of a commitment for title insurance. Therefore, there may be easements or documents pertaining to the subject tract that are not shown or referenced hereon.
3. The site benchmark is a 1/2" rebar with blue cap stamped "JPH LAND SURVEYING" set near the southeast corner of the intersection of Blessing Ranch Road and Oak Bend Drive, and approximately 20' southeasterly from the northeast corner of this plat. Benchmark Elevation = 1039.06' (NAVD'88). See vicinity map for general location.

JPH LaNd Surveying, Inc.

0 100' 200'

Scale: 1" = 100'

CULVERT TABLE

COUNTY ROAD 200		OAK BEND DRIVE		BLESSING RANCH ROAD	
LOT #	CULVERT SIZE	LOT #	CULVERT SIZE	LOT #	CULVERT SIZE
LOT 1A	18"	LOT 32A	18"	LOT 4A	STRAIGHT TIE-IN DRIVEWAY
LOT 1B	18"	LOT 32B	18"	LOT 4B	STRAIGHT TIE-IN DRIVEWAY
LOT 4A	18"	LOT 33A	18"	LOT 32A	STRAIGHT TIE-IN DRIVEWAY
		LOT 33B	STRAIGHT TIE-IN DRIVEWAY		
		LOT 1C	STRAIGHT TIE-IN DRIVEWAY		

JPH Job/Drawing No. (see below)
2018.200.031 3302 County Road 200, Williamson Co., Tx - REPLAT.dwg
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785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
DFW | Austin | Abilene

STATE OF TEXAS §
COUNTY OF Williamson §

KNOW ALL MEN BY THESE PRESENTS:

That I, David Urban, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area inundated by 100 year flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0250E, effective date September 26, 2008.

David Urban
Registered Professional Engineer No. 82783
State of Texas

8-14-19
Date

STATE OF TEXAS
DAVID O. URBAN
82783
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jewel Chadd, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision, and all easements of record are shown or noted (as found on the title policy or discovered with a title search prepared in conjunction with the most recent purchase of the subject property) and that this plat is in conformance with the Williamson County Subdivision Regulations.

STATE OF TEXAS
REGISTERED
JEWEL CHADD
5754
PROFESSIONAL
LAND SURVEYOR

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
August 06, 2019

COUNTY ON-SITE SEWAGE FACILITIES APPROVAL:

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

J. Terron Evertson, PE, DR, CFM
County Engineer, Williamson County, Texas

8/21/19
Date

JPH LaNd Surveying, Inc.

JPH Job/Drawing No. (see below)
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Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
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STATE OF TEXAS §
COUNTY OF WILLIAMSON §

WHEREAS, Eastburn Properties, LTD., a Texas limited partnership is the owner of that certain tract being all of Lots 1, 4, 32, & 33 of *Bear Creek Ranch Unit 4*, an addition situated in the James Leonard Survey, Abstract No. 383, Williamson County, Texas, according to the plat recorded in Cabinet B, Slide 182 of the Plat Records of Williamson County, Texas, said tract being a portion of the tract described in the deed to said Eastburn Properties, Ltd., a Texas limited partnership recorded under Instrument Number 1996046467 of the Official Public Records of Williamson County, Texas; the subject tract is more particularly described as follows:

Beginning on the east line of County Road 200 (no dedicating document found - monumented width varies from 46.6 feet to 48.8 feet), in the center of Blessing Ranch Road (a 60-foot roadway dedicated on the said plat of *Bear Creek Ranch Unit 4*), at the northwest corner of said Lot 1, from which a 1/2 inch rebar found on the west line of Lot 1 bears SOUTH 21 degrees 55 minutes 32 seconds EAST, a distance of 30.01 feet;

THENCE NORTH 69 degrees 24 minutes 04 seconds EAST, with the north line of Lot 1 and the north line of said Lot 32 (centerline of said Blessing Ranch Road), a distance of 1,006.34 feet to the northeast corner of Lot 32, from which found 1/2 inch rebar bears SOUTH 24 degrees 24 minutes 26 seconds WEST a distance of 42.43 feet and a second found 1/2 inch rebar bears SOUTH 65 degrees 35 minutes 34 seconds EAST a distance of 42.42 feet;

THENCE SOUTH 20 degrees 35 minutes 11 seconds EAST, with the east lines of Lot 32 and said Lot 33 (centerline of Oak Bend Drive, a 60-foot roadway dedicated on the said plat of *Bear Creek Ranch Unit 4*), and the most easterly east line of said Lot 1, a distance of 1,840.41 feet to a 1/2 inch rebar found at the southeast corner of Lot 1;

THENCE SOUTH 74 degrees 37 minutes 16 seconds WEST, with the south line of Lot 1, a distance of 1,020.32 feet to a 1/2 inch rebar found on the said east line of County Road 200, at the southwest corner of Lot 1;

THENCE with the west line of Lot 1 (monumented east line of County Road 200), the following calls:

1. NORTH 19 degrees 09 minutes 06 seconds WEST, a distance of 204.36 feet to a 24-inch diameter tree stump;
2. NORTH 15 degrees 39 minutes 06 seconds WEST, a distance of 211.54 feet to an 8-inch diameter cedar fence post;
3. NORTH 15 degrees 52 minutes 06 seconds WEST, a distance of 194.70 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
4. NORTH 22 degrees 01 minute 06 seconds WEST, a distance of 149.34 feet to a 1/2 inch rebar found at the northwest corner of Lot 1;

THENCE NORTH 69 degrees 25 minutes 17 seconds EAST, with the north line of Lot 1, a distance of 651.05 feet to a 1/2 inch rebar found at the most northerly corner of Lot 1;

THENCE NORTH 20 degrees 37 minutes 15 seconds WEST, with the west line of Lot 33, passing at a distance of 329.72 feet a 1/2 inch rebar found at the westerly common corner of Lot 33 & Lot 32, continuing on said course, now with the west line of Lot 32, in all, a total distance of 659.44 feet to a 1/2 inch rebar found at the southeast corner of Lot 4;

THENCE SOUTH 69 degrees 24 minutes 04 seconds WEST, with the south line of Lot 1, a distance of 668.76 feet to a 1/2 inch rebar found on the east line of County Road 200, at the southwest corner of Lot 4;

THENCE NORTH 21 degrees 55 minutes 32 seconds WEST, with the west line of Lot 4 (monumented east line of County Road 200), a distance of 330.09 feet returning to the Point of Beginning and enclosing 31.006 acres (±1,350,632 square feet).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, Guy EASTBURN authorized officer of Eastburn Properties, Ltd., a Texas limited partnership, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 9646467 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as EASTBURN ACRES.

Witness my hand at WILLIAMSON County, Texas, this 8 day of AUGUST, 2019.

Authorized Officer of Eastburn Properties, Ltd.,
a Texas limited partnership

Guy EASTBURN OWNER
Print Name and Title

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared GUY EASTBURN, authorized officer of Eastburn Properties, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office on this the 8 day of AUGUST, 2019.

Notary Public in and for the State of Texas

COLBY DEAN STREVEY
Notary Public, State of Texas
Comm. Expires 08-14-2022
Notary ID 131682678

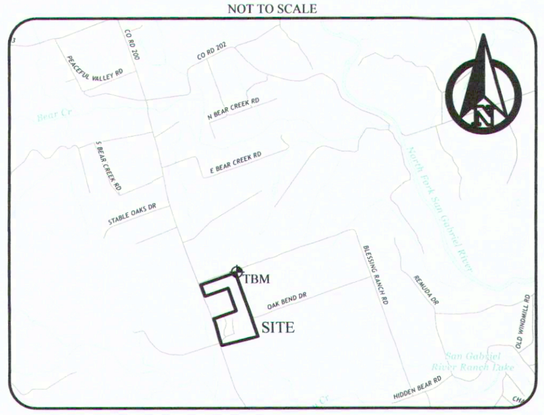
ROAD NAME AND 911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 20th day of August, 2019 A.D.

Teresa Baker
Williamson County Addressing Director

VICINITY MAP

NOT TO SCALE



EASTBURN ACRES

LOTS 1A, 1B, 1C, 4A, 4B, 32A, 32B, 33A & 33B

A SUBDIVISION OF 31.006 ACRES
SITUATED IN THE
JAMES LEONARD SURVEY, ABSTRACT NO. 383
WILLIAMSON COUNTY, TEXAS

BEING A REPLAT OF
LOTS 1, 4, 32 & 33
BEAR CREEK RANCH UNIT 4
CABINET B, SLIDE 182, P.R.W.C.T.

SHEET 3 OF 3

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

Bill Gravel, Jr., County Judge
Williamson County, Texas

Date

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Nancy, E., Rister, Clerk of County Court, with and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, and its authentication, was filed for record in my office on the ___ day of _____, 20__, A.D. at ___ O'clock__M., and was duly recorded on this the ___day of _____, 20__, A.D. at _____ O'clock__M, Plat Records of said county and state in Cabinet ___, Slides ___ witness my hand and seal of the county court of said County, at my office in Georgetown, Texas the last date written above.

BY: _____
Nancy E. Rister
Clerk, County Court
Williamson County, Texas

Commissioners Court - Regular Session **38.**

Meeting Date: 08/27/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Gonzalez 108 subdivision – Pct

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Gonzalez 108 subdivision – Precinct 4.

Background

This subdivision consists of two lots and no new roads.

Timeline

2019-07-09 – Initial submittal of preliminary plat
2019-08-06 – 1st review complete with comments
2019-08-12 – 2nd submittal of preliminary plat
2019-08-19 – 2nd review complete with comments
2019-08-21 – 3rd submittal of preliminary plat
2019-08-21 – 3rd review complete and comments cleared
2019-08-22 – preliminary plat placed on August 27, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

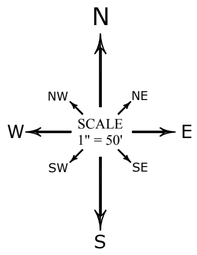
Attachments

preliminary plat - Gonzalez 108 Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:54 AM
Form Started By: Adam Boatright		Started On: 08/22/2019 09:12 AM
Final Approval Date: 08/22/2019		

PRELIMINARY PLAT OF GONZALEZ 108 SUBDIVISION



LEGEND

●——	1/2" ROD FOUND
○——	1/2" ROD SET
P.O.B.	POINT OF BEGINNING
BL	BUILDING LINE
WL	WATER LINE
PUE	PUBLIC UTILITY ESMT
———	DIMENSION DISTANCE

50 0 50 100 150

GRAPHIC SCALE (IN FEET)

1 inch = 50 ft.

BEARING BASIS:
BEARINGS ARE BASED TO THE
TEXAS COORDINATE SYSTEM CENTRAL
TEXAS ZONE (4203) NAD83 HARN
HORIZONTAL CONTROL

TODD M. RIGGAN AND
TAMMY B. RIGGAN
27.895 ACRES
(DOC# 2007024092)

COUNTY ROAD 108

64.87'

N 66°23'35" E
51.13'

N 23°36'25" W 160.06'
(N 21°38'07" W 159.94')

95.19'

10179067.14
3166055.14

P.O.B.

L2

D1

D2

(S 20°33'00" E 293.40')

JACKIE DAN EMERT
10.00 ACRES
(1057/547)

FREDERICK T. GUIN, II
2.00 ACRES
(DOC# 2016004145)

(N 70°58'55" E 544.73')
N 69°07'57" E 534.90'

5' BL/PUE

720.00'

LOT 1
0.970 ACRES

1.945 ACRES

LOT 2
0.975 ACRES

N 76°29'03" E 542.45'

5' BL/PUE

5' BL/PUE

5' BL/PUE

720.00'

S 83°44'12" W 347.71'
(S 85°34'28" W 357.78')

10178873.04
3165545.97

5' BL/PUE
44.41'

5' BL/PUE
44.41'

N 23°40'22" W 88.82'
(N 21°38'10" W 88.88')

10178791.70
3165581.63

S 83°43'06" W 195.09'
(S 85°36'26" W 195.14')

WILFREDO LOPEZ &
ROSA SALINAS
3.11 ACRES
(DOC# 2007013653)

CADENCE BANK, N.A. dba
CADENCE TRUST, AS TRUSTEE
OF THE ALFRED O. LYKINS
GUARDIANSHIP MANAGEMENT TRUST
45.274 ACRES
(DOC# 2018034353)

50' BL

15' WL
10' PUE

113.89'

S 23°31'03" E 182.68'
(S 21°38'10" E 184.19')
S 23°33'03" E 184.01'

68.79'

15' WL
10' PUE

50' BL

D3

D4

APPROX.
CENTERLINE
OF ROAD

D6

D5

S 03°10'04" E
(46.37')

46.42'

L1

D7

D8

10178852.07
3166131.13

L3

2291.36 S.F.
(0.053 AC)
DEDICATED BY
PLAT FOR
ADD'L R.O.W.

CLC PROPERTIES LLC
15.00 ACRES
(DOC# 2014055606)

(S 10°25'01" E)

COUNTY ROAD 108

BEING A 1.945 ACRE TRACT OF LAND SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.000 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GUADALUPE GONZALEZ, AS RECORDED IN DOCUMENT NO. 2019014469, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 1.945 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2" iron rod set in the south line of that certain 2.00 acre tract of land described in a General Warranty Deed to Frederick T, Guin, II, as recorded in Document No. 2016004145, of said Official Public Records, for the northwest corner of a proposed 0.053 acre right-of-way tract dedicated by the accompanying plat, and for the northeast corner of said 1.945 acre tract, from which a 1/2" iron rod found in the west right-of-way line of County Road 108, for the southeast corner of said 2.00 acre Guin tract, same being the northeast corner of said 2.000 acre Gonzalez tract, and also for the northeast corner of said proposed 0.053 acre right-of-way dedication bears, North 69°07'57" East, a distance of 10.01 feet, and also from which a 1/2" iron rod found in said west right-of-way line of County Road 108, for the northeast corner of said 2.00 acre Guin tract bears, North 23°36'25" West, a distance of 160.06 feet;

THENCE over and across said 2.000 acre Gonzalez tract, with the west line of said proposed 0.053 acre right-of-way dedication, for the east lines of said 1.945 acre tract, the following two (2) courses:

1. South 23°31'03" East, a distance of 182.68 feet to a 1/2" iron rod set for an angle point;
2. South 03°10'04" East, a distance of 45.16 feet to a 1/2" iron rod set in the north line of the remaining portion of a 98-54/100 acre tract of land recorded in Document No. 2018034353, of said Official Public Records, same being the south line of said 2.000 acre Gonzalez tract, for the southeast corner of said 1.945 acre tract, and for the southwest corner of said proposed 0.053 acre right-of-way dedication, from which a 1/2" iron rod found in the west right-of-way line of County Road 108, for the northeast corner of said 98-54/100 acre remainder tract, same being the southeast corner of said 2.000 acre Gonzalez tract, and for the southeast corner of said proposed 0.053 acre right-of-way dedication bears, South 83°44'12" West, a distance of 10.01 feet;

THENCE with the common line of said 98-54/100 acre remainder tract, and said 2.000 acre Gonzalez tract, for the south lines of said 1.945 acre tract, the following two (2) courses:

1. South 83°44'12" West, a distance of 347.71 feet to a 1/2" iron rod found for an angle point;
2. South 83°43'06" West, a distance of 195.09 feet to a 1/2" iron rod found for the southeast corner of that certain 3.11 acre tract of land described in a Reinstatement and Modification Agreement to Wilfredo Lopez and Rosa Salinas, as recorded in Document No. 2007013653, of said Official Public Records, same being the southwest corner of said 2.000 acre Gonzales tract, for the southwest corner of said 1.945 acre tract;

THENCE with the common line of said 3.11 acre tract and said 2.000 acre Gonzalez tract, for the west line of said 1.945 acre tract, North 23°40'22" West, a distance of 88.82 feet to a 1/2" iron rod found for the southwest corner of said 2.00 acre Guin tract, same being the northwest corner of said 2.000 acre Gonzalez tract, for the northwest corner of said 1.945 acre tract;

THENCE with the common line of said 2.00 acre Guin tract and said 2.000 acre Gonzalez tract, for the north line of said 1.945 acre tract, N 69°07'57" E, a distance of 534.90 feet to the POINT OF BEGINNING, containing approximately 84,738 square feet or 1.945 acres of land.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°10'04" E	45.16'
L2	N 69°07'57" E	10.01'
L3	S 83°44'12" W	10.01'

DIMENSION TABLE			
LABEL	DIMENSION TYPE	BEARING	DISTANCE
D1	CENTERLINE OF ROAD	N 65°35'22" E	37.4'
D2	FULL R.O.W.	N 66°01'17" E	60.1'
D3	CENTERLINE OF ROAD	N 68°59'40" E	37.7'
D4	FULL R.O.W.	N 66°01'17" E	62.7'
D5	CENTERLINE OF ROAD	N 79°33'58" E	28.2'
D6	FULL R.O.W.	N 66°01'17" E	63.2'
D7	CENTERLINE OF ROAD	N 87°30'28" E	30.8'
D8	FULL R.O.W.	S 84°14'59" E	72.0'

STATE OF TEXAS
COUNTY OF WILLIAMSON: KNOWN ALL MEN OF THESE PRESENTS

I , EDWARD C. RUMSEY , AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF THE CITY OF HUTTO , TEXAS AND WILLIAMSON COUNTY , TEXAS AND THAT ALL EXISTING EASEMENTS OF RECORD HAVE BEEN SHOWN OR NOTED HERON.

06-17-2019
DATE

EDWARD C. RUMSEY
ALLSTAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN , TEXAS 78729
512-249-8149 / FAX 512-331-5217
REF.# A0417219

OWNER: GUADALUPE GONZALEZ
15601 TACON LANE, PFLUGERVILLE, TEXAS 78660

ACREAGE: 1.945 ACRES

SURVEY: ROBERT McNUTT SURVEY, ABSTRACT NO. 422

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 2 - RESIDENTIAL

SUBMITTAL DATE: JUNE 19, 2019

DATE OF REVISION: JULY 1, 2019

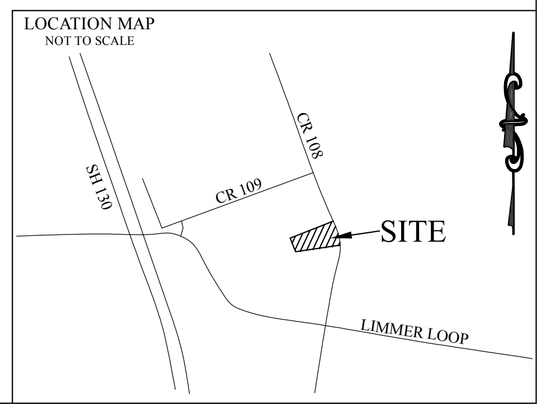
SURVEYOR: ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729
(512) 249-8149 REF# A0417219

ENGINEER: PROFESSIONAL STRUCIVIL ENGINEERS, INC.
2205 W. PARMER LN., AUSTIN, TEXAS 78727
(512) 238-6422

PROJECT DATUM: NORTH AMERICAN DATUM 1983 (NAD 83)
PROJECTION: TEXAS STATE PLANE - CENTRAL ZONE (4203)
UNITS: US SURVEY FEET

100-YEAR FLOOD PLAIN: THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS (ZONE "X") SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, PANEL NO. 48491C0515E, SEPTEMBER 26, 2008

LOCATION MAP
NOT TO SCALE



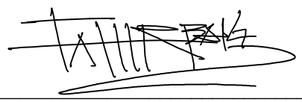
PRELIMINARY PLAT OF GONZALEZ 108 SUBDIVISION

SCALE 1"=50'



STATE OF TEXAS
COUNTY OF TRAVIS

I DO HEREBY CERTIFY THAT THE ENGINEERING WORK BEING SUBMITTED HEREIN COMPLIES WITH ALL PROVISIONS OF THE TEXAS ENGINEERING PRACTICES ACT, INCLUDING SECTION 131.152(E). I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT, AND MAY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.



_____ 06/17/2019
MIRZA TAHIR BAIG, P.E. NO. 82577 DATE
PROFESSIONAL STRUCIVIL ENGINEERS, INC.
REGISTERED ENGINEERING FIRM F-4951
2205 W. PARMER LN., STE. 201
AUSTIN, TEXAS 78727 (512) 238-6422

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

I, GUADALUPE GONZALEZ, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED DOCUMENT NO. 2019014469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS: "*GONZALEZ 108 SUBDIVISION*"

WITNESS HEREON MY HANDS THIS THE _____ DAY OF _____, 2019, A.D.

_____
GUADALUPE GONZALEZ DATE
15601 TACON LANE
PFLUGERVILLE, TX 78660

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GUADALUPE GONZALEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2019, A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:_____
MY COMMISSION EXPIRES:_____

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

I, DAVID ZALMAN, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED DOCUMENT NO. 2019014469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO HEREBY FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS: "*GONZALEZ 108 SUBDIVISION*"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2019, A.D.

_____
DAVID ZALMAN, TRUSTEE DATE
PROSPERITY BANK
4295 SAN FELIPE
HOUSTON, TX 77027

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID ZALMAN, TRUSTEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2019, A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:_____
MY COMMISSION EXPIRES:_____

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

BASED ON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF THE EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLEY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ _____
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

NOTES:

1. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.

2. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.

3. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.

4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL A CONNECTION IS MADE TO A PUBLIC WATER SYSTEM SUITABLE FOR HUMAN CONSUMPTION AND AN ON-SITE SEWAGE FACILITY APPROVED BY WILLIAMSON COUNTY.

5. WATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH JONAH WATER SPECIAL UTILITY DISTRICT AFTER THE APPROPRIATE WATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. WASTEWATER WILL BE AVAILABLE THROUGH ON-SITE SEWAGE FACILITIES AFTER THE APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: JONAH WATER SPECIAL UTILITY DISTRICT; WASTEWATER: ON-SITE SEWAGE FACILITIES; AND ELECTRIC: ONCOR.

7. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING , OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

8. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

10. ALL DRAINAGE LOTS SHALL BY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

12. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY OSSF PROGRAM PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.

13. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

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

"THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE".

APPROVED THIS THE ___ DAY OF ____, 2019 A.D. AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY.

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

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

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___DAY OF_____ A.D., 20___ , AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ___DAY OF _____, A.D., 20___ AT ____O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN CABINET_____, SLIDE(S)_____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

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

BY: _____
DEPUTY

Commissioners Court - Regular Session **39.**

Meeting Date: 08/27/2019

Proclamation of Domestic and Teen Dating Violence Awareness Month

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Dating Violence Awareness Month.

Background

Please see attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/08/2019 01:45 PM
Form Started By: Grace Frias		Started On: 08/08/2019 11:58 AM
Final Approval Date: 08/08/2019		

PROCLAMATION

WHEREAS, the crime of domestic violence violates the basic human rights and dignity due to systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, teen dating violence involves physical, sexual, verbal, emotional, economic, or other teen behaviors including harassment by texting, email or other forms of social media are committed by a person who is intending to harm, threaten, intimidate, harass, control, isolate, or monitor another person with whom they have or have had a dating relationship, and is a reality for many teenagers, one of which many parents and guardians are unaware; and

WHEREAS, the problems of domestic and teen dating violence are not confined to any particular group or groups of people, but occur across all economic, racial, gender and classes, and are supported when society ignores or tolerates violence at home or in our schools, and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, women and men need to work together to bring safety and equality and;

WHEREAS, Hope Alliance, Georgetown Police Department, Williamson County Sheriff's Office, Georgetown High School, Eastview High School are partnering with Williamson County Domestic Assault Response Team to promote Domestic and Teen Dating Violence Awareness in our local communities and in our Schools and;

WHEREAS, last year Hope Alliance provided 888 face-to-face services, 2,826 hotline calls, 7,489 nights of safety, 330 shelter residents, 228 therapy clients and 784 safety plans created; and

NOW, THEREFORE, I, Bill Gravell, by virtue of the authority vested in me as County Judge of Williamson County, do hereby proclaim the month of October 2019 as

Domestic and Teen Dating Violence Awareness Month

And call upon the people of Williamson County to recognize and support the important work accomplished by all area Law Enforcement agencies, Hope Alliance, the Williamson County District Attorney's Office and County Attorney's Office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of Williamson County, Texas to be affixed this_____day of August 2019

Commissioners Court - Regular Session **40.**

Meeting Date: 08/27/2019

EMS CAAS Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Williamson County EMS's re-accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

Background

Williamson County EMS is pleased to announce it was granted re-accreditation by CAAS with no deficiencies noted. Williamson County EMS is one of 11 out of 739 Texas EMS systems and 188 out of 21,283 EMS systems in the United Stated to hold this accreditation.

The accreditation process required the completion of a comprehensive application and on-site review by national experts in Emergency Medical Services. CAAS extended the re-accreditation to Williamson County EMS for outstanding achievement in compliance with national standards for best practices in the Emergency Medical Services industry.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/08/2019 09:33 AM
Form Started By: Michael Knipstein		Started On: 08/08/2019 07:04 AM
Final Approval Date: 08/08/2019		

Commissioners Court - Regular Session **41.**

Meeting Date: 08/27/2019

Agreement (ILA) for Dispatch of Non-County Agency

Submitted For: Scott Parker **Submitted By:** Scott Parker, 911 Communications

Department: 911 Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on adding dispatch services by Emergency Communications and Technology Services for a non-Williamson County entity.

Background

Emergency Communications is seeking guidance and direction related to adding emergency telecommunicator services to local public safety entities, when requested. The request is for a formal process and agreement with associated telecommunication services costs, as determined by the Commissioners Court. This process can include previously identified costs for radio system access and use of Williamson County public safety technology.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DRAFT Dispatch and Tech Svc ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:20 AM
Form Started By: Scott Parker		Started On: 08/22/2019 07:13 AM
Final Approval Date: 08/22/2019		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND OUTSIDE AGENCY / DEPARTMENT FOR PARTICIPATION AND ACCESS TO COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

THIS INTERLOCAL 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 **<Outside Agency / Department>** (hereinafter "<Agency>"), a law enforcement agency in the State of Texas. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in The County's Public Safety Software Systems and Dispatch Services: The County will provide access to the public safety software systems under its license, which it maintains and supports, including but not limited to: application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at the sole discretion of The County. <Agency> will fall under the same Service Level Agreements (SLAs) for IT services as County Departments for software services.

The County will provide dispatch services, including but not limited to: public safety admin and 9-1-1 phone answering services, radio dispatching, associated data collection for call taking and radio dispatch function, and any additional related services that are deemed necessary at the sole discretion of The County. <Agency> will fall under the same Service Level Agreements (SLAs) for dispatch services as County Departments for these services.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

1. Replacement or repair to parts, equipment or software not covered by vendor/manufacturer warranty or support or purchased directly by <Agency>.

2. The cost of any additional software (outside The County's public safety software systems), additional licensing or upgrade fees of any kind.
3. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
4. The cost to bring <Agency>'s environment up to Minimum Standards required (*e.g.*, proper operating systems, internet connection) for services.
5. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Maintenance of applications software packages, whether acquired from The County or any other source unless otherwise specified in the Managed Service Plan selected by <Agency>.
7. Programming (modification of software code) and program (software) maintenance unless otherwise specified in the Managed Service Plan selected by <Agency>.
8. Training services of any kind.
9. Any work related to compliance with Texas CJIS and other applicable laws and regulations.
10. Services provided outside of the Normal Working Hours as published by the County's IT Service Desk.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of <Agency> and to the extent possible, assist <Agency> in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by <Agency>.

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

A. SPECIFIC EXCLUSION OF WARRANTIES. THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF <AGENCY> OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

B. RESTRICTIONS ON WARRANTY. THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING <AGENCY>, <AGENCY>'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. NO INDIRECT DAMAGES. WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO <AGENCY> OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

DRAFT

D. LIMITS ON LIABILITY. IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO <AGENCY> OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO <AGENCY> AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY <AGENCY> TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, <AGENCY> MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. SEPARATE ENFORCEABILITY. SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

IV.

General Obligations of <Agency>: Without limiting any of <Agency>'s other obligations under this Agreement, <Agency> will:

1. Ensure that at all times at least one current staff person of <Agency> has been fully trained on the use of the public safety software systems; Designate, by written notice, a primary and backup person as the point of contact for technology issues involving public safety software systems;

2. Notify The County of any changes in staffing that requires The County's direct communication with regards to authorized users;

3. Comply with all applicable Federal and State laws and regulations related to the use and operation of the County's public safety software systems; and

4. Abide by all relevant information technology and dispatch policies of The County set forth in Paragraph XVI below.

V.

Term: The initial term is from the date of execution of the Agreement to September 30, 2021. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: The County pays and maintains the basic public safety software systems and will charge <Agency> for services and software licenses rendered as set forth in Exhibit D. The

County's policy goal in the public interest is to foster standardization and streamline law enforcement cooperative efforts on county-maintained system(s) as much as reasonably possible; therefore, <Agency> agrees to participate in the County's public safety software systems and abide by all relevant information technology policies of The County set forth in Paragraph XVI below.

VIII.

No Authority to Bind: Neither Party shall incur any obligations for or in the name of the other Party, or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

IX.

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.

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: <Agency> expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of The County's confidential information that may be obtained while having access to The County's public safety software systems. <Agency> further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

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, <Agency> will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to <Agency>:
Name: (or successor)
Title:
Address:
Street
City, TX
Phone: (512)

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XV.

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.

Entire Interlocal Contract & Incorporated Documents: This interlocal 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, both current and as amended, expressly incorporated (as if copied in full) into this Contract include the following:

A. Williamson County Public Safety Technology Program "Hardware & Software Requirements," as amended;
B. Williamson County Technology Services Public Safety Technology Division "Public Safety Technology Change Management Policy & Procedure," as amended;
C. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy." as amended.
D. Charges for Services
E. Service Level Agreement for Dispatch Services

Documents listed above in items A-D are attached hereto as exhibits and are incorporated herein as if copied in full.

DRAFT

XVII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this agreement on behalf of The County.

DRAFT

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
Bill Gravell
County Judge

<Agency>

By: _____ **Date:**_____
Name
Title

DRAFT

EXHIBIT D
COST SCHEDULE
(Incorporated as if copied in full as amended at the
sole discretion of the Williamson County Commissioners Court)

	FY 2020 Costs:	Annual Estimated Support Costs:
Cost of Dispatch / Telecommunicator Services	$ 450.00 per unit	$ 5,400.00 per unit

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 party receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the party receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid 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.

DRAFT

Commissioners Court - Regular Session **42.**

Meeting Date: 08/27/2019

Park Donations Rev BA 8.27.19

Submitted For: Melanie Denny **Submitted By:** Hillary McCoy, 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 Park Donations.

Background

Donations include $354 for firewood and general donations from various patrons, as well as a $340 regional park donation from Georgetown Running Club.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	694.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2019 01:26 PM
Form Started By: Hillary McCoy		Started On: 08/21/2019 09:33 AM
Final Approval Date: 08/21/2019		

Commissioners Court - Regular Session **43.**

Meeting Date: 08/27/2019

Park Donations Exp BA 8.27.19

Submitted For: Melanie Denny **Submitted By:** Hillary McCoy, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include $354 for firewood and general donations from various patrons, as well as a $340 regional park donation from Georgetown Running Club.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	694.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2019 01:33 PM
Form Started By: Hillary McCoy		Started On: 08/21/2019 09:39 AM
Final Approval Date: 08/21/2019		

Commissioners Court - Regular Session **44.**

Meeting Date: 08/27/2019

Receive updates on the Department of Infrastructure projects and issues

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/26/2019 09:25 AM
Form Started By: Vicky Edwards		Started On: 07/26/2019 08:45 AM
Final Approval Date: 07/26/2019		

Commissioners Court - Regular Session **45.**

Meeting Date: 08/27/2019

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $150,000 from North Mays Extension (P224) to Forest North Drainage (P225). Also, to move $2,100,000 from 2013 Road Non-Departmental (P290) to Lakeline Right Turn Lanes (P331) of $100,000, Seward Junction SW (P274) of $1,500,000, CR 119 (P214) of $100,000, CR 110 Middle Phase 2 (P261) of $300,000 and CR 101 Phase I (P269) of $100,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2019 08:14 AM
Form Started By: Emmeline Hawkins		Started On: 08/21/2019 07:50 AM
Final Approval Date: 08/21/2019		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Hawkins, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: August 20, 2019

Re: 2013 Road Bond Budget Adjustments

Please make the following transfers to the 2013 Road Bond Program budgets:

- Move $150,000.00 from P-224 North Mays Extension to P-225 Forest North Drainage;
- Move $100,000.00 from P-290 2013 Road Bond Unallocated to P-331 Lakeline Right Turn Lanes;
- Move $1,500,000.00 from P-290 2013 Road Bond Unallocated to P-274 Seward Junction SW;
- Move $100,000.00 from P-290 2013 Road Bond Unallocated to P-214 CR 119;
- Move $300,000.00 from P-290 2013 Road Bond Unallocated to P-261 CR 110 Middle Phase 2;
- Move $100,000.00 from P-290 2013 Road Bond Unallocated to P-269 CR 101 Phase 1.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **46.**

Meeting Date: 08/27/2019

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $80,000 from 2013 Road Non-Departmental (P290) to San Gabriel Ranch Road (P439).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2019 08:14 AM
Form Started By: Emmeline Hawkins		Started On: 08/21/2019 07:51 AM
Final Approval Date: 08/21/2019		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: August 20, 2019

Re: 2013 Road Bond Budget Adjustment

We've had several construction issues on the Road & Bridge San Gabriel Ranch Road project to date. When the Road Bond team took over construction oversight, we were informed that all utilities were clear for the project, but our team spent the first several months working through utility relocation issues that used most of the original estimated budget.

Since the last budget transfer to this project there have been significant issues with the concrete, resulting in bridge columns that had excessive honeycombing. Fortunately, our HNTB observer identified this issue in the field and HNTB spent quite a bit of time working with the engineer and the contractor to determine the best solution. As a result of their negotiations, the contractor removed those columns and reconstructed them at the contractor's own expense.

The contractor has also encountered ground water in the channel that prevented them from placing rock riprap and moving forward with beam placement. Our team has been working with them to come up with a solution that will allow construction to move forward. The project is a couple months behind its anticipated schedule due to these issues, but we expect it to be completed in late 2019. Due to all of these issues this project requires additional funds.

Please make the following budget adjustment:

- Move $80,000.00 from P-290 Unallocated to P-439 San Gabriel Ranch Road

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **47.**

Meeting Date: 08/27/2019

North Mays Extension - Utility Agreement with Charter Communications

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Utility Agreement between Charter Communications and Williamson County for utility relocations on North Mays Extension, a Road Bond project in Commissioner Pct. 1. (Funding Source: Road Bonds, P224)

Background

Charter Communications has existing facilities, which are in conflict with the proposed construction for the North Mays Extension project. The reimbursement and joint use agreement allows them to remove existing facilities (Overhead and Underground Cable) that are in conflict with the proposed roadway and install new facilities in the proposed right of way. The County will reimburse Charter Communications $28,536.80 for the installation of 12,500 linear feet of Overhead copper cable onto Oncor's new poles and 2,500 linear feet of underground copper cable. This relocation is 26.64% reimbursable. The total anticipated reimbursement to Charter Communications by the County is $28,536.80, which is 26.64% of the total eligible costs of $107,112.63. The total eligible costs do not include betterments, because those costs are paid for by the Utility Owner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Mays Extension - Utility Agreement with Charter Communication

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:56 AM
Form Started By: Dawn Haggard		Started On: 08/22/2019 10:30 AM
Final Approval Date: 08/22/2019		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 16 day of August, 2019, by and between Charter Communications (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain proposed to installing approximately 10,000 L.F. of OH fiber cable and 2,500 L.F. of OH copper cable onto Oncor's news poles. Installing approximately 2,500 L.F. of underground copper cable and removing existing OH and UG facilities (herein called Facilities).

WHEREAS, County desires to construct proposed North Mays Extension Phase I (Paloma Dr. to Oakmont. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Charter Spectrum relocation consist of: Installing approximately 10,000 L.F. of OH fiber cable and 2,500 L.F. of OH copper cable onto Oncor's news poles. Installing approximately 2,500 L.F. of underground copper cable
- County will reimburse Utility for Engineering Services, Relocation, Inspection Services, Construction Costs and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 12,500 L.F. of OH Cable and 2,500 L.F. of UG cable along with apparatus defined as Work = $ 107,112.63

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final

eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")

5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Charter Communications
Name of Utility

By: Troy T. Smith Jr
Authorized Signature

Troy T. Smith Jr
Print or Type Name

Title: Construction Supervisor

Date: 8.16.19

WILLIAMSON COUNTY

By: _____
Authorized Signature

_____
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

WILLIAMSON COUNTY

NORTH MAYS EXTENSION
PRECINCT NUMBER 1

ROADWAY	CLASSIFICATION	DESIGN SPEED
NORTH MAYS	ARTERIAL	40 MPH
OAKMONT	COLLECTOR	30 MPH

ROADWAY	ADT (2019)	ADT (2039)
NORTH MAYS	7,530	16,500
OAKMONT	2,430	5,325

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

NET LENGTH OF ROADWAY = 3696.68 FT (0.688 MI.)
NET LENGTH OF BRIDGE = 1224.00 FT (0.232 MI.)
NET LENGTH OF PROJECT = 4910.68 FT (0.920 MI.)

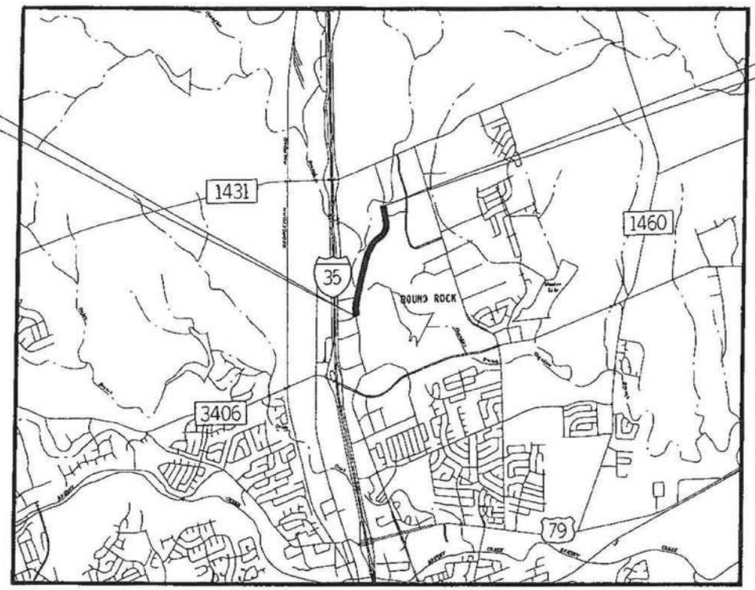
LIMITS: FROM PALOMA DRIVE TO 185' SOUTH OF CHANDLER BRANCH TRIBUTARY 1

FOR THE CONSTRUCTION OF NEW ROADWAY CONSISTING OF GRADING, BASE, PAVING, STRUCTURES, DITCHES, STORM SEWER SYSTEM, WATER QUALITY BMPS, SIGNING, AND PAVEMENT MARKINGS

90%
SUBMITTAL

BEGIN PROJECT
STA. 30+04.61

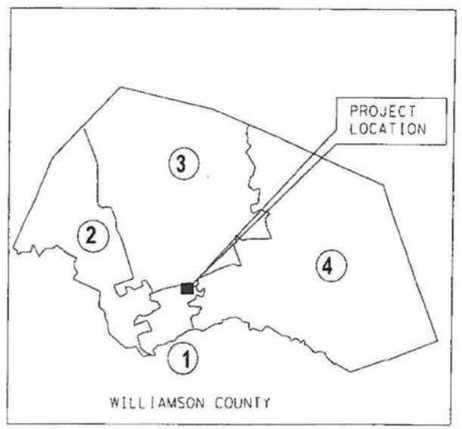
END PROJECT
STA. 79+15.29



VICINITY MAP
N. T. S.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER(S) THAT PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ROUND ROCK (OR OTHERS) MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER(S).

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:



WILLIAMSON COUNTY

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHEAD: UPPER BRUSHY CREEK
AREA OF DISTURBANCE: 15.98 AC

PREPARED BY:
LJA ENGINEERING, INC. (DESIGN CONSULTANT)

KENNETH G. SCHROCK, P.E. — DATE
PROJECT MANAGER

LJA Engineering, Inc.
FRN-F-1386

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF:
KENNETH G. SCHROCK, PE
TEXAS REGISTRATION: 93593
DATE: 12/22/2016
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

WILLIAMSON COUNTY
1848

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ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

APPROVED BY:
WILLIAMSON COUNTY

DAN A GATTIS — DATE
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

LISA BERKMAN — DATE
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 1

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE — DATE
ROAD BOND MANAGEMENT TEAM

APPROVED BY:
CITY OF ROUND ROCK

GARY HUDDER — DATE
TRANSPORTATION DIRECTOR

Oncor and Contractors will follow the TXDOT MUTCD for Traffic Control. Oncor will provide erosion protection and environmental permit as required.

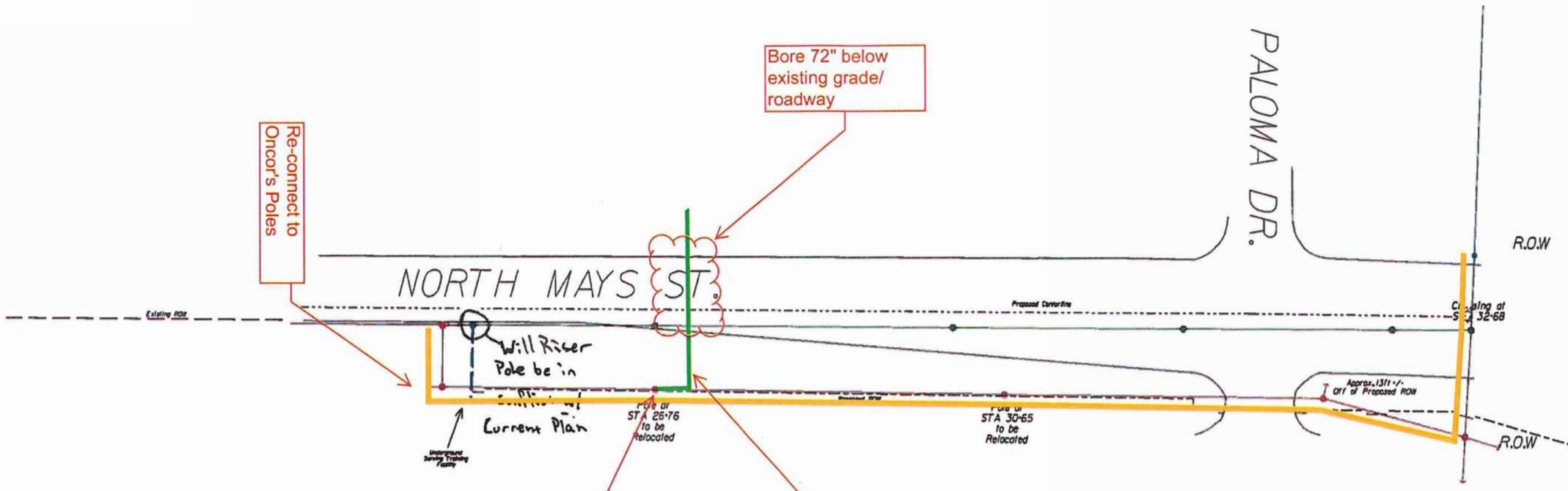
Wood poles are less than 36" diameter. Proposed poles in R.O.W. are within 36" of R.O.W. Wood poles are branded with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

Charter Spectrum Legend

Proposed OH

Proposed UG



Charter Spectrum will need to riser down and connect to their existing facilities across North Mays St.

Open trench 84" below existing grade

LEGEND

Proposed Poles/Downguys

Poles/Conductor to be removed

Poles/Conductor to be remain in place

Sheet 1 of 1 WR 3306699

ONCOR ELECTRIC DELIVERY
Round Rock District

Williamson County
North Mays Street Extension

Scale: No Scale Date: 10/30/2018

Charter Spectrum Legend

Proposed OH

THIS SHEET

INSTALLED
6 Poles
683 Linear Feet of Conductor

REMOVED
8 Poles
1353 Linear Feet of Conductor

EXISTING PRIVATE EASEMENT or P.U.E.

001 - Cab: T, SL: 142

002,003,004 - Cab: R, SL: 101

005,006,007,008 - Vol: 973, Pg: 18, Vol: 1595, Pg: 226

Reconnect to Oncor's Poles

65' Pole

R.O.W.

MATCH LINE SHEET V.1

001 R-40' Pole

35+00

Crossing at Sta: 35+85

4 wire 4/0csr

P-65' Pole

Pt. 57+28.01

Guard Light

002 R-40' Pole

R-4wire 4/0csr 191'

224'

003 R-40' Pole w/D.Guy

228'

004 R-40' Pole w/D.Guy 29'

Repl-40' 005 Pole/D.Guy w/45' Pole/D.Guys

P-3 wire 795aac-2acsr N 188'

201'

006 R-40' Pole

W.W. Line

P-45' Pole W/D.Guy

16ft

32ft

39ft

20ft

R-3 wire 477acsr-4acsr N 201'

CHANDLER BRANCH CRK

W.W. Line

007 R-40' Pole w/D.Guy

P-45' Pole W/D.Guy

Crossing at Sta: 42+61

P-205' 3wire 1000Al mcm w/2-6" PVC Conduits

Minimum Depth 3ft

P-3 wire 795aac-2acsr N 280' 288'

Tree Clearing Required

NORTH MAYS STREET

40.00

45.00

R.O.W.

S 89°49'25" E

P-D.Guy

R-D.Guy

008 Repl-40' Pole w/45' Pole R-D.Guy

Guys

Oncor
LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conducotr to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Proposed URD Conductor

Oncor and Contractors will follow MUTCD for Traffic Control. Oncor will provide erosion protection and environmental permit as required.

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement

Sheet 2 of 3 WR 3306699

ONCOR ELECTRIC
ROUND ROCK DISTRICT

Williamson County
North Mays Street Extension

Scale: 1"=100' Date: 07/18/2017

Charter Spectrum Legend

Proposed OH

Proposed UG

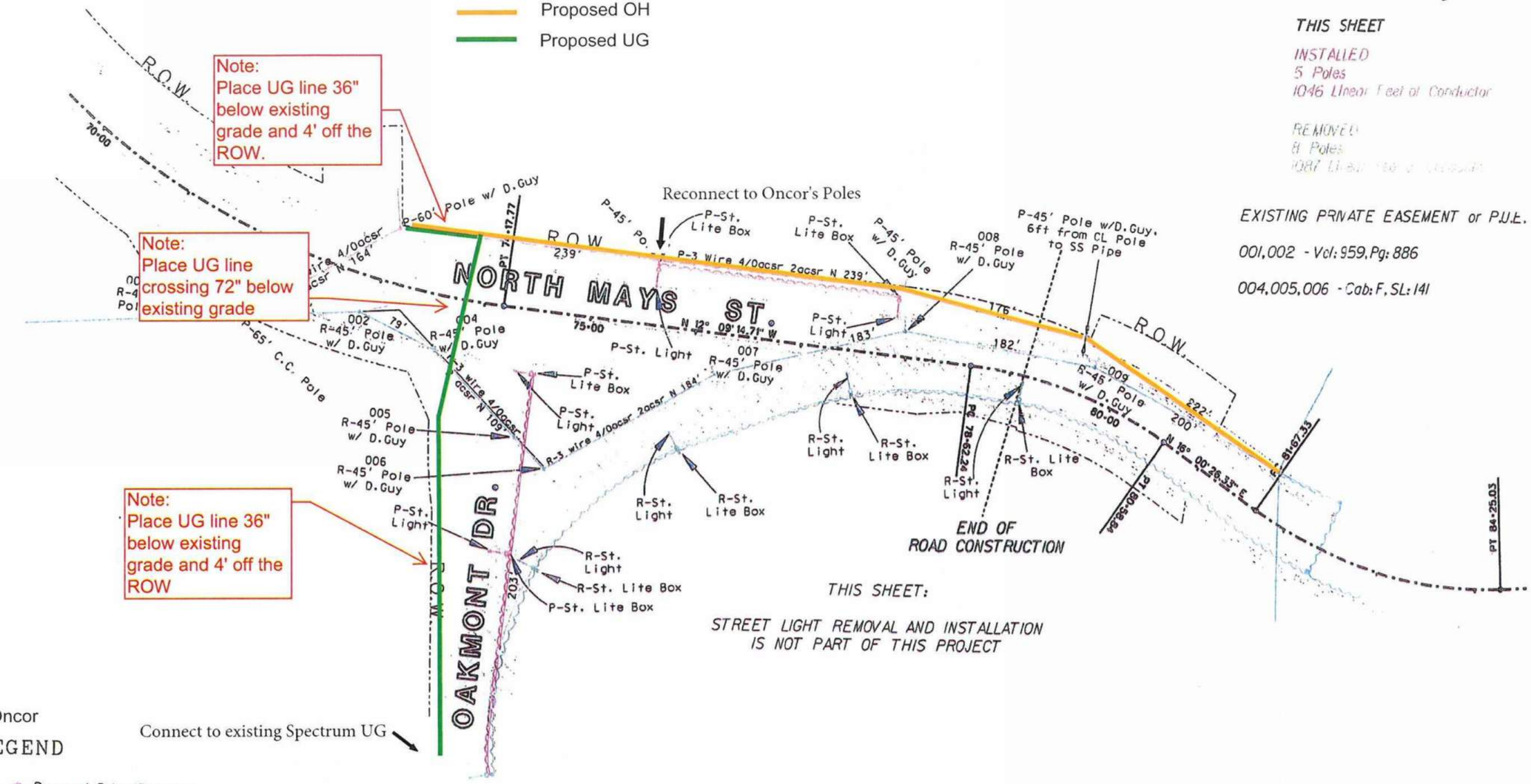
Note:
Place UG line 36" below existing grade and 4' off the ROW.

Note:
Place UG line crossing 72" below existing grade

Note:
Place UG line 36" below existing grade and 4' off the ROW

Reconnect to Oncor's Poles

Connect to existing Spectrum UG



THIS SHEET

INSTALLED
5 Poles
1046 Linear Feet of Conductor

REMOVED
8 Poles
1087 Linear Feet of Conductor

EXISTING PRIVATE EASEMENT or P.U.E.

001,002 - Vol: 959, Pg: 886

004,005,006 - Cab: F, SL: 141

THIS SHEET:

STREET LIGHT REMOVAL AND INSTALLATION IS NOT PART OF THIS PROJECT

Oncor

LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conducotr to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place
- Proposed URD Conductor

Oncor and Contractors will follow MUTCD for Traffic Control. Oncor will provide erosion protection and environmental permit as required.

All Conductor in ROW Is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement

Sheet 3 of 3 WR 3306699

ONCOR ELECTRIC
ROUND ROCK DISTRICT

Williamson County
North Mays Street Extension

Scale: 1"=100' Date: 07/18/2017

Project Cost

Labor Cost		Material Cost		Design Cost	
Coax AE	16041.61	Coax AE	3494.43	Coax AE	0
Coax UG	18626.24	Coax UG	4722.35	Coax UG	0
Fiber AE	12573.57	Fiber AE	15002.56	Fiber AE	0
Fiber UG	34705.38	Fiber UG	1946.49	Fiber UG	0
New Wire	0	New Wire	0		
Re-Wire	0	Re-Wire	0		
Non Std Labor Cost	0	Non Std Material Cost	0		
Labor Cost	81946.80	Material Cost	25165.83	Design Cost	0
Total Project Cost	107112.63				

Material

Code	SubCat	Quantity	Rate	Cost
Totals				$25,165.83
450376-PPC - CONNECTOR, 500 SPLICE (3-PC.),OBS FOR LEGACY CTR 4503	AC	3	8.613	$25.84
245363-REG - SPLITTER, LINE 2-WAY, W/CRWBR,1.2GHZ 15 AMP, 90V (REGA	UC	2	33.59	$67.18
450349-PPC - CONNECTOR, 500 PIN (3-PC.),OBS FOR LEGACY CTR 450349-(	AC	16	2.821	$45.14
222346-000-TWC - AMP, COMPLETE TYPE 3A/T DUAL,18DB RTN 42/53 1002	AC	3	512	$1,536.00
245363-REG - SPLITTER, LINE 2-WAY, W/CRWBR,1.2GHZ 15 AMP, 90V (REGA	AC	1	33.59	$33.59
222346-000-TWC - AMP, COMPLETE TYPE 3A/T DUAL,18DB RTN 42/53 1002	UC	1	512	$512.00
589387-ARM - VAULT, 30X48X36 FIBERGLASS,ASSY, W/POLYMER COVER (2	UF	1	482.2	$482.20
577827-CHA-TWC - VAULT, 48X36X28 RHINO ENCLOSRE,	UF	1	1032.	$1,032.30
249918-ANT - TAP, 2-PORT 14DB, MILENIUM,1.2GHZ FIBER DEEP (ANTRONIX	AC	1	14.88	$14.89
474728-PPC - CONNECTOR, SPLICE BLOCK 2.5	AC	1	9.283	$9.28
5T1052233-TWC - ENCLOSURE FIBER SPLICE D6 W/6,TRAYS & 6 GROUNDS	UF	1	431.9	$431.99
451784-PPC - CONNECTOR, 750 PIN (3-PC.),OBS FOR LEGACY CTR 451784-(	AC	1	7.109	$7.11
452467-PPC - CONNECTOR, 875 SPLICE (3-PC.),OBS FOR LEGACY CTR 4524	AC	1	20.67	$20.67
5T1052233-TWC - ENCLOSURE FIBER SPLICE D6 W/6,TRAYS & 6 GROUNDS	AF	3	431.9	$1,295.96
5T1058459-TWC - CONDUIT 4IN SDR 13.5 SMOOTH,TERRA COTTA	UC	1500	2.237	$3,356.72
800422-000 - FIBER, 288 CNT, ALL-DIELECTRIC,LOOSE TUBE, SGL MODE, DRY	AF	10000	1.370	$13,706.60
3T1015768-TWC - CABLE 500 P3-T10 UG JCKTD SM,SEE #1000362	UC	2500	0.312	$781.00
303219-000 - CABLE, .500 AERIAL ALTERNATIVE,RODENT DETER JACKET 4(	AC	2500	0.351	$878.75
451796-PPC - CONNECTOR, 750 SPLICE (3-PC.),OBS FOR LEGACY CTR 4517	AC	1	10.60	$10.60
245371-REG - SPLITTER, LINE 3-WAY, UNBALNCD,1.2 GHZ 15 AMP, 90V, CRC	AC	1	34.96	$34.96
500500-000 - ANCHOR, GUY MANTA RAY MR-1,	AC	4	63.15	$252.60
3T1017084-TWC - STRAND 1/4IN DOMESTIC 2500FT,REEL	AC	2500	0.25	$625.00
422454-PPC - CONNECTOR, 750 PIN, P3 (2-PC),(OBSOLETE FOR LEGACY CH	UC	1	5.451	$5.45

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 9/2/2019

Estimated Completion Date: 9/27/2019

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at __26.64___% eligible.

Eligibility Ratio Calculations

Underground (UG) Relocation			
Sheet #	Non- Reimbursable (LF)	Reimbursable (LF)	Subtotal (LF)
1 of 3	336	0	336
2 of 3	0	0	0
3 of 3	425	0	425
Subtotal	761	0	761
Eligibility of reimbursement (UG)			0.00%

= 0 (Reimburseable LF) / 761 (Total LF)

Overhead (OH) Relocation			
Sheet #	Non- Reimbursable (LF)	Reimbursable (LF)	Subtotal (LF)
1 of 3	75	632	707
2 of 3	0	405	405
3 of 3	600	0	600
Subtotal	675	1037	1712
Eligibility of reimbursement (OH)			60.57%

= 1037 (Reimburseable LF) / 1712 (Total LF)

Underground (UG) Relocation Costs			
Item	Labor	Material	Subtotal
Coax	$ 18,626.24	$ 4,722.35	$ 23,348.59
Fiber	$ 34,705.38	$ 1,946.49	$ 36,651.87
Subtotal	$ 53,331.62	$ 6,668.84	$ 60,000.46

Overhead (OH) Relocation Costs			
Item	Labor	Material	Subtotal
Coax	$ 16,041.61	$ 3,494.43	$ 19,536.04
Fiber	$ 12,573.57	$ 15,002.56	$ 27,576.13
Subtotal	$ 28,615.18	$ 18,496.99	$ 47,112.17

Composite Eligibility Ratio (CER) Calculation			
Facility to Be Adjusted	Cost of Adjustment	Individual Eligibility Ratio (IER)	Composite Costs
UG	$ 60,000.46	0.00%	$ -
OH	$ 47,112.17	60.57%	$ 28,536.99
Subtotal	$ 107,112.63		$ 28,536.99

= $60000.46 (UG Costs) x 0% (UG IER)

= $47112.17 (OH Costs) x 60.57% (OH IER)

CER =	26.64%

= $28536.99 (Subtotal Composite Costs) / $107112.63 (Total Costs)

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

SHEET 1. ~~CARROT~~ TELLABS

VOL 2003 PAGE 684

Form 50.3206

Non-Exclusive
EASEMENT AND RIGHT OF WAY

District: Round Rock
WA/Proj.: 1669/CJ370358
Grid Ref.: 2832o328
Type: B
Easement No.:

10283

3ER00228932

THE STATE OF ILLINOIS §
§
COUNTY OF DUPAGE §

KNOW ALL MEN BY THESE PRESENTS:

That TELLABS (TEXAS), Inc., a Texas Corporation of Williamson County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by Texas Utilities Electric Company, a Texas Corporation, P. O. Box 660164, Dallas, Texas 75266-0164, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, a Non-Exclusive easement and right-of-way for overhead and/or underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, across, and upon Grantor's land in the David Curry Survey, Abstract No 136, Williamson County, Texas, more particularly described in deed from Leo Maguire, and others to TELLABS (TEXAS), Inc., a Texas Corporation, dated January 17, 19 84, recorded in Volume 867, Page 368, Deed Records said County,

Said overhead electric supply line shall be located on or across said line as shown on EXHIBIT "A" which is attached hereto and made a part hereof.

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area, the right to prevent construction of any and all buildings, structures or other obstructions within right-of-way as shown on attached EXHIBIT "A" which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to the easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 13th DAY OF November, 19 90.

ATTEST: Jeffrey A. Rotter
Jeffrey A. Rotter
Assistant Secretary

TELLABS (TEXAS), Inc.

Michael J. Birck
President and Director

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Official Document

VOL 2003 PAGE 665

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A. D. 19____.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A. D. 19____.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

TEXAS UTILITIES ELECTRIC COMPANY
ELECTRIC & RIGHT-OF-WAY
O. BOX 660268 — MAIL CODE 1412
DALLAS, TEXAS 75266-0268

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A. D. 19____.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATION, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF ILLINOIS

COUNTY OF DUPAGE

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Birck, President and Director (Title) of TELLABS (TEXAS), INC., known to me to be the person(s) who name(s) is ~~(are)~~ subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of TELLABS (TEXAS) INC. and as President and Director (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of November, A. D. 1990.

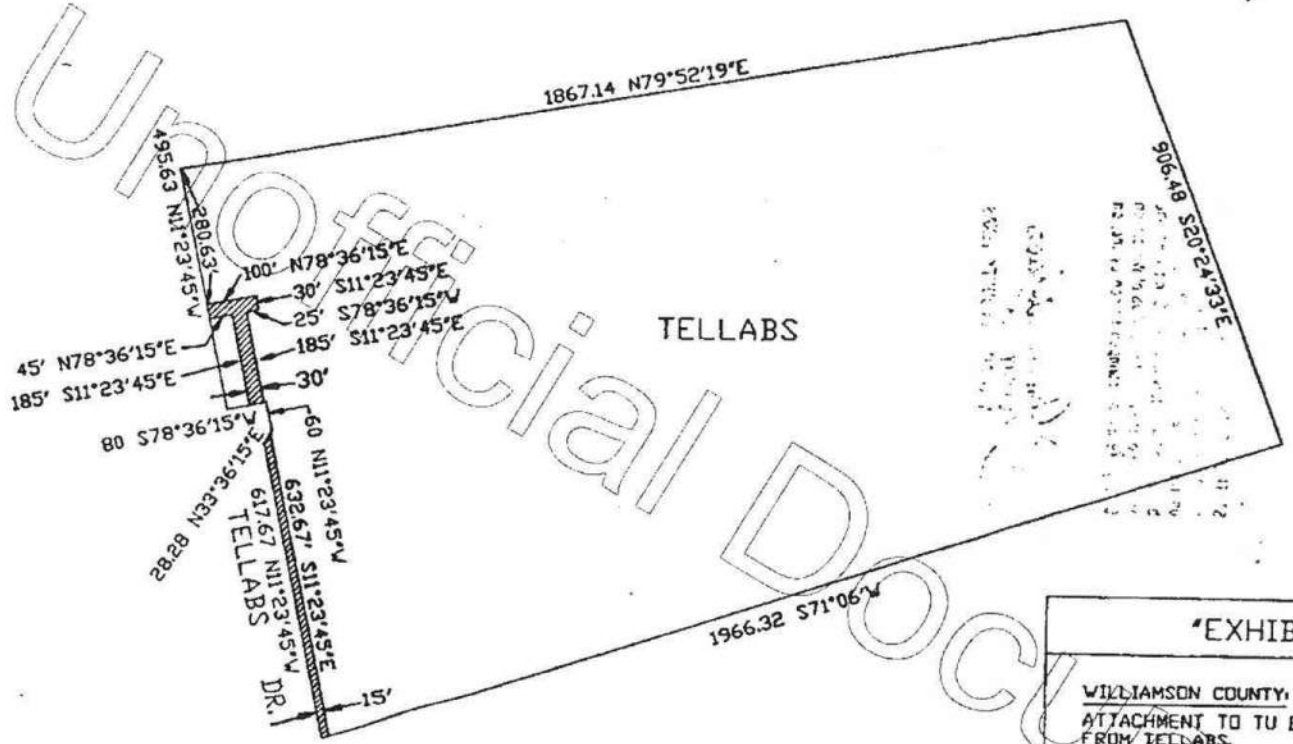
" OFFICIAL SEAL "
BETH M HALEVY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 7/27/94

MY COMMISSION EXPIRES _____

Beth M. Halevy
NOTARY PUBLIC STATE OF ~~TEXAS~~ ILLINOIS

Unofficial Document

Unofficial Document



SCALE: NONE

OWNERS INITIALS _____ DATE 11/13/98

"EXHIBIT A"

WILLIAMSON COUNTY.
ATTACHMENT TO TU ELECTRIC EASEMENT FROM TELLABS.

3ER00228932

DT\TELLABSE JR

VOL 2003 PAGE 667

FILED FOR RECORD
WILLIAMSON COUNTY, TEXAS
1991 APR 10 AM 9:27
James S. Boles
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

APR 11 1991

James S. Boles
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

10283
Williamson County

Bellaire Corp. J, Inc.
a Texas Corporation

to

Texas Utilities Electric Company

P. O. Box 660268, Dallas, Texas 75266-0268

9.00 pdde

TEXAS UTILITIES ELECTRIC COMPANY
TEXAS POWER & LIGHT
REAL ESTATE & RIGHT-OF-WAY
P.O. BOX 660268 – RM 1412
DALLAS, TEXAS 75266-0268

Unofficial Document

9/CC T 2 / J. Jones

FORM 51–Rev. 2-72 VOL. 973 PAGE 18

TAYLOR DISTRICT
Project: #390-444
Map Ref: 2816-324

EASEMENT & RIGHT OF WAY

THE STATE OF TEXAS)
COUNTY OF Williamson)

3832

KNOW ALL MEN BY THESE PRESENTS:

That REALTY INVESTMENT JOINT VENTURE, a Texas joint venture partnership acting by and through its duly authorized Managing Partner, JOHN T. JONES, JR.

of Travis County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the SOUTHWESTERN BELL TELEPHONE COMPANY, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the DAVID CURRY Survey, Abstract No. 130, Williamson County, Texas more particularly described in deed from LEON E. BEHRENS to REALTY INVESTMENT JOINT VENTURE dated December 23, 1983, recorded in Volume 959, Page 886, Deed Records of said County.

Being either a 20 ft. wide or a 10 ft. wide easement located 10 ft. of 5 ft. respectively either side of the described centerline as follows:
Beginning of 20 ft. wide easement:
Beginning at a point in a property line dividing the property of grantor and Interstate Highway No. 35. Said property line being the east right of way line of said highway. Said point being N 5° 52' E, 10 ft. from grantors southwest property corner. Thence S 89° 13'E, 450ft. thence S 50° 48' E, 11.5 to grantor south property line. Same being the north line of Robert L. Bowers, Trustee tract. Thence across said Bowers tract, 60 ft. more or less to grantors line bearing N 39° 20' E for an entry back into grantors property. Thence S 50° 48' E, 133 ft. Thence S 13 ° 43' E, 403 ft. Thence S 91° 48' E, 311 ft. Thence N 54° 42' E, 429.82 ft. to the beginning of a 10 ft. wide easement. Thence N 73° 16' E, 1345 ft. Thence N 20° 15' W, 903.7 ft. Thence N 20° 12' W, 460.31 ft. Thence N 20° 04' W, 897.69 ft. Thence S 70° 21' W, 652.97 ft. Thence 68° 13'W, 181.85 ft. Thence S 70° 55' W, 371.12 ft. Thence S 69° 10' W, 171.33 ft. Thence S 65° 14'W, 101.37 ft. Thence S 58° 22' W, 130.35 ft. Thence 57° 12' W, 19.16 ft. to the beginning of a 20 ft. wide easement. Thence S 37° 56E, 195.88 ft. Thence S 31° 12' E, 197 ft. Thence S 24°, 06' W, 526 ft. Thence S 19° 21' W, 158.13 ft. Thence S 34° 47' W, 61.46 ft. Thence S 17° 07'W, 137.64 ft. Thence S 14° 45' E, 247.11 ft. Thence S 9° 31'W, 247.78 ft. Thence N 84° 26' W, 377.10 ft. Thence S 5° 52' W, 340.26 ft. to the beginning described centerline bearing S 89° 13' E.

The above described property constitutes no part of my homestead . . . . . .

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect as needed poles, _____ stubs, and _____ guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, imporving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all said lines shall be abandoned.

EXECUTED this 6th day of February, A.D. 19 84.

REALTY INVESTMENT JOINT VENTURE

by _____
JOHN T. JONES, JR., Managing Partner

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Document is NOT OFFICIAL! This Document is the property of the Williamson County Clerk and is not official.

VOL 973 PAGE 19

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of .....

BEFORE ME, the undersigned authority, on this day personally appeared .....

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that .....executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this .....day of ....., A. D. 19.....

.....

Notary Public.....County, Texas

THE STATE OF TEXAS

.....

Williamson County

Easement and Right of Way

FROM

REALTY INVESTMENT JOINT VENTURE

TO

Texas Power & Light Co.

STATE OF TEXAS,

.....County

I, ... County Clerk in And for said County, hereby certify that the within Conveyance was filed in my office for record on the.....day of.....19.....,

at.....o'clock.....M., and duly recorded by me in Book.....of the Deed Records of said County, at page.....

Given under my hand and seal of office this.....day of.....19.....

.....

County Clerk.....County, Texas.

by.....Deputy.

P. O. Box 1069
Waco, Texas 76703

STATE OF TEXAS COUNTY OF WILLIAMSON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

FEB 7 1984

James S. Boles
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD

1984 FEB -6 PM 3:01

James S. Boles
COUNTY CLERK

3832

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. JONES, JR., Managing Partner (Title) of REALTY INVESTMENT JOINT VENTURE, a Texas joint venture partnership, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said joint venture partnership and as its Managing Partner (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of February, A. D. 1984.

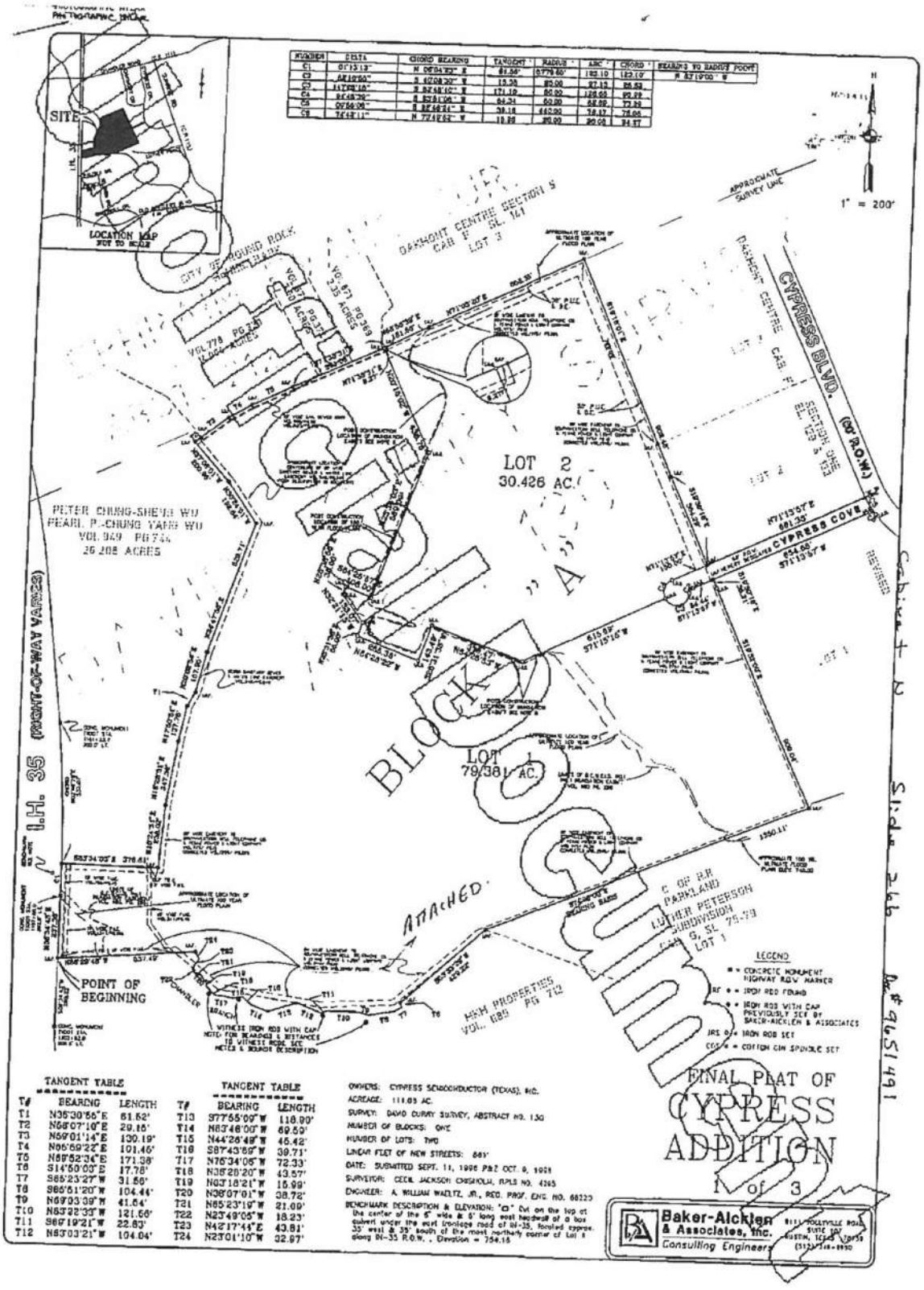
Dorothy V. Eudgens

Notary Public Travis County, Texas

Dorothy V. Eudgens

Unofficial Document

SHEET 2 VI595 P 126



CURVE	DELTA	CHORD BEARING	TANGENT	RADIUS	ARC	CHORD	BEARING TO RADIUS POINT
C1	01°13'13"	N 06°04'32" E	81.56'	5779.65'	162.10	162.10'	N 83°19'00" W
C2	88°18'50"	S 40°08'20" E	15.36	80.00	27.55	27.53	
C3	141°28'10"	S 88°48'40" W	171.10	80.00	128.60	99.27	
C4	88°48'39"	S 01°39'59" W	84.34	60.00	92.99	77.36	
C5	09°56'09"	S 86°48'24" E	38.18	440.00	76.37	76.09	
C6	76°48'11"	N 77°42'52" W	18.89	80.00	26.08	24.57	

TANGENT TABLE			TANGENT TABLE	
T#	BEARING	LENGTH	T#	BEARING	LENGTH
T1	N35°30'56"E	61.62'	T13	S77°55'09"W	116.90'
T2	N56°07'10"E	29.15'	T14	N83°46'00"W	69.59'
T3	N59°01'14"E	130.19'	T15	N44°26'48"W	45.42'
T4	N66°59'22"E	101.46'	T16	S87°43'59"W	39.71'
T5	N85°52'34"E	171.38'	T17	N76°34'06"W	72.33'
T6	S14°50'03"E	17.78'	T18	N36°28'20"W	43.57'
T7	S85°23'27"W	31.56'	T19	N03°18'21"W	15.99'
T8	S85°51'20"W	104.44'	T20	N36°07'01"W	38.72'
T9	N69°03'09"W	41.64'	T21	N85°23'19"W	21.09'
T10	N63°22'39"W	121.56'	T22	N23°49'05"W	18.23'
T11	S86°19'21"W	22.83'	T23	N42°17'44"E	43.81'
T12	N83°03'21"W	104.04'	T24	N23°01'10"W	32.97'

OWNERS: CYPRESS SEMICONDUCTOR (TEXAS), INC.
ACREAGE: 111.69 AC.
SURVEY: DAVID CURRY SURVEY, ABSTRACT NO. 130
NUMBER OF BLOCKS: ONE
NUMBER OF LOTS: TWO
LINEAR FEET OF NEW STREETS: 881'
DATE: SUBMITTED SEPT. 11, 1996 P&Z OCT. 8, 1996
SURVEYOR: CECIL JACKSON CRISHOLM, RPLS NO. 4265
ENGINEER: A. WILLIAM WALTZ, JR., REG. PROF. ENG. NO. 68223
BENCHMARK DESCRIPTION & ELEVATION: "O" Cut on the top of the center of the 5' wide & 5' long east headwall of a box culvert under the east frontage road of IH-35, located approx. 33' west & 25' south of the most northerly corner of Lot 1 along IH-35 R.O.W. . Elevation = 754.15

Cabinet N Slide 26b Ref # 9651491

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-North Mays Phase I – Charter Spectrum

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: North Mays Extension
Phase I: From Paloma Dr. to Oakmont.

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Charter Communications , hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 16 day of August , 2019, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Charter Communications
Utility Name

By Troy T. Smith Jr
Authorized Signature

Title: Construction S u p e r v i s o r

Date: 8.16.19

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

RECEIVED

HNTB CORPORATION
ROUND ROCK

08/20/2019

CobbFendley

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Date: August 20, 2019
CobbFendley Job: 1703-011-03 Task 06
Re: Williamson County – North Mays Extension

Charter Spectrum Agreement Package

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Hand delivered

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	
5	North Mays Extension – Charter Spectrum Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Mr. Church:
Please see the attached Charter Spectrum's Agreement Package for the above project. We have reviewed and approved the agreement in the amount of $28,536.80 (total relocation cost $107,112.63; 26.64% eligibility ratio).

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED _____
Brad Carabjal, Project Engineer

Commissioners Court - Regular Session **48.**

Meeting Date: 08/27/2019

Manuals

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Employee Policy Manual, including the Social Media Policy.

Background

Changes would go into effect October 1, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM

SMP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2019 11:39 AM
Form Started By: Rebecca Clemons		Started On: 08/21/2019 10:53 AM
Final Approval Date: 08/21/2019		

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective October 1, 2019

TABLE OF CONTENTS

About Williamson County..... 1

Employment..... 2

Work Environment..... 7

- Leave..... 8
- Benefits..... 13
- Expenditure Guidelines..... 16

Compensation..... 21

Employee Responsibilities..... 30

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week • Determination of pay vs comp time is based on departmental budget
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period
Non-Exempt ~~Essential Personnel~~ Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, ~~time and one half pay~~ overtime may refer to accruals of compensatory time or ~~overtime~~ payments. Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half. ~~overtime pay.~~



Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources	A request to post must be sent to Human Resources	Position will be posted through online hiring system for a minimum of 5 calendar days
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only	An email or manual written posting may be used to notify employees of the vacancy	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.)
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position	Contact Human Resources to request applications from the previous posting	Applications will be provided through the online hiring system for the hiring manager to review

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire



New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is ~~mandatory~~ strongly recommended. The first pay check will be mailed to the address of record, as will the first paycheck whenever changing banking institutions. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation



Employment

Transfers

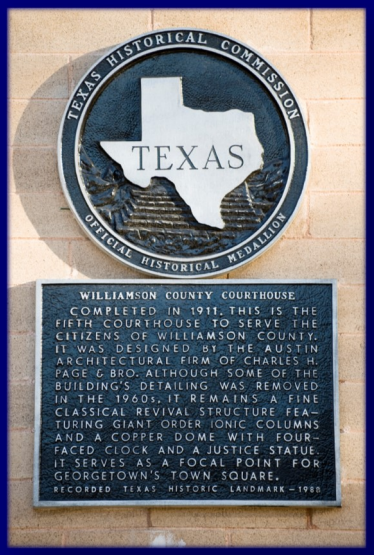
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)



Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work



Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, ~~holiday,~~ vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave ~~for~~ on the last day of each pay period. The leave hours will ~~may~~ be adjusted when employees have any unpaid leave, with the exception of workers compensation. ~~are not in paid status.~~ The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period • Changes in work schedules, may result in adjustments to leave balances & accruals • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) • Proration may occur for full-time employees that work less than 30 hours per week • Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition • May be required to provide documentation • Not a substitute for vacation • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees • Must be used by the end of the fiscal year • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change • Employee must work or be on approved paid leave the day before and after the holiday • EMS Paramedics will receive up to 12 hours based on normal shift assignment
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law • Documentation may be required • EMS paramedics will receive 2 days/hours based on normal shift assignment
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations • Leave may be approved when an employee is summoned to testify for a case that is work related only • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay • Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure • Employees on approved leave of any type are not eligible • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge • EP leave must be used before the end of the current fiscal year



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	• Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	• Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001) • HR will coordinate leave and medical care with the Worker's Compensation carrier • Contact HR for more information

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org



For more information on FMLA visit: http://www.dol.gov/whd/fmla

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 work-weeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Administrative Leave

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the county sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment • A minimum of 8 Hours and no more than 40 hours must be contributed • Must enroll each year during benefits open enrollment
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	• Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned •Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

Type	Policy	Additional Information
Medical Vision, Dental	• Full time employees are eligible for medical/vision/dental coverage on the first of the month, following the completion of 60 days of employment. • Current employees can make changes only during open enrollment or due to a qualified life event. • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.	Contact the HR Benefits Team for additional Information or visit: Benefits
Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost	
Voluntary Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits.	
EAP	• EAP services are provided at no cost to all full time employees	
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period	For more information visit: https://www.tcdrs.org Retiree Medical







Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required)
Seminars & Conferences	• All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

Expenditure Guidelines

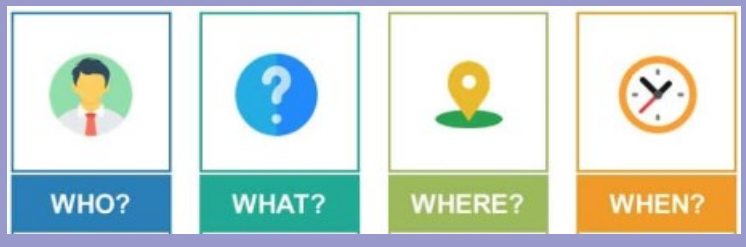
Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required) • Airfare ~~will~~ must be paid directly to the ~~travel agency or~~ airline or Accent Travel, (i.e. no other travel agencies such as Expedia) • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging • The County will not issue reimbursements for tickets purchased with frequent flyer miles • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed) • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required ~~• Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided~~ • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request • Insurance purchased when renting a vehicle may also be reimbursed ~~• Additional modes of ground travel will not be reimbursed~~ • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal)
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour) ~~• Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required~~ ~~• For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.~~ • Reimbursement for mileage is prohibited between place of residence and usual place of work • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive) • It is the responsibility of the employee to keep track of mileage • Employees assigned to a County vehicle are not eligible for mileage reimbursement • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable

Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 • Government rate or least expensive rate should be requested at all times • Hotel accommodations require an itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County
	• Meal reimbursements are limited to a maximum of $50.00 per day
	  •$20.00 for meals when traveling outside the County for day trips
	  •$20.00 for meals on day of return for overnight travel (unless returning after 8pm)
	  •$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required)
	  •If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed
	  •$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	• Any meals related to business travel ~~Meals during day trips~~ cannot be charged to the p-card except in certain cases, approved in advance by the Auditor
	• All meals not associated with an overnight stay are taxable
	• Meal receipts are not required for per-diem~~, unless requested by the supervisor or department head~~
	• Alcoholic beverages are not reimbursed
	~~• Tips should be reasonable and should be included in the $20.00 or $50.00 meal allowance~~
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable
	• Meals purchased for entertainment/business purposes are not allowed
	• Meal reimbursements are paid for County employees only







Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures • All travel expenses must be supported with an itemized receipt • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. ~~The County will not reimburse airfare prices if they are higher than the cost of mileage reimbursement~~ • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. ~~Ensure that the correct budget line item is being charged~~ • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • ~~Personal purchases are not allowed and must be reimbursed immediately if they occur. Attach a check, made payable to Williamson County, for these charges with expense reimbursement~~ • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request • The Auditor's Office may request additional documentation for any or all reimbursements • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to 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 a business trip
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office • Alcoholic beverages/tobacco products • Drinking water services • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events)
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 • 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
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 or fees that could be construed as campaigning • Sale tax on goods purchased • Community outreach items exceeding $2 per item

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible

Expenditure Guidelines

Type	Policy
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time 4. All uniforms and other County property must be promptly returned if County employment ends 5. Employees will not be issued a uniform without written acknowledgment of this policy 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy 7. Footwear including the type/brand for all departments must be approved during the budget process *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees • Only paid receipts will be reimbursed • For additional details on ineligible expense items refer to the County Budget Order • If a receipt is unattainable or is lost, a written statement must be submitted for the expense • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides. • Civic dues are not allowed. (i.e.: Chamber of Commerce dues)
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order • Employees can be taxed for these items. • ~~In order to avoid an item being taxable~~ In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items

Compensation Policies

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions • Works closely with departments/offices to clearly understand structure & how each position fits within the organization • Identifies positions to be reviewed during the current salary study • Gathers & analyzes market data • Provides recommendations to the Commissioners Court	• The position classifications that have been identified for the study will be presented to Commissioners Court • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection • Requests will be sent to the identified market entities (see Market below) • Data received will be analyzed & compiled • Pre-recommendation meetings will occur between HR & department/offices • Recommendations will be presented to Commissioners Court • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court • All changes will be effective in the new fiscal year following Commissioners Court approval
Departments/Offices	• Each department/office will select a designated point of contact • Works closely with HR to ensure that the organization structure and positions are fully understood	• Attends meetings throughout the process • Completes job analysis tools as needed
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, ~~El Paso, Hidalgo~~, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt

Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
- The payroll calendar is located on the Auditor's Portal

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin expr Wilco	B.24
Specialty Program Coordinator	3 years experience	B.24
Court Admin III CCL/District	5 years Court Admin expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin expr Wilco	B.28

Don't forget to check pay slips online at any County Computer!





Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position	Max of ~~5%~~ 7% per employee, per budget year* authorized as a merit percentage amount or a lump sump (if a merit eligible employee has reached the max of their grade) ~~• If a merit eligible employee has reached the maximum of their pay grade, a lump sum merit payment may be awarded and can-not exceed 5% 7% of their current base salary~~	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employ-ment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases ~~• Positions participating in tenure based pay scale are not eligible for merit increases~~ • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Position Salary Surplus	• Cannot be used for merit increases • Cannot be requested to be moved between positions after February 15th	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacan-cy, promotion and reclassification policies.	• Contact HR for additional requirements
Filling a Vacancy	• When a current employee separates from employment or position • Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the mini-mum of the pay grade, effective 10/1/2018. See promotion above for current employees (no additional pay increas-es in the first 12 months with the exception of merit)	N/A	• Oracle workflow required	The maximum salary for a position cannot ex-ceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	• An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from an-other department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	• Approval by Commissioners Court, public hearing required • Change will be effective on the first pay period after Court approval • Oracle workflow required • Verification required	• Contact HR for additional requirements

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification)

Multiple pay changes cannot be processed ~~during the same pay period~~ on the same day

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Promotion	• When a current employee is hired into a different position with a higher pay grade • No additional pay increases in the first 12 months with the exception of merit	Max 15%above minimum of the pay grade, effective 10/1/2018,or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	Promotions and Merit cannot be processed during the same pay period
Demotion	• When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade • Viewed as lateral move	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. **Significant change in the job description that includes the addition or deletion of significant duties and responsibilities** 2. ~~**A position that is determined to be misclassified by comparison to like positions either internally or externally**~~ 3. **A reclassification cannot result in a position change that is not consistent with the original intent of the position with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director). These changes will be reviewed by the Budget Office and Human Resources. Recommended changes will be placed on the Commissioners Court agenda for approval** A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. *May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	• Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	• A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process.	Based on the steps in the chart	Based on the steps (when appropriate)	• Submission of request through budget software with back up documentation including whether additional budget is required	• Documentation of each position that will advance during the next budget year along with the approved career ladder plan

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration)
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step on the first full pay period following the approval of Commissioners Court Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County ~~on June 1st of each year.~~ Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	~~• Deputy – Max L 1.4~~ ~~• Det/Inv – Max L 2.5~~ ~~• SGT – Max L 3.6~~ ~~• LT – Max L 4.8~~ ~~• Captain – Max L5.10 (min L5.6)~~ • Maximum amount is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment *Off duty actions may constitute sexual harassment Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Social Media	While Williamson County encourages employees to enjoy and make good use of their off-duty time, certain activities may become a problem if their work is effected. Employees may use social media in any way they choose, as long as it does not produce adverse consequences. For this reason, employees are required to read and understand the social media policy which is accessible by visiting the **policy center** .

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

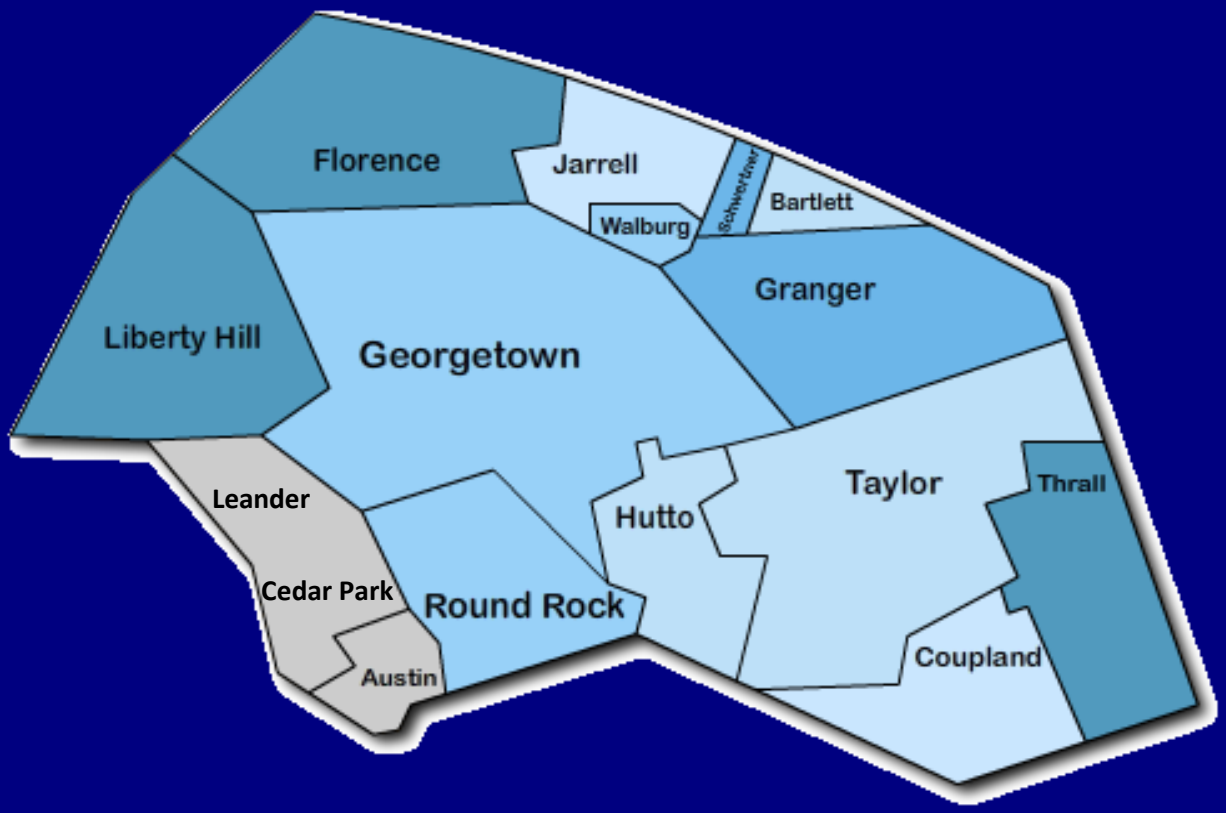
The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

For additional policy information contact the Human Resources Department or visit the policy center

100 Wilco Way Suite HR101
Georgetown, TX 78626
512-943-1533

HUMAN RESOURCES



Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. Employees may use social media in any way they choose, as long as that use does not produce adverse consequences. For this reason, employees are reminded that the following guidelines apply in use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) that:
  - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties
  - Interferes with the work of any employee
  - Creates a harassing, demeaning, or hostile working environment for any employee
  - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers
  - Harms the reputation of Williamson County among its taxpayers or in the community at large
  - States falsities or is slanderous about the County
  - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information. Health information is also considered personal information under this policy

- Employees may not use County equipment or facilities for non-work-related activities or business including social media

- Personal social media activities should never interfere with work commitments and **should not be conducted while at work**

- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.

- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County

- All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forum

- An employees online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County

<u>Any violations of this policy are subject to disciplinary action</u>



Commissioners Court - Regular Session **49.**

Meeting Date: 08/27/2019

County Social Media Acounts Policy

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on adopting revisions to the social media policy for County accounts.

Background

The social media policy for County accounts includes information on personal use of social media. The policy is being revised to refer employees back to the County's policy on personal social media usage so that any updates to that policy do not need to be updated in the policy for County accounts as well.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Social Media for County Accounts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 08:39 AM
Form Started By: Connie Odom		Started On: 08/22/2019 08:27 AM
Final Approval Date: 08/22/2019		

Williamson County Social Media Policy

I. Overview

Social media are a crucial piece of the 21st-century communication landscape. Williamson County ("County") recognizes and endorses their secure use as part of a strategy to stimulate engagement among the County's constituents. Social media present opportunity, as well as risk, for a governmental entity seeking to utilize them. Social media presented on behalf of the County on social media sites must be done in an appropriate manner so as to maximize that opportunity and minimize the attendant risk.

II. Purpose

The purpose of this policy is to address the use of social media communications that the County may utilize to reach a broader audience where appropriate and when approved by the Williamson County Commissioners Court. The Williamson County Social Media Policy establishes county policy regarding establishment, management and oversight of Official County social media accounts. This policy also address specific forms of social media below.

III. Official Williamson County Social Media Presence

All Official County presences on social media venues are considered an extension of the County's information and communications network. All Official County use of social media must be in compliance with this policy.

Official County social media sites should use links to direct users back to the County's Official Website Wilco.org for more information, forms, documents or online services necessary to conduct business with the County.

IV. Definitions

The use of "social media," for the purpose of this policy, refers to all means of communicating or posting information or content of any type on the Intranet or Internet. This includes but is not limited to a web log or blog, journal or diary, personal website, social networking or affinity web site (such as Facebook, Flickr, Twitter, You Tube, LinkedIn, Instagram), web bulletin boards, on-line chat rooms and other forms of social media which may become available.

V. Establishment of Social Media Accounts

Requests for new Official County social media accounts must be sent to the Williamson County Public Affairs Manager ("Public Affairs Manager") for approval and may not be created until approved. Requests will be evaluated based on how it will help offices and departments reach their stated goals, amount of posts that can be generated, individuality of the audience and staff available to post and monitor the site. The Public Affairs Manager will assist offices and departments with selecting appropriate social media outlets and defining a strategy for engagement using social media.

Policy Approved and Adopted by
Williamson County Commissioners Court
_____ ____, 20____

Williamson County ITS Department ("ITS") will create all new accounts using only an Official County account. No personal email accounts can own an Official County social media account. ITS also will maintain passwords for social media accounts. All Official County social media accounts must include the Public Affairs Manager and ITS as administrators for the account. Other social media administrators or editors may be added at the discretion of the Public Affairs Manager upon the execution of the Social Media Policy Acknowledgement Form attached to this policy. Social media administrators or editors may be removed by the Public Affairs Manager for failing to abide by the expectations, policies and guidelines of this policy.

Each elected office or department head is responsible for designating a social media editor(s). **In the event an editor for an elected office or department is terminated, the elected official or department head must immediately notify the Public Affairs Manager of such termination so that such social media editor's access to a particular social media site is terminated.**

The social media editor for each elected office and departmental shall:

- review social media sites or tools that have already been established in their offices and departments to ensure that they are in compliance with this policy;
- ensure the office or department social media sites are regularly maintained and kept current (frequent review of sites that provide opportunity for comment or other interaction is essential);
- ensure that information placed on the social media venue is accurate, professionally presented, respectful, relevant and on topic with the office or department's mission (care must be taken to ensure that grammar and spelling are correct. Mistakes must be corrected quickly); and
- sign the Social Media Policy Acknowledgement Form attached to this policy

VI. Official Statements and Press Releases

All Williamson County departments and employees reporting within a chain of command to the Williamson Commissioners Court **must** contact the Public Affairs Manager for assistance with Official County statements and press releases. Under no circumstances should an employee represent themselves as an Official County spokesperson or representative of the County or any County department without the express written approval of the Williamson County Commissioners Court.

It is strongly encouraged and recommended that Williamson County Elected Officials contact the Public Affairs Manager for assistance with official statements and press releases relating to their specific offices.

VII. User Comments

Where possible, social media pages should make clear that opinions expressed by visitors to the page do not reflect the County's opinions. Social media pages shall clearly state that user

comments are moderated and will be subject to removal, and shall include the following notice:

"Williamson County's social media accounts are a moderated online presentation of information, news and comments and are not a public forum. Comments posted by users do not necessarily reflect the views of Williamson County. User comments that include profanity, personal attacks, political views, ideas irrelevant to the topic or advertising will be subject to removal. Users should present questions regarding a County official's policy or procedure directly to the County official. This site is monitored during regular business hours, 8:00 a.m. – 5:00 p.m., Monday-Friday."

Social media accounts are interactive forms of communication with the public. If a comment is made, question asked or message sent, a response should be given within 24 hours during the week or on Monday if over the weekend.

Comments in violation of the above criteria shall be archived – either by printing or taking a screen shot of the comment – then deleted, with a description maintained for record-keeping purposes detailing why the comment was removed.

VIII. Employee's Personal Use of Social Media

Employees must not use their County e-mail address to register on social networks, blogs or other online tools utilized for **personal** purposes. County employees must keep County related social media accounts separate from their personal social media accounts. To distinguish official accounts from personal accounts, employees are not allowed to use "WilCo", "Williamson County", departmental logos, seals or badges in their personal account names. It is also recommended that employees include a disclaimer in the bio or description sections of personal accounts similar to the following: "The postings here are my own opinion and do not reflect or represent the opinions of Williamson County."

Please refer to the County's personal social media use policy for more information on the personal use of social media. ~~The County recognizes that employees may choose to participate in social media activities when off-duty, and in no way seeks to limit an employee's use of social media on their own time. However, employees should ensure that their off-duty social media activity does not interfere with their work for the County or with their workplace relationships.~~

~~Unofficial County statements posted on a personal social media venue are discouraged, and if made should include a disclaimer stating that the posting is not the official position or opinion of the County. A recommended disclaimer could be worded as follows: "The postings on this site are my own opinion and do not reflect or represent the opinions of Williamson County or the department/elected office for which I work."~~

~~Employees should refrain from posting any information, rumors, gossip, photographs, video or audio of co-workers, clients, customers, and vendors of the County without the express permission of the other individual(s). Such activity, even if conducted while off-duty, could affect the work environment and may be a violation of other County or elected office policies.~~

~~Information posted on social media sites can be accessed by a wide audience and the social media~~

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~~participant has limited ability to restrict access to such posts. It is reasonable to expect that one's social media postings may be viewed, copied, forwarded, printed or otherwise shared with multiple people, including elected officials, department heads and other employees of the County. Employees are responsible for their own social media activity and are solely responsible for any liability created by posting any defamatory or libelous information about another individual or organization.~~

~~Employees are prohibited from disclosing any information on the Internet, Intranet or in any other manner obtained in the course of their employment that is confidential, personal or private, unless so required by state law or a court order. Violations of copyright laws and restrictions and privacy policies are prohibited. Questions regarding any disclosure should be directed to the County Attorney.~~ Employees who violate any County policy may be subject to discipline by their department head or elected official, up to and including termination of employment.

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IX. Compliance with Laws

The County's social media technology use shall comply with all applicable federal and state laws, county regulations and policies including, but may not be limited to, copyright, First Amendment, privacy laws, employment related laws and County established usage policies.

Information that is proprietary, subject to the attorney-client privilege or state or federal privacy laws, and information not subject to disclosure under the Texas Public Information Act shall not be posted on any County social media site.

X. Texas Public Information Act and Records Retention

Pursuant to Section 441.158 of the Texas Government Code, the Texas State Library and Archives Commission promulgates records retention schedules for records of local governments. The retention period for a record depends on the content of that record, regardless of the medium in which it is maintained. The Public Affairs Manager shall preserve records on a County server for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Further, the Public Affairs Manager will destroy, transfer, or otherwise dispose of records in accordance with records disposition schedules.

The County's social media sites are subject to the Texas Public Information Act (TPIA), found in Ch. 552, Texas Government Code. Content in County social media, including a list of subscribers and posted communications, is public record. Content shall be maintained in an accessible format so that it can be produced in response to a request.

XI. Guidelines for Specific Forms of Social Media

A. YouTube/Vimeo Web Video

YouTube and Vimeo are free video-sharing website on which users can upload, share and view videos.

- The County will place appropriate videos online using YouTube and/or Vimeo.
- The County is a registered user on YouTube, meaning that the County can upload videos, and the County YouTube "channel" is branded with the County logo.
- YouTube accounts are established by ITS. Offices and departments must send a request for an Official County YouTube channel to the Public Affairs Manager.
- E-mail requests to place programmatic videos online must be sent to the Public Affairs Manager
- The Public Affairs Manager must review and approve all videos prior to posting. Please allow three business days for review (depending upon the length of the video). Videos will be reviewed for quality, consistent overall County message, priority, goals, etc. Additional time may be needed to edit or upgrade the video project, if needed.
- ITS will only post videos to Wilco.org as directed and approved by the Public Affairs Manager.
- Online video content must follow guidelines in the Williamson County Public Communication Policy.

B. Blog

A blog is a type of website, usually maintained by an individual with regular entries of commentary, descriptions of events, or other material such as graphics or video. The County does not currently have an Official County blog at the time this policy was adopted; provided, however, the following policies will apply to future Official County blogs:

- The County may place appropriate messages and information online using an Official County Blog(s) for the purpose of sharing timely information with citizens about County government and emergency services communications.
- The Official County logo must appear in the Blog banner.
- Official County Blogs must use approved County selected template.
- Blogs must be used as "Blogs" and cannot replace content posted on Wilco.org or become departmental web pages.
- Comment posts are moderated by the Public Affairs Manager.
- All blog applications must be submitted to the Public Affairs Manager.
- Designated staff of the Public Affairs Manager, ITS and specific county staff who have been granted editing access for their office or department will be the only staff with access to post content on Official County Blog accounts.
- Contact the Public Affairs Manager for any questions related to blogs.
- E-mail requests to place information on an Official County Blog must be sent to the Public Affairs Manager or the Public Affairs Manager's designated staff.
- Official County Blog content will be reviewed for quality, consistency with overall County messages, priority goals, etc.
- To the extent applicable, Official County Blog content will follow content guidelines set out in the Williamson County Public Communication Policy.
- Social media administrators or editors may be removed by the Public Affairs Manager for failing to abide by the expectations, policies and guidelines of this

policy.

C. Facebook

Facebook is a free-access social networking website that users can join to connect and interact with other people or organizations.

- The County will place appropriate messages and information online using Facebook.
- The County maintains Official County Facebook accounts for the purpose of sharing timely information with citizens about County government and emergency services communications.
- Designated staff of the Public Affairs Manager, ITS and specific county staff who have been granted editing access for their office or department will be the only staff with access to post content on Official County Facebook accounts.
- Any department or office that has not been granted editing ability can send e-mail requests to place programmatic information on Facebook to the Public Affairs Manager or the Public Affairs Manager's designated staff.
- Facebook content will be reviewed for quality, consistency with overall County messages, priority goals, etc.
- Facebook content will follow content guidelines set out in the Williamson County Public Communication Policy.
- Social media administrators or editors may be removed by the Public Affairs Manager for failing to abide by the expectations, policies and guidelines of this policy.

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D. Twitter

Twitter is a free social networking and micro-blogging service that enables users to send and read other user's updates, known as "tweets." Tweets are text postings which are displayed on the user's profile page and delivered to other users who have subscribed to them (known as followers). Tweets can be also sent and received with cell phones, which may incur phone service provider fees.

- The County will place appropriate messages and information online using the County's Official Twitter account(s) for the purpose of sharing timely information with citizens about County government and emergency services communications.
- Designated staff of the Public Affairs Manager, ITS and specific county staff who have been granted editing access for their office or department will be the only staff with access to post tweets on the County's Official Twitter account(s). The County's tweets will link users back to the Wilco.org site or the County's Official Facebook account(s) for more information.
- E-mail requests to post information on Twitter must be sent to the Public Affairs Manager.
- Tweets will be reviewed for quality, consistency with overall County messages, priority goals, etc.

- Twitter content, or tweets, will follow content guidelines in the Williamson County Public Communication Policy.
- Social media administrators or editors may be removed by the Public Affairs Manager for failing to abide by the expectations, policies and guidelines of this policy.

E. Instagram

Instagram is a free online mobile photo sharing social media network. The following policies will apply to Official County Instagram accounts:

- The County will place appropriate photos and information online using Instagram.
- The County's Official County Instagram accounts are used for the purpose of sharing timely information with citizens about County government and emergency services communications.
- Designated staff of the Public Affairs Manager, ITS and specific county staff who have been granted editing access for their office or department will be the only staff with access to post content on Official County Instagram accounts.
- E-mail requests to place photos and information on Official County Instagram accounts must be sent to the Public Affairs Manager or the Public Affairs Manager's designated staff.
- Posts are moderated by the Public Affairs Manager.
- Official County Instagram content will be reviewed for quality, consistency with overall County messages, priority goals, etc.
- Instagram content will follow content guidelines set out in the Williamson County Public Communication Policy.
- Social media administrators or editors may be removed by the Public Affairs Manager for failing to abide by the expectations, policies and guidelines of this policy.
- Contact the Public Affairs Manager for any questions related to Instagram.

Policy Approved and Adopted by
Williamson County Commissioners Court
_____ ____, 20____

Social Media Policy Acknowledgement Form

I, the undersigned, have been designated by my office or department to serve as a social media editor. I have reviewed the Williamson County Social Media Policy, and, by signing below, I confirm that I am familiar with the contents of the Williamson County Social Media Policy and I agree to abide by the expectations, policies and guidelines listed therein. I understand that failure to do so may lead to removal of my editing or posting authority. I also understand that violations of the Williamson County Social Media Policy may also lead to, at the discretion of the elected official or department head under which I am employed, disciplinary actions, up to and including termination.

Elected Office/Department Name: _____

Name: _____

Signature: _____

Date: _____ ____, 20____

Commissioners Court - Regular Session **50.**

Meeting Date: 08/27/2019

CC Rules

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on adopting a revised version of the Williamson County Commissioners Court's Rules of Procedure, Conduct and Decorum.

Background

Revisions must be made to the to the Williamson County Commissioners Court's Rules of Procedure, Conduct, and Decorum in accordance with HB No. 2840, 86th Texas Legislature — Regular Session.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rules of Procedure Conduct & Decorum (082219)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/23/2019 08:05 AM
Form Started By: Hal Hawes		Started On: 08/22/2019 04:52 PM
Final Approval Date: 08/23/2019		

ORDER SETTING
RULES OF PROCEDURE, CONDUCT, AND DECORUM AT MEETINGS OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

Pursuant to the Laws and Rules of the State of Texas, the Texas Constitution, article V, § 18 (providing that commissioners court shall "exercise such powers and jurisdiction over all county business"), the Texas Local Government Code, §§ 81.022 & 81.023 (setting forth process and contempt powers of the commissioners court "for the proper execution of its powers and duties and enforcement of its jurisdiction"), 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 facilities and the public health and safety, the Commissioners Court of Williamson County finds that it is necessary to impose reasonable policies pertaining to meetings of the Williamson County Commissioners Court.

IT IS THEREFORE ORDERED THAT the following policies for the enforcement of Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court (hereinafter also referred to as the "Court" or "Commissioners Court") are hereby adopted:

I. All Regular, Special, Emergency, Working and Executive Session Meetings of the Williamson County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551.

II. The Williamson County Commissioners Court normally meets on Tuesdays at 9:30 a. m. in the 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, the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court shall be each Tuesday of every month and all other meetings or sessions of Commissioners Court shall be Special Terms or Special Meetings. **Tex. Loc. Gov't Code § 81.005(g)-(h).** Each meeting notice will be approved by the County Judge and posted at the Williamson County Courthouse and on https://agenda.wilco.org/agenda_publish.cfm pursuant to the procedures listed in the Texas Open Meetings Act, Texas Government Code, Chapter 551.

III. With the exception of executive sessions (aka, "closed meetings"), all meetings of the Williamson County Commissioners Court are open to the public and to representatives of

the media. Executive sessions of the Commissioners Court are not open to the public or media and only individuals requested or ordered to attend are allowed to attend.

A. The business of Williamson County is conducted by and between the members of the Williamson County Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all open meetings of the Commissioners Court, participation is limited to that of observer unless a member(s) of the public is requested to address the Commissioners Court on an issue(s) or as otherwise set out herein.

B. Each member of the public who desires to appear before the Commissioners Court to address the Court must fully complete a Public Participation Form and submit it to the County Judge's Executive Assistant or designated staff at least ten (10) minutes prior to the beginning of the Court's meeting.

C. Each member of the public who appears before the Commissioners Court shall state his/her name, city of residence and county of residence for the record of the Court.

D. Public Comment Period for County Matters **Not** on a Meeting's Agenda:

1. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County **but that do not appear as an Agenda Item on a meeting's Agenda**.
2. Each member of the public who desires and is recognized to appear before the Court during such Public Comment Period shall be limited to a maximum of two (2) minutes to make his/her remarks.
3. The maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. In the event that more than five (5) members of the public wish to speak during the Public Comment Period, then time allocated to members of the public recognized to speak will, to the extent possible, be divided equally amongst the members of the public wishing to speak during the Public Comment Period. However, in matters of exceptional interest, the Court may, by majority vote of the members of the Court in attendance at the meeting, lengthen the maximum overall discussion time allowed for the Public Comment Period.
4. The Commissioners Court may only discuss issues that are properly posted on a meeting's Agenda as an Agenda Item. Thus, the Commissioners Court may not discuss matters addressed during the Public Comment Period since such matters do not appear on the meeting's Agenda.

E. Public Comments Regarding Agenda Items On a Meeting's Agenda:

1. Each member of the public who appears before the Commissioners Court to address the Court regarding an Agenda Item that is on a meeting's Agenda shall be limited to a maximum of three (3) minutes to make his/her remarks.
2. The maximum overall public discussion time allowed on any Agenda Item, regardless of the number of members of the public wishing to address the Court on a particular Agenda Item, shall be limited to thirty (30) minutes. In the event that more than ten (10) members of the public wish to address a particular Agenda Item, then time allocated to members of the public recognized to speak shall, to the extent possible, be divided equally between those members of the public wishing to speak in favor of the particular Agenda Item and those members of the public wishing to speak in opposition to the particular Agenda Item. However, in matters of exceptional interest, the Court may, by majority vote of the members of the Court in attendance at the meeting, lengthen the maximum overall public discussion time allowed on a particular Agenda Item.

F. The Executive Assistant of the County Judge or such other designated representative of the Commissioners Court shall maintain time for each public speaker.

G. **While it is the intention of the Court to provide open access to citizens of Williamson County, members of the public are advised that the Court is a Constitutional Court with both judicial and legislative powers, created under Article V, § 1 & § 18 of the Texas Constitution. Any member of the public shall conduct themselves with proper respect in speaking before the Court.** By adoption of these Rules of Procedure, Conduct, and Decorum, the Commissioners Court is not prohibiting lawful public criticism of the Commissioners Court, including criticism of any act, omission, policy, procedure, program, or service of the Commissioners Court. However, the Williamson County Commissioners Court is not a forum to publicly demean any group or individual. Accordingly, the Court will not allow any profane, insulting, demeaning or threatening language directed toward the Court and/or any group or individual, nor tolerate any racial, ethnic, or gender slurs or epithets.

H. Proper attire for men, women and children is mandatory. Inappropriate attire includes, but is not limited to, items such as cutoffs; tank tops; muscle shirts; shorts; clothing with suggestive, offensive, vulgar, racist, sexist pictures, slogans or depictions; provocative clothing styled or worn to provoke, distract or disrupt; barefoot; or flip-flops.

IV. **Any member of the public that is not properly attired or who does not conduct themselves according to the guidelines and rules set out herein will be subject to the following orders, sanctions and possible prosecution:**

A. Cancellation of a speaker's remaining speaking time;

B. Removal from the Commissioners Courtroom;

C. Denial of entry into the Commissioners Courtroom;

D. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court citation issued under Tex. Loc. Gov't Code § 81.023.

E. Filing of charges and prosecution under the following sections of the Texas Penal Code:

Texas Penal Code § 42.05. Disrupting Meeting or Procession.
(a) A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.
(b) An offense under this section is a Class B misdemeanor.

Texas Penal Code § 38.13. Hindering Proceedings by Disorderly Conduct.
(a) A person commits an offense if he *intentionally* hinders an official proceeding by noise or violent or tumultuous behavior or disturbance.
(b) A person commits an offense if he *recklessly* hinders an official proceeding by noise or violent or tumultuous behavior or disturbance and continues after explicit official request to desist.
(c) An offense under this section is a Class A misdemeanor.

F. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.

V. The County Judge is the presiding officer of the Williamson County Commissioners Court and is a fully participating member thereof. As presiding officer of the Court, the County Judge is responsible for conducting all meetings. In the event of absence of the County Judge, the senior member of the Court present (in terms of total number of years as an elected member of the Court) shall serve as the Judge Pro-Tem, although such senior member may delegate this duty to another member of the Court. Except as otherwise authorized by the Williamson County Commissioners Court, the County Judge shall be the presumptive signatory of the Williamson County Commissioners Court and, in the County Judge's absence, the senior member of the Court present (in terms of total number of years as an elected member of the Court) shall act as the presumptive signatory of the Williamson County Commissioners Court.

VI. The Williamson County Constable Precinct No. 3 and/or his/her designated deputies shall serve as the Bailiff at all Regular, Special, Executive Session, Emergency Meeting and Public Hearings of the Court. In the event of the absence of the Williamson County Constable Precinct No. 3 and his/her deputies, the Court's presiding officer shall appoint such other commissioned peace officers to serve as Bailiff as may be necessary.

VII. At the discretion of the Court, town meetings, working sessions and public hearings may be conducted. The Rules of Procedure, Conduct, and Decorum set out herein shall apply to such meetings. Supplemental rules may be adopted at the discretion of the

Commissioners Court in order to conduct such meetings in an orderly, efficient, and proper manner.

VIII. The Williamson County Commissioners Court recognizes the concept of "ceremonial deism" as a reasonable usage in compliance with constitutional principles on the grounds that the practice is longstanding, has historical significance, and its religious impact is minimal and nonsectarian. Williamson County does not endorse or advance any one, or disparage any other, faith or belief. In line with local customs, history, morals, and application of ceremonial deism, Williamson County fully recognizes legislative prayer, use of "In God We Trust" as the national motto, use of the words "under God" to pledges of allegiance, legislative resolutions honoring local churches, groups, and charitable organizations that contribute to the public good, and any other acceptable use of ceremonial deism without establishing or endorsing any one religion or violating the free will of the people with regard to their individual beliefs.

IX. Special Press & Media Rules:

A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five (5) feet in front of the Commissioners Court bench during meetings.

B. Reporters and media technicians are required to structure their movements, equipment (including set-up, take-down, and adjustments, etc.) in a manner that does not disrupt deliberations or the ability of the public to see, hear, and participate in the proceedings.

C. Except as otherwise authorized by the presiding officer of the Court, interviews shall be conducted outside the Commissioners Courtroom during the time the Court is in session, as well as during times in which Court's session is in recess.

D. Media interviews which are conducted outside the Commissioners Courtroom must be conducted in a manner that the interview does not disturb, impede or disrupt the Court's proceedings at any time.

X. ACCESSIBILITY AND ACCESSIBLITY STATEMENT FOR DISABLED PERSONS: Entry by the public into the Commissioners Courtroom shall be made only at the designated entry points. The Court's meeting site is accessible to disabled persons as follows: Entrance to the Courthouse is accessible through the south entrance of the Williamson County Courthouse. A wheelchair ramp provides access to the south entrance. The Commissioners Courtroom is on the second floor, and there is a working elevator in the building. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact the Office of the County Judge at (512) 943-1550 or the Court's Bailiff in advance so that *reasonable* accommodations can be arranged.

XI. TRANSLATED PUBLIC TESTIMONY: In the event the Court is not using simultaneous translation equipment in a manner that allows the Court to hear a translated public testimony simultaneously, any member of the public who addresses Court through a

translator shall be given at least twice the amount of time as a member of the public who does not require the assistance of a translator in order to ensure that non-English speakers receive the same opportunity to address the Court. The maximum overall public discussion time allowed on a particular Agenda Item or for a Public Comment Period shall be increased as necessary in order to comply with this provision.

XII. These Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court shall be effective immediately upon adoption by the court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS on this_____ day of _____, 201__.

_____
Bill Gravell, Jr., Williamson County Judge

_____
Terry Cook
Commissioner, Pct. 1

_____
Valerie Covey
Commissioner, Pct. 3

_____
Cynthia Long
Commissioner, Pct. 2

_____
Russ Boles
Commissioner, Pct. 4

Commissioners Court - Regular Session **51.**

Meeting Date: 08/27/2019

2019-2020 County Budget Public Hearing

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold Public Hearing on the 2019-2020 County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/26/2019 03:32 PM
Form Started By: Ashlie Koenig		Started On: 07/26/2019 12:34 PM
Final Approval Date: 07/26/2019		

Commissioners Court - Regular Session **52.**

Meeting Date: 08/27/2019

2019-2020 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2019-2020 Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/26/2019 03:32 PM
Form Started By: Ashlie Koenig		Started On: 07/26/2019 12:35 PM
Final Approval Date: 07/26/2019		

Commissioners Court - Regular Session **53.**

Meeting Date: 08/27/2019

2019-2020 General Fund Budget

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 2019-2020 General Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/26/2019 03:32 PM
Form Started By: Ashlie Koenig		Started On: 07/26/2019 12:36 PM
Final Approval Date: 07/26/2019		

Commissioners Court - Regular Session **54.**

Meeting Date: 08/27/2019

2019-2020 Road & Bridge Fund Budget

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 2019-2020 Road and Bridge Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/26/2019 03:32 PM
Form Started By: Ashlie Koenig		Started On: 07/26/2019 12:37 PM
Final Approval Date: 07/26/2019		

Commissioners Court - Regular Session **55.**

Meeting Date: 08/27/2019

2019-2020 Debt Service Fund Budget

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 2019-2020 Debt Service Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/26/2019 03:32 PM
Form Started By: Ashlie Koenig		Started On: 07/26/2019 12:38 PM
Final Approval Date: 07/26/2019		

Commissioners Court - Regular Session **56.**

Meeting Date: 08/27/2019

Tax year 2019 rate adoption for Williamson County

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the adoption of the 2019 tax rates for Williamson County.

Background

The following tax rate was proposed August 6, 2019 - $0.459029. The attached order reflects the adoption of the 2019 tax rates for Maintenance and Operations, Debt Service, and Road and Bridge funds for Williamson County, Texas.

Notes:
The following verbiage must be stated by the official making the motion for the adoption of the tax rate:
I move that the property tax rate be increased by the adoption of a total tax rate of 45.9029 cents per $100 of valuation, which is effectively a 3.27 percent increase in the tax rate and that each rate is as follows:
Maintenance and Operations fund - 25.1529 cents per $100 of valuation
Debt Service Fund - 16.75 cents per $100 of valuation
Road and Bridge fund - 4 cents per $100 of valuation

Second -

Take a record vote.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Rate Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:17 AM
Form Started By: Judy Kocian		Started On: 08/21/2019 08:48 AM
Final Approval Date: 08/22/2019		

WILLIAMSON COUNTY COMMISSIONERS COURT ORDER
ADOPTION OF 2019 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THAT ON THIS the 27th day of August 2019, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Bill Gravell, County Judge
Terry Cook, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Russ Boles, Commissioner Precinct #4
Nancy E. Rister, County Clerk

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

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2019

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each $100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2019, which will be due no later than January 31, 2020 at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; NOW

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court, by the record vote set out herein below, hereby adopts the following ad valorem tax rates:

A Maintenance and Operations fund tax rate of $0._____ per $100 of valuation

A Debt Service fund tax rate of $0._____ per $100 of valuation

A Road and Bridge fund tax rate of $0._____ $100 of valuation

Record Vote

	Yes	Abstain	No	Absent
Bill Gravell, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Russ Boles, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $_____.

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Bill Gravell was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 27th day of August of 2019.

_____
Bill Gravell, County Judge

ATTEST:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **57.**

Meeting Date: 08/27/2019

Budget Modification Request DA Child Abuse Investigator Salary

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on starting salary for new DA Child Abuse Investigator position at L3.10.

Background

The District Attorney received approval of a Child Abuse Investigator position in the budget. This position has been underfunded and is inconsistent with historical hiring practices. As explained in our budget justification documentation, this position is critical to further develop a division in our office devoted to the investigation and prosecution of crimes against children. The responsibilities of the Child Abuse Investigator require a highly trained and experienced peace officer with a special skill set. Please refer to the attached Job Description and Budget Justification Documentation.

The District Attorney determines the salaries of his employees - not the Commissioner's Court. Texas Government Code Section 41.106 and Texas Local Government Code Sections 152.011 and 152.017. The District Attorney determined that this new specialized position be funded at an L3.10 and made that request in our March 2019 position request form. L3.10 is an appropriate level based on the requirements outlined in the Job Description and Budget Justification, as well as Judge Gravell's comments during the January 29, 2019 meeting. Please refer to the attached audio recording.

The District Attorney was surprised at HR's arbitrary and random determination that the new DA Child Abuse Investigator should be hired at an L3.2. NO DA Investigator has ever been hired in at L3.2. The District Attorney vehemently disagrees with HR's decision, and disputes that it is within any tenure compensation policy. Unfortunately, the Court has apparently vested HR with the authority to make a final budget compensation decision, affording elected officials no mechanism or process for discussion with the Court.

At the January 29, 2019 meeting the Court acknowledged that the tenure compensation policy is unclear in interpretation and application. Specifically,

- HR states - and Court accepts - that DA Investigators are historically hired at L3.6
- Consensus that there is confusion concerning HR Policy regarding tenure compensation and the L-Chart
- Consensus that the tenure compensation policy should be determined
- Consensus that policy changes should be vetted
- Promise that HR will do a better job at vetting the questions before coming to the Court
- Direction that HR will meet with District Attorney, County Attorney, Sheriff, and Constables to vet the tenure compensation policy
- Direction that HR will come back to the Court with recommendations
- No matter what the policy - exceptions are always in the purview of the Court

After receiving the Court's directive, Law Enforcement representatives met twice with HR concerning the tenure compensation issues. At no time was there a discussion about reducing minimum pay for DA Investigators -- or any other law enforcement position. Further, HR never provided substantive proposed tenure compensation policy changes resulting from the meetings to the District Attorney representatives. The first time the HR recommended tenure compensation policy changes were revealed to the District Attorney was on the Court Agenda last week. Suffice it to say that the District Attorney does NOT agree that all tenure compensation policy changes have been vetted and agreed.

Since the Child Abuse Investigator is a new L3 position, and the experience required is at least ten (10) years, L3.10 is the appropriate starting salary. In January, the Court acknowledged that L3.6 is historically where DA Sergeant Investigators are hired. It has NEVER been suggested that a DA Sergeant Investigator starts at an L3.2,

and randomly implementing such a policy would create an enormous internal inequity issue in the District Attorney Office, as shown below:

Effective 10/01	DA Investigator Positions on L-Chart**	Hire Date - Dick Administration	Relevant Experience
L4.18 (max)	Deputy Chief - Intake Division	2017	existing employee 25 years
L3.18 (max)	Sergeant Investigator - Intake Division	2017	existing employee 25 years
L3.9	Sergeant Investigator - Trial Division 26th Court	Hired in 2017 at L3.6	32 years
L3.9	Sergeant Investigator - Trial Division 277th Court	Hired in 2017 at L3.6	13 years
L3.10	Sergeant Investigator - Trial Division 368th Court	Hired 1/2019 (L3.9 vacancy)	34 years
L3.2	Sergeant Investigator - Child Abuse	New Position	

**Chief Investigator Randy Traylor is compensated on the B-Chart. Chief Traylor has 36 years tenure with Williamson County

Even if it is assumed that HR's determination that the new Child Abuse Investigator should be hired as an L3.2 is within current tenure compensation policy, that same policy allows an elected official to request an exception from the Court. To date, the District Attorney has been denied the right to appeal HR's salary determination for the new Child Abuse Investigator position in complete derogation of the Court's stated policy. See Court's discussion at the January 29, 2019 meeting (Agenda Item 16). Most importantly, since the law requires the District Attorney to determine the salary of his employees -- not HR -- it would be prudent for the Court to hear the District Attorney concerning this issue.

The "raw" salary difference between an L3.2 and an L3.10 is roughly $10,000 (HR and Budget Office calculate the "loaded" amount). The District Attorney requests that the Court determine the new Child Abuse Investigator position starting salary to be L3.10.

Attachments:
Budget Justification for Child Abuse Investigator Position
Job Description for Child Abuse Investigator Position
Texas Government Code Section 41.106
Texas Local Government Code Section 152.011
Texas Local Government Code Section 152.017
Audio Recording - January 29, 2019 Commissioner's Court Meeting (Agenda Item 16) (Unable to upload to Agenda. Per Inky AgendaQuick only allows PDF's) (DA will bring for presentation)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Budget Justification for Child Abuse Investigator Position
Job Description for Child Abuse Investigator Position
Texas Local Government Code Section 41.106
Texas Local Government Code Section 152.011
Texas Local Government Code Section 152.017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:53 AM
Form Started By: Grace Frias		Started On: 08/22/2019 11:08 AM
Final Approval Date: 08/22/2019		

New Position
Justification / Support Documentation

Reset Form

Submittal Date: 3/22/19

Hiring Department: 440 - District Attorney

Hiring Manager: Shawn Dick

Position Title: DA Child Abuse/Sexual Assault Investigator

Classification: FT

Grade/Step: L3.10

Salary: $72,949.62

Number of positions being requested: 1

1. Describe the need for the requested position to include the 5 primary or most important functions of this position and include the percentage of time spent on each function.

This is a position we asked for and did not receive in the last budget year. It is still needed to provide crucial assistance in the intake of the ever-increasing numbers of physical and sexual abuse of children and adult sexual assault cases filed by the numerous law enforcement agencies in the County. It takes a special expertise to intake, screen, and develop these cases for effective prosecution. Despite being a smaller percentage of our total case numbers, these cases take an extraordinary amount of time and personnel to review and properly intake. This investigator will be responsible for coordinating child abuse and adult sexual assault investigations within Williamson County. Specifically, they will assist local LEA's in these investigations, gather and review all reports and evidence submitted to intake, meet with victims and witnesses prior to filing charges, and develop any additional evidence available to assist the prosecution. The investigator will also assist with training local law enforcement and stakeholders in the effective investigation of these difficult and complex cases. In developing better investigations and more effective prosecutions, they will form closer working relationships with local law enforcement, CPS, the CAC, and other stakeholders to reduce the risk of an injustice to the victims of these crimes. This has been a request of law enforcement since I took office.

2. Describe how the addition of this position will strengthen and/or benefit the department and Williamson County.

The DA's Office has two investigators handling the intake of all felony cases filed with our Office. Their average caseload in 2017 was 1608 cases and in 2018 was 1518. Anyone with any understanding of law enforcement and prosecution can see that those numbers are overwhelming. The addition of this position will allow for a redistribution of workload among the current investigators allowing them to dedicate more time to each case they are involved in. The DA will seek to hire an experienced investigator with the skill-set needed to assist local LE and our office in intaking cases involving the physical and sexual abuse of children and adult sexual assault cases.

Form Submission Instructions Listed At Bottom Of Last Page

3. Does this position currently exist within the requesting department? No

4. How many positions with this job "type" currently exist within the department? 6

5. List the last budget year that a full-time position was recommended and funded for the department? FY14

6a. How many vacancies currently exist within the department? (Total #) none

6b. List vacancy by Position Control Numbers NA

6c. Does the department anticipate to have the above vacancies filled soon? (provide estimate date) NA

6d. Has the department requested a minor reorganization within the past year? No

6e. Did the minor reorganization include changes to position(s) similar to the new position requested? NA If so please explain?

7. Describe any alternatives considered or to achieve the desired outcome in lieu of requesting a new position such as: equipment / software / technology / a change in business practices.

No equipment, software, technology, or change in business practices will achieve the desired outcome.

8. Can the desired outcome of the requested position be achieved without full-time employment status for the fiscal year? Note full-time staffing recommendations are limited countywide as a whole and the Court may consider other options to meet the needs of the county. No

If maybe, identify plausible staffing options (I.e. temp funding, contractual labor and/or part-time staffing support options, other considerations may include prorated start dates, etc.)

9a. Should the position be recommended and funded, is there any part-time or full-time position(s) that may be cut? No

9b. If applicable, position(s) to be cut (include the position control numbers) NA

10. List the physical location of the workplace or office of the requested position.

Address 405 Martin Luther King City Georgetown

11. Describe the fiscal impact of the proposed position; i.e. revenue generation, expense reduction, etc.

There is no revenue generation related to the position of DA Investigator.

Form Submission Instructions Listed At Bottom Of Last Page

12. Describe how functions / tasks / projects will be accomplished if the requested position is not recommended or funded to include a reallocation of work.

The tasks will either be completed by the other investigators with the understanding that there are only so many minutes in the day, meaning corners will be cut to complete the tasks, or the tasks may be skipped altogether.

13. Describe how addition of this position will reduce the workload of department staff.

This Investigator will be assigned to manage the intake caseload related to child abuse and adult sexual assault offenses. The Office of Court Administration District Court Activity Detail Reports show that in 2017, there were 34 adult sexual assault cases and 108 Indecency or sexual assault of a child cases pending in our District Courts. That year, we added 13 more adult sexual assault cases and 65 Indecency or sexual assault of a child cases. In 2018, we added 20 adult sexual assault cases and 131 Indecency or sexual assault of a child cases. The number of these complex, difficult, and time-intensive cases filed with our office has doubled. This investigator will manage the intake of these cases and the average caseload of the other two intake investigators will drop by these numbers allowing them to dedicate more time to each case they are involved in.

14. IMPORTANT list verifiable metrics, statistics specific to the requested department's workload and/or statutory mandated caseload requirements for the past 3 consecutive years that support the recommendation and funding of the position. Identify the years reported as either calendar or fiscal years, as well as, the records management system used to come up with the data. (Note general county population increases are not considered measurable stats of individual departments.) The Budget Office will verify the information and forward this data to the Court in consideration of the new position request.

See Exhibit A

Form Submission Instructions Listed At Bottom Of Page

15. List, describe, or provide additional supporting information for the proposed position. Include any citations of unfunded mandate or statutory requirements that the department is unable to meet or impact services within a particular area.

There are no new unfunded mandates for this fiscal year.

16. Provide any additional information that should be considered when determining the position classification (title, grade, salary).

It has been the standard practice of the District Attorney to hire experienced and well-trained peace officers with an investigative background and a minimum of 10 years' experience as a peace officer. We do not have a "Field Training" program for new hires to be monitored and mentored during a probationary period like most law enforcement agencies, nor do we have the ability to make job assignments based on the investigator's experience or lack of experience. In short, each investigator must have the ability to work on the most serious cases from day one. With this understanding and the understanding that this issue is currently under review by the Williamson County HR Department, the District Attorney is requesting this position to start at a level comparable to the L3-10 whether it is a L3-10 or somewhere on the "B" Chart.

17. ***Copy of the department organizational chart and job description are required documents and must be submitted in-order to complete the review process.*** Required documents Attached? ☑

Instructions

All New Position Requests are completed within the PowerPlan software.

When setting up the new fiscal year budget the Department creates a Decision Package (project) for each position requested within PowerPlan. The Department completes the New Position Justification Form and attaches this form to the Decision Package request within the PowerPlan software. This will route the New Justification form to the HR department for salary/grade review of the requested position(s). Once completed HR will send notification to the Budget Office for review and recommendations.

Reminders

When creating a Decision Package for a new position, the M&O (Maintenance & Operations) cost will need to include *all* the additional expenses for the new position (i.e. vehicle, office furniture, equipment, software licenses, etc.). Failure to add all the expenses may result in lack of funding recommended for the approved department's position.

Exhibit A

Hiring Department 440- District Attorney

Position Title DA Child Abuse Sexual Assualt Investigator Classification FT

Grade/Step: L3.10 Salary $72,949.62 # of positions requested 1

14. Over the years, the office has divided the staffing for intake and trial responsibilities of the investigators in different ways. The following is a quick summary of the evolution of the felony caseload and the additions of investigators at the Williamson County DA's Office with a focus on the average intake workload:

Year	Investigator Caseload	Case Load Source
1977	1st DA Investigator Hired	Ed Walsh, DA in 1977
1983	2 DA Investigators for @400 felony cases	Staff/Pre-Ableterm
1993	3 DA Investigators for @700 felony cases	Ableterm
2001	1 Intake & 3 Trial Investigators for @1229 felony control numbers	Odyssey
2005	2 Intake & 3 Trial Investigators for @1370 felony control numbers	Odyssey
2014	6 DA Investigators for @2450 felony control numbers (2 per court)	Odyssey

In 2017, the Intake Division was implemented. The two (2) DA Intake Investigators worked approximately 3217 felony control numbers through Intake. This number comes from List Manger in Attorney Manager. It should be noted that attorney manger speaks in terms of control numbers, that is not cases. There can be any number of actual cases associated with a control number. That same year 2552 cases were accepted for felony prosecution and filed with the District Clerk. In 2018, the two DA Intake Investigators worked 3037 felony control numbers through intake and 2794 felony cases were accepted for prosecution and filed with the District Clerk. This results in an average intake caseload of 1608 control numbers in 2017 and 1518 control numbers in 2018. These overwhelming and ever-increasing numbers don't even begin to adequately describe the reality of working as a felony intake investigator. In addition to the numerous responsibilities and task related to "intaking" and reviewing felony cases for potential prosecution, these investigators are constantly working with local law enforcement on investigations, answering questions and providing investigative strategies and advice, reviewing and assisting with drafting search warrants, arrest warrants, grand jury subpoenas. With the addition of an intake investigator focused exclusively on child abuse and adult sexual assault cases, the average caseload of the other two intake investigators will drop allowing them to dedicate more time to the other cases they are involved in.

Williamson County Job Description

DISTRICT ATTORNEY'S OFFICE

Job Title: DA Sergeant Investigator (Child Abuse) **FLSA: NON-EXEMPT** **Pay Grade: L-3.10** **Effective Date: 10/2018**

JOB SUMMARY:

Provides professional investigative assistance to the District Attorney and Assistant District Attorneys of Williamson County for cases related to Child Abuse from inception through final disposition.

ESSENTIAL DUTIES:

Trial Investigator

Security of the office, prosecution team, and trial witnesses as appropriate.

- Includes in the office or during trial in court and outside the courthouse as required.

Review cases provided by prosecution team for trial work up. (Deadline issues take priority)

- Receive and handle requests from prosecution team.
- Review case for additional investigation needs; evidence or witnesses.
- Review completeness of case file. (supplements, attachments, video, medical etc.)
- Liaison with investigating agency and officers.

Work up Punishment evidence

- Secure or follow up on Prior judgments, Pen packs, etc.
- Obtain police reports and locate and/or interview victims & witnesses as needed.

Subpoena service and witness duties

- Assist in the service, or coordination of service, of GJ subpoenas and trial subpoenas.
- Locate and serve trial related subpoenas and coordinate witness meetings and interviews as needed.
- Coordinate witness travel and completion of witness reimbursement paperwork.

Trial duties

- Assist in preparation of trial presentation material (photo printing, audio/video editing, copying, maps, posters, etc.)
- Witness coordination - Get a witness order from prosecution team and create list with contact information for each team member.
- Run CCH for Jurors and all witnesses.
- Collect and preserve evidence used in the prosecution of case. (Return evidence items not presented in trial to the agency)
- Notify involved parties of outcome of case as needed.

Unapprehended Case duties. (See warrant verification and due diligence procedures)

- Run quarterly unapprehended suspect list for respective court

- Select cases for review of file for change in extradition status or recall of warrant / dismissal of case.
- Coordinate efforts through searches and agencies to apprehend individuals where possible. (Document all efforts and database returns in case file – Inv. Report titled Fugitive investigation.)

Performs special projects as assigned by the District Attorney or designee.

Intake Investigator

Security of the office, office staff, and trial witnesses as appropriate.

- Includes in the office or during trial in court and outside the courthouse as required.

Daily Intake

- Review each day's intake cases and order the appropriate evidence from law enforcement filing agencies.
- Gather additional information on intake cases as dictated by investigator request forms from prosecutors.
- Assist prosecutors in interviewing victims/witnesses on intake cases.
- Assist intake administrative assistants in obtaining reports/judgments in emergency situations.
- Prepare and serve arrest warrants for enhancement cases and grand jury subpoenas on felony cases within our office.

Law Enforcement Liaison

- Act as liaison between law enforcement agency officers and the district attorney's office, answering officer's questions and getting them in contact with the appropriate prosecuting attorney.
- Prepare grand jury subpoenas, court orders, and search warrants for requesting officers.

Take telephone & walk-in complaints from citizens and guide them to the appropriate law enforcement agency for investigation.

Prepare paperwork for extraditions (going back to requesting state) when necessary.

Performs special projects as assigned by the District Attorney or designee.

PHYSICAL DEMANDS:

- Sitting at a desk or other workstation, standing, stooping, walking, bending, or crouching.
- Occasionally lifts light and heavy objects.

- Occasional need to restrain a defendant who is taken into custody.
- Random stressful and confrontational situations with the public and defendants.
- Occasionally responds to late night callouts requiring performance with few hours or no sleep.
- Some travel required.

ENVIRONMENTAL FACTORS:

- Work is primarily indoors, with HVAC system.
- Daily contact with public.
- Weekly contact with defendants accused of felony offenses.

MINIMUM QUALIFICATIONS:

- Must possess an Advanced Peace Officer Certification through the Texas Commission on Law Enforcement.
- Must have a minimum 10 years' experience as a Texas Peace Officer.
- Must have a minimum of 5 years' experience as an Investigator.
- Must maintain certifications and licenses required to perform the functions of the job: To include but not limited to: Texas Driver's License, Peace Officer Certification (Education & Weapons Qualification), and CJIS Certification.

PREFERRED REQUIREMENTS:

- Bachelor's Degree in Law Enforcement, Public Administration, or similar field.
- 2+ years' experience as District Attorney Investigator.

IRREGULAR HOURS:

- Irregular hours as needed to accomplish the mission of the Office and at the discretion and approval of the District Attorney or his designee.

ORGANIZATION RELATIONSHIPS:

- Reports directly to the Chief Investigator.
- Direct Reports – None.

SIGNATURES – REVIEW AND COMMENT

I have written/reviewed this job analysis and find it to be an accurate description of the demands of the job.

	Signature of Employee	Date
Shawn Dick – District Attorney Elected Official	Signature of Elected Official	Date

COMMENTS:
These statements are intended to describe the general nature and level of work being performed by this employee. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

Vernon's Texas Statutes and Codes Annotated
Government Code (Refs & Annos)
Title 2. Judicial Branch (Refs & Annos)
Subtitle C. Prosecuting Attorneys
Chapter 41. General Provisions
Subchapter B. Staff of Prosecuting Attorney

V.T.C.A., Government Code § 41.106

§ 41.106. Compensation

Currentness

(a) A prosecuting attorney shall fix the salaries of his assistant prosecuting attorneys, investigators, secretaries, and other office personnel, subject to the approval of the commissioners court of the county or counties composing the district.

(b) In addition to their salaries, assistant prosecuting attorneys and investigators may be allowed actual and necessary travel expenses incurred in the discharge of their duties, not to exceed the amount fixed by the prosecuting attorney and approved by the commissioners court of the county or counties composing the district. The county may pay claims for travel expenses from the general fund, the officers' salary fund, or any other available funds of the county.

Credits
Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

V. T. C. A., Government Code § 41.106, TX GOVT § 41.106
Current through the end of the 2019 Regular Session of the 86th Legislature

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Vernon's Texas Statutes and Codes Annotated
Local Government Code (Refs & Annos)
Title 5. Matters Affecting Public Officers and Employees
Subtitle B. County Officers and Employees
Chapter 152. Amount of Compensation, Expenses, and Allowances of County Officers and Employees
Subchapter B. Amount of Compensation, Expenses, and Allowances Generally Applicable (Refs & Annos)

V.T.C.A., Local Government Code § 152.011

§ 152.011. Amount Set by Commissioners Court

Currentness

The commissioners court of a county shall set the amount of the compensation, office and travel expenses, and all other allowances for county and precinct officers and employees who are paid wholly from county funds.

Credits
Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

V. T. C. A., Local Government Code § 152.011, TX LOCAL GOVT § 152.011
Current through the end of the 2019 Regular Session of the 86th Legislature

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Vernon's Texas Statutes and Codes Annotated
Local Government Code (Refs & Annos)
Title 5. Matters Affecting Public Officers and Employees
Subtitle B. County Officers and Employees
Chapter 152. Amount of Compensation, Expenses, and Allowances of County Officers and Employees
Subchapter B. Amount of Compensation, Expenses, and Allowances Generally Applicable (Refs & Annos)

V.T.C.A., Local Government Code § 152.017

§ 152.017. Exceptions

Effective: January 1, 2017
Currentness

This subchapter does not apply to:

(1) a judge of a court of record;

(2) a presiding judge of a commissioners court in a county with a population of 3.3 million or more;

(3) a district attorney paid wholly by state funds or the district attorney's assistants, investigators, or other employees;

(4) a county auditor, county purchasing agent, or the auditor's or purchasing agent's assistants or other employees; or

(5) a person employed under Section 76.004, Government Code.

Credits

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 597, § 89, eff. Sept. 1, 1991; Acts 2011, 82nd Leg., ch. 1163 (H.B. 2702), § 70, eff. Sept. 1, 2011; Acts 2015, 84th Leg., ch. 770 (H.B. 2299), § 2.76, eff. Jan. 1, 2017.

V. T. C. A., Local Government Code § 152.017, TX LOCAL GOVT § 152.017
Current through the end of the 2019 Regular Session of the 86th Legislature

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Commissioners Court - Regular Session **58.**

Meeting Date: 08/27/2019

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

b) Discuss the acquisition of real property for CR 176 at RM 2243

c) Discuss the acquisition of real property: CR 101

d) Discuss the acquisition of real property: CR 200

e) Discuss the acquisition of real property for County Facilities.

f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.

g) Discuss the acquisition of real property for SH 29 @ DB Wood.

h) Discuss the acquisition of real property for Hairy Man Rd.

i) Discuss the acquisition of real property for N. Mays.

j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

k) Discuss the acquisition of real property for CR 111.

l) Discuss the acquisition of real property for Corridor H

m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.

o) Discuss the acquisition of right-of-way for Corridor C.

p) Discuss the acquisition of right-of-way for Corridor F.

q) Discuss the acquisition of right-of-way for Corridor D.

r) Discuss the acquisition of right-of-way for Southeast Corridor.

s) Discuss the acquisition of right-of-way for Reagan extension.

t) Discuss the acquisition of property near the County landfill.

u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

c) Potential governmental uses for 8th Street downtown parking lot

d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction

f) Discuss sale of excess 183A right of way to abutting property owner.

g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

h) Discuss Blue Springs Boulevard

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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 10:27 AM
Form Started By: Charlie Crossfield		Started On: 08/22/2019 10:15 AM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **59.**

Meeting Date: 08/27/2019

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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 10:28 AM
Form Started By: Charlie Crossfield		Started On: 08/22/2019 10:16 AM
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