# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# October 8, 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.** Public Comment Period. 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. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and 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. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 – 34 )

**4.** Discuss, consider and take appropriate action on a line item transfer for the Corrections Department of the County Sheriff.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From: | 0100.0570.003306 | Food Service | $5850.00 |
| To: | 0100.0570.004413 | Personal Liability Insurance | $5850.00 |

**5.** Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0376.0376.004100 | Professional Services | $20,000.00 |
| To | 0376.0376.003006 | Office Equipment | $20,000.00 |

**6.** Discuss and take appropriate action on accepting a donation to Williamson County from Leander VFW Post #10427.

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

**8.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, September 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

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

**10.** Discuss, consider, and take appropriate action on awarding RFP 1902-296 ePatient Chart Reporting, to the lowest and best evaluated offer resulting from negotiations to emsCharts, INC and authorizing the execution of the agreement.

**11.** Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage for Williamson County EMS from Higginbotham Insurance.

**12.** Discuss, consider and take appropriate action on authorizing a blanket purchase order for EMS to Fuelman in the amount of $200,000.00.

**13.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed Proposals for Haz Mat Billing Software, under RFP 2246.

**14.** Discuss, consider and take appropriate action on authorizing the extension of contract 1708-185 renewal period 2 with Westwood Pharmacy for the same pricing, terms and conditions as the existing contract for Williamson County Jail Pharmaceutical Service and Supplies for the term of October 17, 2019 - October 16, 2020.

**15.** Discuss, consider and take appropriate action on approving the purchase of VOTEC licensing and support for the Williamson County Elections Department in the amount of $124,319.08.

**16.** Discuss, consider and take appropriate action regarding the closing of the intersection of Condra Lane and Sonterra Boulevard during road reconstruction.

**17.** Discuss, consider and take appropriate action regarding the closing of the low water crossing on CR 132 for a culvert installation.

**18.** Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Fire King LLC. to provide Life Safety site walks, in the amount of $6,300.00 and authorizing execution of the agreement.

**19.** Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Paper Retriever of Texas to provide monthly pick-up for Williamson County Departments in the amount of $510.00 total per month and authorizing execution of the agreement.

**20.** Discuss, consider and take appropriate action on authorizing a parts blanket purchase order for Fleet Services to Don Hewlett in the amount of $110,000.

**21.** Discuss, consider and take appropriate action on authorizing a blanket purchase order for Fleet Services to Arnold Oil in the amount of $75,000.

**22.** Discuss, consider and take appropriate action on authorizing a tire blanket purchase order for Fleet Services to Youngblood Automotive in the amount of $150,000.

**23.** Discuss, consider and take appropriate action on authorizing the Mo'Mix Performance Center Subscription Services Agreement for the term of 12 months commencing in October 2019 - September 2020 for the annual amount of $76,200 with Mo'Mix Solutions, Inc. under BuyBoard Contract #579-19.

**24.** Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Environmental Systems Research in the amount of $67,159.14.

**25.** Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Immix Technology Inc. in the amount of $84,179.56.

**26.** Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Mythics, Inc. in the amount of $325,514.93.

**27.** Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Time Warner Cable in the amount of $120,000.00.

**28.** Discuss, consider, and take appropriate action on approving a blanket purchase order for ITS for Suddenlink in the amount of $107,500, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(7)(C).

**29.** Discuss, consider, and take appropriate action on approving the agreements between Williamson County and the Amarillo Junior College District to provide technical training to the Williamson County Road & Bridge Division in the amount of $38,400.00 and authorizing execution of the agreements.

**30.** Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $250,000.00 to expire on April 30, 2021 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for the Justice Center Court Room Renovation.

**31.** Discuss, consider and take appropriate action on approval of the preliminary plat for the CR 198 Manville Water Tank Site subdivision – Precinct 4.

**32.** Discuss, consider and take appropriate action on approval of the replat of Lot 34, Block 12 of the Sonterra West Section 7 Phase 2A-1 subdivision – Precinct 3.

**33.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Eiben Point subdivision – Precinct 4.

**34.** Discuss, consider and take appropriate action on approval of the amending plat for the PEC Liberty Hill Substation subdivision – Precinct 2.

## REGULAR AGENDA

**35.** Discuss, consider and take any necessary action to approve order for interment of deceased (Robert E. Conley) who passed away in J.P., Pct. 2 of Williamson County, TX where there has been an inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**36.** Hear presentation regarding Field of Honor, a Tribute to Service Above Self.

**37.** Discuss and take appropriate action to proclaim October 6-12, 2019, as National 4-H Week in Williamson County.

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

**39.** Discuss, consider and take appropriate action approving issuance of a Notice of Constitutional Amendment Special Election and approval of the Vote Center locations to be used for the elections to be held November 5, 2019.

**40.** Discuss, consider and take appropriate action regarding the engagement of the Law Offices of Randy T. Leavitt to represent Williamson County in relation to Cause No. 18-CV-00049-ML; *Troy Mansfield v. Williamson County*; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**41.** Discuss, consider and take appropriate action concerning an Interlocal Agreement between Williamson County RCS - Radio Communications System and Liberty Hill ISD Police Department to join the Williamson County Radio Communications System and become an RCS Associate.

**42.** Discuss, consider and take appropriate action regarding the Voluntary Record of Broker for the following employee benefits: (Voluntary Group Critical Accident, Illness, PrePaid Legal, and Info Armor Identify Theft Protection.

**43.** Discuss, consider and take appropriate action regarding the Winston Financial Services Addendum.

**44.** Discuss, consider and hear updates on the 2020 Benefits Open Enrollment dates.

**45.** Discuss, consider, and take appropriate action on the amended Interlocal Contract for the Next Generation 9-1-1 Database Program for FY 2019 with the Capital Area Emergency Communications District (CAECD).

**46.** Discuss, consider and take appropriate action to correct Agenda Item #54 from September 24, 2019 for the following 2019-2020 Budgets:
0507 Regional Communication System Fund.

**47.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

**Fiscal Impact**

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

| | | | |
|---|---|---|---|
| | 0100.0000.335602 | Dist Atty Salary Supplement | $7,500.00 |

**48.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0440.001940 | Apportionment Supplement | $6,163.70 |
| | 0100.0440.002010 | FICA | $471.53 |
| | 0100.0440.002020 | Retirement | $864.77 |

**49.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund - Justice of the Peace Precinct #2 donation.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367400 | Donations | $1,000.00 |

**50.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund - Justice of the Peace Precinct #2 donation.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0452.003670 | Use of Donations | $1,000.00 |

**51.** 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 expenditures for the County Attorney's Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| TO | 0100.0475.001927 | Co Atty Legislative Supplement | $14,107.50 |
| To | 0100.0475.002010 | FICA | $1,079.23 |
| To | 0100.0475.002020 | Retirement | $2,035.71 |
| To | 0100.0475.004902 | Co Atty Legislative Supplement | $59,777.56 |

**52.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

**Fiscal Impact**

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

| | | | |
|---|---|---|---|
| From | 0100.0000.335601 | Co Atty Salary Supplement | $77,000.00 |

**53.** Discuss, consider and take appropriate action on the River Ranch County Park Phase 1 Project, P315, Change Order #3 from Ritter-Botkin Prime Construction Company, Inc. in the amount of $251,554.00 to approve Electrical scope and Roadway/Parking scope changes. This change order is being funded by the Owner Contingency.

**54.** Discuss, consider, and take appropriate action on approving the price proposal 08.22.19-R1 between Vaughan Construction and Williamson County for CTTC Showers Renovation in the amount of $465,000 pursuant to Choice Partners Contract No.15/041JN-16 and authorizing the execution of the agreement.

**55.** Receive updates on the Department of Infrastructure projects and issues.

**56.** Discuss, consider, and take appropriate action regarding a Supplemental to the Standard Utility Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on the CR 279 (Bagdad Road) at River Ranch Park project, a Road Bond project in Commissioner Pct. 2.
Project: P438 Funding: Road Bond

**57.** Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $66,291.83 for CR 110 Middle(James Construction), a Road Bond project in Commissioner Pct. 4.
Project: P261 Funding: Road Bond

**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
i) Project Woods

**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) 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
k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
l) Valerie Adams - EEOC Charge No. 450-2018-03807
m) 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.
n) 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.
o) BANGL Pipeline Project
p) 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
q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
r) 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.
s) Anthony "Tony" Carter - EEOC Charge.
t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
u) Claim of Jaivonte Roberts.
v) Tropea Damage Claim.

**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) 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
k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
l) Valerie Adams - EEOC Charge No. 450-2018-03807
m) 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.
n) 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.
o) BANGL Pipeline Project
p) 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
q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
r) 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.
s) Anthony "Tony" Carter - EEOC Charge.
t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
u) Claim of Jaivonte Roberts.
v) Tropea Damage Claim.

**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 4th day of October, 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:** 10/08/2019

Line Item Transfer for County Sheriff, Corrections Bureau

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

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Transferring funds to cover shortfall in Personal Liability Insurance due to unexpected increase in Dr. Adam Barta's and Dr. Ghulam Khan's policies. Both doctors will not be allowed to perform their required duties in the Williamson County Jail until their policies are paid.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From: | 0100.0570.003306 | Food Service | $5850.00 |
| To: | 0100.0570.004413 | Personal Liability Insurance | $5850.00 |

## Attachments

Dr. Barta Proposal

Dr. Khan Proposal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/30/2019 03:59 PM |
| Budget Office | Ashlie Koenig | 09/30/2019 04:20 PM |
| Form Started By: Abigail Dass | | Started On: 09/30/2019 01:16 PM |
| Final Approval Date: 09/30/2019 | | |

Business Insurance
Employee Benefits
Retirement Plans
Executive Benefits
Life Insurance
Home & Auto
Risk Management
Benefits Administration

HIGGINBOTHAM

Global Reach. Local Touch.
**Single Source.**




# INSURANCE PROPOSAL

7528 Bosque Boulevard
Waco, TX 76712
254-751-1710
www.higginbotham.net

## Adam Barta MD
## Williamson County

## *Your Business Insurance Service Team*

| Core Service Team | | |
|---|---|---|
| **Austin Malone**<br>*Vice President* | (254) 751-1710 | amalone@higginbotham.net |
| **Brandi Ledbetter, CISR, ACSR**<br>*Sr. Account Manager/Unit Supervisor* | (254) 776-4854 | bledbetter@higginbotham.net |
| **Gwen Johnston, CISR, ACSR**<br>*Commercial Service Representative* | (254) 230-1997 | gjohnston@higginbotham.net |

| Specialty Service Team | | |
|---|---|---|
| **Vance Lee, CSP, ARM**<br>*Director of Risk Management* | (214) 346-4122 | vlee@higginbotham.net |
| **Troy Koonsman**<br>*Claims Manager* | (817) 347-7013 | tkoonsman@higginbotham.net |
| **Kevin Springer**<br>*Claims Specialist, Account Executive* | (214) 346-4106 | kspringer@higginbotham.net |
| **James Reed, AIC**<br>*Sr. Claims Specialist, Account Executive* | (817) 347-6806 | jreed@higginbotham.net |
| **Michelle Jones, JD, CRIS, MLIS**<br>*Director of Contract Review* | (817) 349-2306 | mjones@higginbotham.net |
| **Catie Roberts, ARM**<br>*Account Executive, Succeed Coordinator* | (214) 360-6884 | croberts@higginbotham.net |
| **Shea Diaz, CISR**<br>*Certificate and Policy Processing Representative* | (254) 870-2994 | sdiaz@higginbotham.net |
| **Claims Reporting**<br>*Available 24/7 via Telephone Option 3* | (800) 728-2374 | claims@higginbotham.net |

## *Supplement to Proposal*

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

## *Premium Summary / Comparison*

| Coverage | Renewal | | Expiring | |
|---|---|---|---|---|
| | Exposure | Premium | Exposure | Premium |
| Medical Professional Liability | Family Medicine Estimated Gross Annual Income $200,000 | $26,565.00 | Family Medicine Estimated Gross Annual Income $200,000 | $21,970.20 |
| *Total* | | *$26,565.00* | | |

***Note***

*This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Texas Insurance statutes. The State Board of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Texas Insurance Code § 462. Texas Insurance Code § 225.004, requires payment of 4.85 percent tax on gross premium*

**MEDICAL PROFESSIONAL PREMIUM**

| | |
|---|---|
| $ 25,000.00 | Premium (Minimum & Deposit)* |
| $ 300.00 | Policy Fee (Fully Earned) |
| $ 1,227.05 | Surplus Lines Tax |
| $ 37.95 | Stamping Fee |
| $ 26,565.00 | Total, Subject to Audit for Final Premium Determination |

**Premium shown is both a deposit and minimum premium for the full policy term. At the close of the audit period, the company will compute the earned premium for the policy period. If earned premium is more than above total premium, notice of the amount by which it exceeds will be sent to the first Named Insured as additional premium. If earned premium is less than the total premium, the total premium will apply as the minimum premium, with no return premium payment to you.*



Explanations are in general terms and do not change or replace the terms or conditions of the policies.

**12404 Park Central Drive, Suite 380**
**Dallas, TX 75251**
**Ph: 972-437-8734**
**www.rtspecialty.com**

19340684A

# QUOTATION SUMMARY

September 11, 2019

Higginbotham Insurance Agency, Inc. - Waco
Brandi Ledbetter
7528 Bosque Blvd
Waco, TX 76712

FROM: James DiLoreto

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

| | | |
|---|---|---|
| **NAMED INSURED:** | Adam Barta MD<br>508 S. Rock Street<br>Georgetown, TX 78626 | |
| **PRIMARY RISK ZIP CODE:** | 78626 | |
| **COVERAGE:** | Medical Professional Liability Full Program | |
| **INSURER:** | Landmark American Insurance Company - Non-Admitted | |
| **POLICY TERM:** | 9/11/2019 - 9/11/2020 | |
| **ESTIMATED POLICY PREMIUM**: | $25,000.00 | |
| **OPTIONAL TRIA:** | NOT APPLICABLE | |
| **FEES:** | Brokerage Fee | $300.00 |
| | **TOTAL FEES:** | $300.00 |
| **ESTIMATED SURPLUS LINES TAX:** | | |
| | Surplus Lines Tax | $1,227.05 |
| | Stamping Office Fee | $37.95 |
| | **TOTAL TAXES:** | $1,265.00 |
| **TOTAL:** | $26,565.00 | |

**12404 Park Central Drive, Suite 380**
**Dallas, TX 75251**
**Ph: 972-437-8734**
**www.rtspecialty.com**

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**SPECIAL CONDITIONS / OTHER COVERAGES:**

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

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**HOME STATE FOR NON-ADMITTED RISKS**

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

**BINDING INSTRUCTIONS**

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:
There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.
This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

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**PREMIUM FINANCE** (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

| | |
|---|---|
| **Name of Premium Finance Company:** | |
| **Premium Finance Account Number:** | |

**PRODUCER COMPENSATION:**
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.
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This Face Page attaches to and becomes a part of the following policy:

Insured: Adam Barta MD
Policy #:
Effective Date: 9/11/2019
Date Policy/Endorsement Received:
Zip Code of Risk Location: 78626

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCEDOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMEBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE, CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.84 PERCENT TAX ON GROSS PREMIUM.
Rev.4/1/09

Name and Address of Insurer:
Landmark American Insurance Company

Name and Address of Surplus Lines Agent:
R-T Specialty, LLC
180 N. Stetson Avenue, Suite 4600
Chicago, IL 60601

| | |
|---|---|
| Premium: | $25,000.00 |
| TRIA Premium: | NOT APPLICABLE |
| Fees: | Brokerage Fee $300.00 |
| Surplus Lines Tax: | $1,227.05 |
| Stamping Fee: | $37.95 |
| Total: | $26,565.00 |

| **IMPORTANT NOTICE** | **AVISO IMPORTANTE** |
|---|---|
| To obtain information or make a complaint:<br><br>You may contact your (title) at (telephone number).<br><br>You may call Landmark American Insurance Company's toll-free telephone number for information or to make a complaint at:<br><br>**1-XXX-XXX-XXXX**<br><br>You may also write to Landmark American Insurance Company at:<br><br>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:<br><br>**1-800-252-3439**<br><br>You may write the Texas Department of Insurance:<br><br>P. O. Box 149104<br>Austin, TX 78714-9104<br>Fax: (512) 490-1007<br>Web: http://www.tdi.texas.gov<br>E-mail: ConsumerProtection@tdi.state.tx.us<br><br>**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.<br><br>**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document. | Para obtener informacion o para someter una queja:<br><br>Puede comunicarse con su (title) al (telephone number).<br><br>Usted puede llamar al numero de telefono gratis de Landmark American Insurance Company's para informacion o para someter una queja al:<br><br>**1-XXX-XXX-XXXX**<br><br>Usted tambien puede escribir a Landmark American Insurance Company<br><br>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:<br><br>**1-800-252-3439**<br><br>Puede escribir al Departamento de Seguros de Texas:<br><br>P. O. Box 149104<br>Austin, TX 78714-9104<br>Fax: (512) 490-1007<br>Web: http://www.tdi.texas.gov<br>E-mail: ConsumerProtection@tdi.state.tx.us<br><br>**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).<br><br>**UNA ESTE AVISO A SU POLIZA**: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto. |

**RSUI Group, Inc.**
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160
(404) 231-2366

September 09, 2019

R-T Specialty, LLC
12404 Park Central Drive
Suite 380
Dallas, TX 75251

**ATTENTION: JAMES DILORETO**

**RE: Professional Liability Quote (Physicians, Surgeons, and Dentists)**

| | |
|---|---|
| **Submission Number:** | **449094** |
| **Renewal of:** | LHM772105 |
| **Company:** | Landmark American Insurance Company<br>(A.M. Best rating: A+ XIV and S&P rating: A+) |
| **Insured:** | **ADAM BARTA, M.D.**<br>**GEORGETOWN, TX** |
| **Professional Services:** | Family Medicine Services at Williamson County Jails |
| **Policy Dates:** | October 01, 2019 - October 01, 2020 |
| **Form:** | RSG 51027 0616 Physicians, Surgeons, Dentists and Podiatrists Professional Liability Coverage Form |
| **Retroactive Date:** | December 28, 2010 |
| **Each Claim Limit:** | $250,000 |
| **Aggregate Limit:** | $500,000 |

**Deductible**

Per Claim: $10,000 Applies to Indemnity and Expense

**Policy Attachments**

- RSG 54169 0917 Civil Rights Violations Endorsement
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56191 0719 Opioid and Controlled Substance Exclusion
- RSG 99022 0415 State Fraud Statement
- RSG 92008 0604 Texas - Service Of Suit (Landmark)
- RSG 99014 0816 Texas Important Notice
- RSG 99031 0409 Texas Surplus Lines Disclosure Notice
- RSG 56121 0319 Violation of Consumer Protection Laws Exclusion


*A member of Alleghany Insurance Holdings LLC*

## Terms and Conditions

Claim Expenses are within the Limits of Liability
Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium

## Additional Information Required

PREMIUM INCREASE DUE TO MANDATORY RATE INCREASES ON ALL DOCTORS POLICIES

| Name | Retroactive Date | Premium |
|---|---|---|
| ADAM BARTA MD | December 28, 2010 | $25,000.00 |

## Premium Amount

| | |
|---|---|
| **Gross Premium:** | **$25,000.00** |
| **Minimum Earned Premium:** | **$6,250.00** |

**Comments:**
**25% MINIMUM EARNED PREMIUM UPON BINDING.**

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as TX. If there are no exposures in TX we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid for 30 days or current policy expiration date.

We greatly appreciate your business.

Tony Demaria



RSUI *A member of Alleghany Insurance Holdings LLC*

***This Form Provides Claims-Made Coverage.***
***Please Read The Entire Form Completely.***

# PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED BASIS

Throughout this document, the word "Insured" means any person or entity qualified as such under **Part I. E., Covered Persons and Entities**. The word "Company" refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III, Definitions**.

## Part I. Insuring Agreements

### A. Covered Services

The Company will pay on behalf of the Named Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages,** and associated **Claim Expenses,** arising out of a **Medical Incident** or **Personal Injury** in the rendering of or failure to render professional services as a physician, surgeon, or dentist, provided that:

1. A **Claim** seeking such **Damages** is first made against the Insured during the **Policy Period,** and reported to the Company no later than 60 days after the end of the **Policy Period**;
2. The **Medical Incident** or **Personal Injury** occurred in a covered territory;
3. The **Medical Incident** or **Personal Injury** occurred after the **Retroactive Date** as shown in the Declarations.

### B. Defense And Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company's right and duty to defend any **Claim** shall end when the Company's Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses,** or has been tendered to the Insured, or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Named Insured's written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any **Claim Expense** without the prior written consent of the Company.

### C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities,** or the number of claimants or **Claims** made against any Insured:

#### 1. Each Claim Limit

The Company's maximum liability for **Damages** and **Claim Expenses** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Each **Claim** Limit;

#### 2. Aggregate Limit

The maximum liability of the Company for all **Damages** and **Claim Expenses** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The Company shall not be obligated to pay for any Damages or to defend any **Claim** after the applicable Limit of Liability has been exhausted by the Insureds' actual payment of covered damages, **Claim Expenses** or any combination thereof. **Claim Expenses** are a part of and not in addition to the applicable Limits of Liability. Payment of **Claim Expenses** by the Company reduces the applicable Limits of Liability.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. In the event two or more **Claims** arise out of a single **Medical Incident** or **Personal Injury**, or a series of related **Medical Incidents** or **Personal Injuries** by one or more Insureds, all such **Claims** shall be treated as a single **Claim** for the purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

**D. Deductible Provisions**

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim,** including **Damages** or **Claim Expenses**. If in its sole discretion, the Company initially pays the deductible amount on behalf of any Insured, upon written request of the Company, the Named Insured shall reimburse the amount paid within thirty (30) days of the Company's demand.

**E. Covered Persons and Entities**

**1.** Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;

**2.** The Insured's **Professional Organization**, if named in the Declarations page, but only for **Claims** resulting from the providing or failing to provide professional medical or dental services by any person for whom the **Professional Organization** is legally responsible, except other physicians, surgeons, dentists, podiatrists, nurse practitioners and physician assistants.

**3.** Heirs, executors, administrators, assigns and legal representatives of the Insured in the event of an Insured's death, incapacity or bankruptcy, but only with respect to any **Medical Incident** or **Personal Injury** committed prior to such Insured's death, incapacity or bankruptcy.

**4.** Any temporary substitute physician, surgeon, dentist or podiatrist designated by the Named Insured, but only to continue the practice on the behalf of the Named Insured provided such physician, surgeon, dentist or podiatrist has been approved by the Company.

**F. Covered Territory**

This policy applies to otherwise covered **Claims** seeking **Damages** arising out of **Medical Incidents** or **Personal Injury** anywhere in the world, provided that such **Claims** are first made and continued within the United States of America, its territories or possessions, Puerto Rico or Canada. This Policy does not apply to **Claims** whenever, and insofar as, they are pursued elsewhere.

**G. Extended Reporting Period**

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from a **Medical Incident** or **Personal Injury** committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred fifty percent (150%) for twelve months, two hundred percent (200%) for twenty-four months, or two hundred fifty percent (250%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's

termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

**H. Supplementary Coverages**

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

**1.** The Company will pay **Claim Expenses** incurred in the defense of any disciplinary proceeding or investigation against an Insured by any licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct, provided that the alleged misconduct or violation first occurred after the **Retroactive Date** and arises out of the Insured's performance of the Named Insured's professional services as described in the Declarations. This provision applies only to disciplinary proceedings first brought against an Insured during the **Policy Period** and reported to the Company no later than sixty (60) days after the end of **Policy Period**. The Company's obligation to defend an Insured under the provision is subject to a sub-Limit of Liability of $25,000 and applies only to **Claims Expenses** incurred with the consent of the Company. **Damages** are not covered by this provision.

This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

**2.** The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to $500 a day for each Insured because of time off from work, subject to an aggregate amount of $5,000 for each individual Insured for each **Claim**, not to exceed an aggregate amount of $10,000 per **Policy Period**. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

**Part II. Exclusions**

This policy does not apply to any **Claim** or **Claim Expenses** based upon, attributable to, or arising out of:

**A.** Obligations of any Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**B. Bodily Injury** to any of the following**:**

**1.** Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;

**2.** The spouse, child, parent, or sibling of **B. (1.)** above.

**C. 1.** Refusal to employ;

**2.** Termination of employment;

**3.** Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other actual or alleged employment related practices, procedures, policies, acts or omissions;

**4.** Consequential **Bodily Injury** or **Personal Injury** as a result of **C. 1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any

spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of a trial court proceeding.

**D.** Dishonest, fraudulent, criminal or intentional acts, errors or omissions committed by or at the direction of any Insured.

**E.** Any act committed in violation of any law, statute, ordinance or regulation.

**F.** A **Claim** by any Insured under this policy against any other Insured under this policy.

**G.** Obligation or liability assumed by any Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.

**H.** Injury for which any Insured may be held liable as proprietor, administrator, officer, stockholder or member of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, assisted living facility, laboratory or other enterprises not named in the Declarations.

**I.** Arising out of or involving the use of excessive influence or power on any individual, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the individual to be sexual or in any way unwelcomed. However, the Company does agree to defend any such **Claim**, subject to the applicable limits of liability, until a final judgment has been determined; however, if judgment is rendered against the Named Insured, the Named Insured, upon written demand by the Company, agrees to reimburse the Company for all **Claims Expenses** incurred in the defense of such **Claim**, within ten (10) days.

**J.** Performance of, or failure to perform any service by any Insured while under the influence of intoxicants or drugs.

**K.** Obstetrical procedures, including but not limited to any emergency obstetrical procedures.

**L.** Any **Claim** or litigation against any Insured occurring prior to, or pending as of the inception date of this policy including but not limited to **Claims**, demands, causes of actions, legal or quasi-legal proceedings, decrees, or judgments.

Any subsequent litigation or **Claims** arising from, or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation.

**M.** An act, error, omission, or circumstance likely to give rise to a **Claim** that any Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior **Claim** or possible **Claim** referenced in the Insured's application.

**N.** Gathering, use or dissemination of "Personal Information" in any form, including but not limited to any violation of The Health Insurance Portability and Accountability Act of 1996 (HIPAA). "Personal Information" includes any numerical, letter, symbol, image, sound, genetic or biological characteristic, or any combination thereof, unique to an individual or group of individuals and/or assigned to an individual or group of individuals by any person, governmental or non-governmental entity.

**O.** Experimental or investigational procedures, device(s) or practice protocols.

**P.** Use, Administration, or prescription of any drug, pharmaceutical or medical device which has not received final approval by the United States Food and Drug Administration for the treatment of human beings.

**Q.** General liability or liability for goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under the Named Insured's name.

**R.** Statutory or common law, unfair competition, infringement or violation of any patent or intellectual property rights or laws, including but not limited to copyright, patent, trade dress, trade name, trade secrets, trade mark , service mark, title, slogan, or the misappropriation of any of the foregoing.

**S.** **1.** The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;

**2.** The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;

**3.** Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **S. 1.** or **2.** Above;

4. Any request, demand or order 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 asbestos;

5. 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 effect of **Pollutants** or asbestos.

**T.** Ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile, motor vehicle or watercraft.

**U.** Claims based on, arising from or attributable to actual or alleged discrimination of any kind, including but not limited to discrimination against or refusal to treat persons based on their age, race, color, national origin, creed, religion, sex, sexual orientation, marital status, occupation, professional or personal affiliations or associations, physical or other disability, HIV or AIDS status or ability to pay; even if such discrimination is related to professional services.

**V.** Any **Claim** based or arising out of professional services which occur while an Insured's professional license to practice is inactive, under suspension, revoked, surrendered, or has otherwise been terminated.

**Part III. Definitions**

**A.** **Bodily Injury** means physical or mental harm, sickness or disease sustained by a person including death resulting from any of these at any time.

**B.** **Claim** means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, **Claims** that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.

**C.** **Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:

1. Attorney fees;

2. Costs taxed against the Insured in any **Claim** defended by the Company;

3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability.

4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy.

5. Reasonable expenses incurred by the Insured at the Company request other than:

   **a.** Loss of earnings;

   **b.** Salaries or other compensation paid to the Insured or any **Employee** of the Insured.

6. Prejudgment interest award 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.

**D.** **Damages** means monetary judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** does not include punitive or exemplary **Damages,** fines or **Damages** that are multiples of any covered **Damages**, penalties, or disputed fees, deposits, commissions or charges for goods or services.

**E.** **Medical Incident** is any act or omission arising out of the providing or failure to provide professional medical or dental services by the Insured and any person whose acts or omissions the Insured is legally responsible for, except other physicians, surgeons, dentists, podiatrists, physician assistants and nurse

practitioners.

**F.** **Personal Injury** means injury, other than "Bodily Injury", arising out of one or more of the following offenses to the Insured's patients:

**1.** False arrest, detention or imprisonment of any patient;

**2.** Libel, slander or defamation of character of any patient;

**3.** Mental anguish, mental shock or humiliation of any patient

**G.** **Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.

**H.** **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. In addition to **Pollutants** to be disposed of, **Pollutants** also includes materials to be recycled, reconditioned, or reclaimed.

**I.** **Professional Organization** means the Insured's proprietorship, partnership, professional association, or corporation.

**J.** **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.

**Part IV. General Conditions (THE FOLLOWING CONDITIONS ARE A PRECEDENT TO COVERAGE UNDER THE POLICY)**

**A. Notice of Claim**

**1.** If during the policy period, any Insured first becomes aware of a **Medical Incident** or **Personal Injury** reasonably expected to give rise to a **Claim** to which this policy applies, the Insured shall, during the policy period, give written notice to the Company of:

**a.** the specific **Medical Incident** or **Personal Injury**, including potential claimants and dates of acts or omissions; and

**b.** the injury or damage which has or may result from such **Medical Incident** or **Personal Injury**; and

**c.** the circumstances by which the insured first became aware of such **Medical Incident** or **Personal Injury**.

Where the Insured has provided adequate notice of **Medical Incident** or **Personal Injury** as indicated above, then any **Claim** subsequently made against the Insured arising out of such **Medical Incident** or **Personal Injury** shall be deemed for the purposes of this insurance to have been first made in the policy period during which notice of the Medical Incident or Personal Injury was first provided by the Insured.

The insured shall cooperate fully with the Company as provided in **Part IV. A. Notice of Claim** and **C. Cooperation**, and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this policy.

**2.** The Insured must immediately but in no event later than 60 days after the policy period, send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**. If any Insured fails to comply with conditions governing notice of Claim in the Insuring Agreement and/or this Part IV under the policy, the Company's obligations to such Insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**3.** The Insured must authorize the Company to obtain records and other information.

**4.** The Insured must tell the Company the details of what happened and provide the names and addresses of any injured person and any witnesses.

**5.** The Insured must refrain from meeting with any attorney or giving statements or depositions with

respect to patient care without first advising the Company.

Please send all claim information to:

Attention: Claims Dept.
RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, Georgia 30326-1160
Or Via Email:
eportclaim s@rsui.com

**B. Prohibition of Voluntary Payments and Settlements**

Except at the Insured's own cost, the Insured will not make payment, admit liability, settle Claims, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur Claim Expenses without prior written Company approval.

**C. Cooperation**

The Insured shall cooperate with the Company in the investigation of and handling of any Claim, and upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in affecting settlements, securing and giving evidence, and obtaining the attendance of witnesses. The Insured will take no action or knowingly fail to take action that could prejudice its or the Company's substantive position in connection with any Claim.

**D. Protected Health Information**

The Insured consents to the Company reporting any claim settlement or judgment, including factual details, to the National Practitioners Data Bank or any other professional or state agency pursuant to law and regulation.

**E. Notice of Cancellation and Non Renewal**

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured thirty (30) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the Named Insured's, as shown in the Declarations, last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium or deductible when due, this policy may be canceled by the Company giving not less than ten (10) days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the refund will be the lesser of the pro-rata of the earned premium or Minimum Premium. If canceled by the Insured, the earned premium shall be computed short rate. However, in no event shall we retain less than 25% of the Advance Premium shown in the Declarations.

The Company will send the Named Insured as shown in the Declarations any premium refund due.

**F. Premium and Audit**

Premium for this policy is computed in accordance with the Company's rules, rates, rating plans and minimum premium.

Premium designated in this policy as Advance Premium is a Deposit Premium which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of policy period), designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the first Named Insured, shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional earned premium, then the Insured shall be responsible for 100% of the expenses, fees and cost incurred by the Company in that regard plus any collectible interest. If the total computed earned premium for the policy period is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) as shown in the Declarations page of this policy.

The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

**G. Inspections and Surveys**

The Company has the right to inspect and survey the Insured's property and business operations. The Company is not obligated to make inspections or surveys and the Company will not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

**H. Authorization**

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of Extended Reporting Period option, cancellation of the policy, payment of premiums and deductibles and receiving of any return premiums that may become due.

**I. Change**

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to request changes in the terms of this policy and must notify us of any change in circumstances that might affect the terms of this insurance; this includes but is not limited to a change in members, partners, officers, directors, stockholders, medical professional employee or medical specialty. The policy terms can be amended or waived only by endorsement issued by the Company, and made a part of this policy.

**J. Subrogation**

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

**K. Other Insurance**

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims.**

**L. Actions Against the Insurer**

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

No person or organization has a right to join the Company as a co-defendant in any action against the Insured or bring the Company into a suit seeking **Damages** from the Insured.

**M. Non-Transferability**

The Insured rights and duties under this policy may not be transferred without the written consent of the Company.

**N. Coverage in Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

**O. False or Fraudulent Claims**

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

**P. Application**

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

*This Endorsement Changes The Policy. Please Read It Carefully.*

# CIVIL RIGHTS VIOLATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Company will pay on behalf of the Insured, as shown on the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages** and **Claims Expenses** arising out of a negligent act, error, or omission in the performance of the **Named Insured's Professional Services** as shown on the policy's Declarations that results in an alleged violation of Section 1983 of the Civil Rights Act of 1871 (42 U.S. C. 1983 et seq.).

Coverage afforded under this endorsement is subject to the Limit of Liability as shown in the Policy's Declarations.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

*This Endorsement Changes The Policy. Please Read It Carefully.*

# MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than $ .

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

*This Endorsement Changes The Policy. Please Read It Carefully.*

# NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

**This policy does not apply;**

**a. Under any Liability Coverage,** to bodily injury or property damage;

(1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

**b. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

**c. Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

**d. As used in this Endorsement:**

(1) “Hazardous properties” include radioactive, toxic, or explosive properties;

(2) “Nuclear material” means source material, special nuclear material or byproduct material;

(3) “Source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(4) “Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

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(5) “Waste” means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;

(6) “Nuclear facility” means:

(a) any nuclear reactor;

(b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) “Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(8) “Property damage” includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

*This Endorsement Changes The Policy. Please Read It Carefully.*

# OPIOID AND CONTROLLED SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

**All Coverages without Limitation**

In consideration of the premium charged, it is agreed that this Policy will not be triggered or apply and will provide no coverage for indemnity, defense, supplemental or any other exposure where **Claims**, suits, occurrences or demands of any sort, without limitation, against any Insured are:

**1.** Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

**a.** Any actual or alleged abuse, misuse, illicit use, overuse, addiction, dependency, unlawful distribution, or diversion of any **Controlled Substance**;

**b.** Any supervision, instruction, training, education, recommendation, or guideline given, or which should have been given, in connection with any **Controlled Substance**; or

**c.** Inadequate or inaccurate evaluation, control or reporting of, or the failure to evaluate, control or report, the conduct or suspected conduct described in paragraph **1.a.** above.

**2.** Brought by or on behalf of any state, municipality or other governmental entity or agency seeking damages, fines, penalties or any other type of relief, whether monetary or not, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

For the purposes of this exclusion, **Controlled Substances** shall mean:

**a.** any opioid or narcotic drug, narcotic medication, or narcotic substance of any type, nature or kind, including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, morphine, oxymorphone, tapentadol, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone;

**b.** any substance that is a controlled substance defined by or included in the Schedules of the Controlled Substance Act of the United States of America (21 U.S.C. § 801 et seq.) or any other judicial, statutory, regulatory or other legal measure of any nation, province, state, municipality or other governmental division or subdivision; or

**c.** any substance that is in the future labelled or determined to be any of the substances described in **a.** or **b.** of this definition.

This exclusion applies even if the **Claims** or suits against any Insured allege negligence, including but not limited to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any Insured.

This exclusion also applies to any **Claim** or suit by or on behalf of any individual or entity seeking certification at any time as a class action, whether or not such action is actually certified, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

However, this exclusion shall not apply to any **Claim** by or on behalf of a patient, arising out of an actual or alleged negligent act, error or omission by the Insured in the prescribing, administering, or dispensing of a **Controlled Substance** for its intended use.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

## State Fraud Statements
## Fraud Statements – Signature Required for New York Only

### ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

### ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

### ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

### CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

### DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

### DISTRICT OF COLUMBIA FRAUD STATEMENT

**WARNING:** It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

### FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

## HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

## IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

## INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

## KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

## KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

## MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

## MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

## NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

## NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

## OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## OKLAHOMA FRAUD STATEMENT

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

## OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

## PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

## PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

## TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## SIGNATURE REQUIRED

## NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

*This Endorsement Changes The Policy. Please Read It Carefully.*

# SERVICE OF SUIT
# (TEXAS)

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS**

It is agreed that, as an eligible surplus lines insurance company in the State of Texas, Landmark American Insurance Company (LAIC) accepts the irrevocable appointment of the Secretary of State as binding on LAIC and its successors in interest, to be the lawful attorney for the service of LAIC. The Secretary of State may be served with any process, notice, or demand arising out of doing insurance business in Texas by LAIC, except in an action, suit, or proceeding by the State Board of Insured or by the State of Texas. LAIC further agrees that legal process served in the above manner shall have the same legal force and validity as personal service of process in Texas on LAIC or its successor in interest.

In the event service is tendered to the Secretary of State, service of process in such suit may be made by the Commissioner upon the Senior Claims Officer of RSUI Group, Inc., 945 East Paces Ferry Rd., Atlanta, GA 30326-1160 or his designee.

Phillip S. McCrorie, President

Landmark American Insurance Company

**Policy No.:** **Effective:**

# *IMPORTANT NOTICE*

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call RSUI Group, Inc. collect for information or to make a complaint at:

**(404) 231-2366**

You may also write to RSUI Group, Inc. at:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de RSUI Group, Inc. para informacion o para someter una queja al

**(404) 231-2366**

Usted tambien puede escribir a RSUI Group, Inc.:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@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 la compania 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 informacion y no se convierte en parte o condicion del documento adjunto.

# *IMPORTANT NOTICE*

## TEXAS SURPLUS LINES DISCLOSURE NOTICE

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

*This Endorsement Changes The Policy. Please Read It Carefully.*

# VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION

This endorsement modifies insurance provided under the following:

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

**1.** The False Claims Act (FCA), including any amendment of or addition to such law;

**2.** The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;

**3.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);

**4.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**5.** The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;

**6.** Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;

**7.** Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law;

**8.** **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law; or

**9.** Actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of the Insured's website.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

## *Common Insurance Coverage Recommendations*

**PROPERTY COVERAGES**

- Accounts Receivable/Valuable Papers
- Boiler & Machinery Coverage including HVAC system, etc.
- Building – All Risk including Theft
- Contents – All Risk including Theft
- Electronic Equipment Coverage for Computers (hardware and software), phone systems, copying machines, etc.
- Employee Dishonesty Coverage
- Floaters (Equipment, Builders' Risk, Installation, Fine Arts, etc.), Leased or Rented Equipment
- Flood and/or Earthquake
- Increase Cost of Demolition, Ordinances of Law, and Increased Cost of Construction
- Loss of Earnings/Extra Expense, Loss of Rents
- Loss of Money – i.e. Theft and Robbery
- Outdoor Signs/Plate Glass
- Terrorism Coverage
- Transit Coverages (limitations on TCPP & TBOP $1,000 – $2,500)

**LIABILITY COVERAGES**

- Commercial General Liability including Premises/Operations and Products/Completed Operations
- Directors & Officers Liability
- Employee Benefit Liability
- Employment Practices Liability – Wrongful Termination, Sexual Harassment, A.D.A. Law, Third-Party Liability, etc.,
- Fiduciary Liability
- Internet & Privacy Liability
- Liquor Law Liability
- Pollution Liability coverage via environment remediation – primary and third party
- Product Recall Liability
- Professional Liability and/or Errors & Omissions Liability
- Stop Gap Workers' Compensation Coverage for Monopolistic States
- Terrorism Coverage

**CYBER LIABILITY / IDENTITY THEFT**[1]

Consider this: 2013 in Numbers

- The number of data breaches increased by 62% over 2012
- A total of more than 552 million identities were exposed.
- Average identities exposed per breach was 2,181,891.
- The average cost of a data breach has been reported to be as much as $188 per record breached.
- As of 7/1/2014, 47 states will have laws related to security breach notification, with some states incorporating fines and penalties up to $750,000 per security breach.

**AUTOMOBILE COVERAGE**

- Business Automobile
- Drive Other Car Coverage
- Hired and Non-owned Automobile Liability
- Hired or Borrowed Car Physical Damage Coverage

**WORKERS' COMPENSATION COVERAGES**

- Workers' Compensation – Statutory
- U. S. Longshoremen's & Harbor Workers' Coverage
- Jones Act Coverage

**UMBRELLA LIABILITY COVERAGES**

- Umbrella Liability coverage over primary coverages (General Liability, Automobile, Employers' Liability, etc.)
- Terrorism Coverage

**FOREIGN COVERAGES**

- Property, Liability, Automobile, Umbrella, etc.
- Terrorism Coverage

**OTHER RECOMMENDATIONS**

- Disaster Planning and Recovery
- Identity Theft

[1] "Privacy and Data Exposures of Small and Mid-sized Companies" – Advisen, December 2012
"Internet Security Threat Report – 2014" – Symantec, April 2014
"2013 Data Breach Investigations Report" – Verizon, April 2013

**BOND RECOMMENDATIONS**

***Contract***

Performance, Payment, Maintenance Subcontractors, General Contractors, Special Trades

***Court***

Appeal, Medical Malpractice Cost Bonds, TRO, Injunction, Sequestration, Supersedeas

***Fidelity***

Employee Dishonesty, Third Party Administrator, Forgery, Property Management, Public Official Blanket

***Financial Institution***

Employee Dishonesty, Burglary, Robbery, Extortion, Kidnap, Ransom, Combination Safe Depository, Trust Department E&O

***License & Permit***

Currency Exchange, Check Cashing, Franchise, Plumbers, Concrete, Landscape, Electricians, Liquor, Tax Conduct Surety, Motor Vehicle Dealers

***Probate***

Trustees, Administration, Executors, Guardians, Conservator

***Public Official***

Notary Public, Public Weigher, Tax Assessor Collector, Licensed Deputy

***Surety***

Miscellaneous, Utility, Travel Agents, Financial Guarantee, ESOP, LLP, Healthcare Providers, Lost Instrument

**PERSONAL LINES INSURANCE RECOMMENDATIONS**

***Automobile Coverages***
Liability/Physical Damage

***Property***
- HO Form
- Dwelling
- Builders' Risk Policies
- Endorsements

***Flood/Earthquake***
Buildings/Contents

***Umbrella Liability Coverages***
Increased Limits of Liability Available

***Farm & Ranch***
- Dwelling
- Scheduled Property
- Common Endorsements
- FRO Endorsements

***Watercraft/Recreational Vehicles***
Liability/Physical Damage

***Personal Articles Floater***
- Jewelry
- Furs
- Fine Art, etc.

Business Insurance
Employee Benefits
Retirement Plans
Executive Benefits
Life Insurance
Home & Auto
Risk Management
Benefits Administration

HIGGINBOTHAM

Global Reach. Local Touch.
**Single Source.**




# INSURANCE PROPOSAL

7528 Bosque Boulevard
Waco, TX 76712
254-751-1710
www.higginbotham.net

## Ghulam Khan MD
## Williamson County

## *Your Business Insurance Service Team*

| Core Service Team | | |
|---|---|---|
| **Austin Malone**<br>*Vice President* | (254) 751-1710 | amalone@higginbotham.net |
| **Brandi Ledbetter, CISR, ACSR**<br>*Sr. Account Manager/Unit Supervisor* | (254) 776-4854 | bledbetter@higginbotham.net |
| **Gwen Johnston, CISR, ACSR**<br>*Commercial Service Representative* | (254) 230-1997 | gjohnston@higginbotham.net |

| Specialty Service Team | | |
|---|---|---|
| **Vance Lee, CSP, ARM**<br>*Director of Risk Management* | (214) 346-4122 | vlee@higginbotham.net |
| **Troy Koonsman**<br>*Claims Manager* | (817) 347-7013 | tkoonsman@higginbotham.net |
| **Kevin Springer**<br>*Claims Specialist, Account Executive* | (214) 346-4106 | kspringer@higginbotham.net |
| **James Reed, AIC**<br>*Sr. Claims Specialist, Account Executive* | (817) 347-6806 | jreed@higginbotham.net |
| **Michelle Jones, JD, CRIS, MLIS**<br>*Director of Contract Review* | (817) 349-2306 | mjones@higginbotham.net |
| **Catie Roberts, ARM**<br>*Account Executive, Succeed Coordinator* | (214) 360-6884 | croberts@higginbotham.net |
| **Shea Diaz, CISR**<br>*Certificate and Policy Processing Representative* | (254) 870-2994 | sdiaz@higginbotham.net |
| **Claims Reporting**<br>*Available 24/7 via Telephone Option 3* | (800) 728-2374 | claims@higginbotham.net |

## *Supplement to Proposal*

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

## *Premium Summary / Comparison*

| Coverage | Renewal | | Expiring | |
|---|---|---|---|---|
| | Exposure | Premium | Exposure | Premium |
| Medical Professional Liability | Family Medicine Estimated Gross Annual Income $100,000-$149,000 | $14,060.55 | Family Medicine Estimated Gross Annual Income $100,000-$149,000 | $12,811.05 |
| *Total* | | *$14,060.55* | | *$12,811.05* |

***Note***

*This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Texas Insurance statutes. The State Board of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Texas Insurance Code § 462. Texas Insurance Code § 225.004, requires payment of 4.85 percent tax on gross premium*

**MEDICAL PROFESSIONAL PREMIUM**

| | |
|---|---|
| $ 13,091.00 | Premium (Minimum & Deposit)* |
| $ 300.00 | Policy Fee (Fully Earned) |
| $ 649.46 | Surplus Lines Tax |
| $ 20.09 | Stamping Fee |
| $ 14,060.55 | Total, Subject to Audit for Final Premium Determination |

**Premium shown is both a deposit and minimum premium for the full policy term. At the close of the audit period, the company will compute the earned premium for the policy period. If earned premium is more than above total premium, notice of the amount by which it exceeds will be sent to the first Named Insured as additional premium. If earned premium is less than the total premium, the total premium will apply as the minimum premium, with no return premium payment to you.*



Explanations are in general terms and do not change or replace the terms or conditions of the policies.

**12404 Park Central Drive, Suite 380**
**Dallas, TX 75251**
**Ph: 972-437-8734**
**www.rtspecialty.com**

19412661A

# QUOTATION SUMMARY

September 30, 2019

Higginbotham Insurance Agency, Inc. - Waco
Brandi Ledbetter
7528 Bosque Blvd
Waco, TX 76712

FROM: James DiLoreto

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

| | | |
|---|---|---|
| **NAMED INSURED:** | Ghulam M. Khan MD<br>306 W. 4th Street<br>Georgetown, TX 78626 | |
| **PRIMARY RISK ZIP CODE:** | 78626 | |
| **COVERAGE:** | Medical Professional Liability Full Program | |
| **INSURER:** | Landmark American Insurance Company - Non-Admitted | |
| **POLICY TERM:** | 10/2/2019 - 10/2/2020 | |
| **ESTIMATED POLICY PREMIUM**: | $13,091.00 | |
| **OPTIONAL TRIA:** | NOT APPLICABLE | |
| **FEES:** | Brokerage Fee | $300.00 |
| | **TOTAL FEES:** | $300.00 |
| **ESTIMATED SURPLUS LINES TAX:** | | |
| | Surplus Lines Tax | $649.46 |
| | Stamping Office Fee | $20.09 |
| | **TOTAL TAXES:** | $669.55 |
| **TOTAL:** | $14,060.55 | |

**12404 Park Central Drive, Suite 380**
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**SPECIAL CONDITIONS / OTHER COVERAGES:**

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

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**Dallas, TX 75251**
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**HOME STATE FOR NON-ADMITTED RISKS**

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

**BINDING INSTRUCTIONS**

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:
There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.
This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

**12404 Park Central Drive, Suite 380**
**Dallas, TX 75251**
**Ph: 972-437-8734**
**www.rtspecialty.com**

19412661A

**PREMIUM FINANCE** (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

| | |
|---|---|
| **Name of Premium Finance Company:** | |
| **Premium Finance Account Number:** | |

**PRODUCER COMPENSATION:**
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.
© 2017 Ryan Specialty Group, LLC

This Face Page attaches to and becomes a part of the following policy:

Insured: Ghulam M. Khan MD
Policy #:
Effective Date: 10/2/2019
Date Policy/Endorsement Received:
Zip Code of Risk Location: 78626

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCEDOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMEBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE, CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.84 PERCENT TAX ON GROSS PREMIUM.
Rev.4/1/09

Name and Address of Insurer:
Landmark American Insurance Company

Name and Address of Surplus Lines Agent:
R-T Specialty, LLC
180 N. Stetson Avenue, Suite 4600
Chicago, IL 60601

| | |
|---|---|
| Premium: | $13,091.00 |
| TRIA Premium: | NOT APPLICABLE |
| Fees: | Brokerage Fee $300.00 |
| Surplus Lines Tax: | $649.46 |
| Stamping Fee: | $20.09 |
| Total: | $14,060.55 |

| **IMPORTANT NOTICE** | **AVISO IMPORTANTE** |
|---|---|
| To obtain information or make a complaint:<br><br>You may contact your (title) at (telephone number).<br><br>You may call Landmark American Insurance Company's toll-free telephone number for information or to make a complaint at:<br><br>**1-XXX-XXX-XXXX**<br><br>You may also write to Landmark American Insurance Company at:<br><br>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:<br><br>**1-800-252-3439**<br><br>You may write the Texas Department of Insurance:<br><br>P. O. Box 149104<br>Austin, TX 78714-9104<br>Fax: (512) 490-1007<br>Web: http://www.tdi.texas.gov<br>E-mail: ConsumerProtection@tdi.state.tx.us<br><br>**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.<br><br>**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document. | Para obtener informacion o para someter una queja:<br><br>Puede comunicarse con su (title) al (telephone number).<br><br>Usted puede llamar al numero de telefono gratis de Landmark American Insurance Company's para informacion o para someter una queja al:<br><br>**1-XXX-XXX-XXXX**<br><br>Usted tambien puede escribir a Landmark American Insurance Company<br><br>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:<br><br>**1-800-252-3439**<br><br>Puede escribir al Departamento de Seguros de Texas:<br><br>P. O. Box 149104<br>Austin, TX 78714-9104<br>Fax: (512) 490-1007<br>Web: http://www.tdi.texas.gov<br>E-mail: ConsumerProtection@tdi.state.tx.us<br><br>**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).<br><br>**UNA ESTE AVISO A SU POLIZA**: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto. |

**RSUI Group, Inc.**
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160
(404) 231-2366

September 30, 2019

R-T Specialty, LLC
12404 Park Central Drive
Suite 380
Dallas, TX 75251

**ATTENTION: JAMES DILORETO**

**RE: Professional Liability Indication (Physicians, Surgeons, and Dentists)**

| | |
|---|---|
| **Submission Number:** | **449229** |
| **Renewal of:** | LHM772264 |
| **Company:** | Landmark American Insurance Company<br>(A.M. Best rating: A+ XIV and S&P rating: A+) |
| **Insured:** | **GHULAM MUSTAFA KHAN MD**<br>**GEORGETOWN, TX** |
| **Professional Services:** | PSYCHIATRY SERVICES AT THE WILLIAMSON COUNTY JAIL |
| **Policy Dates:** | October 10, 2019 - October 10, 2020 |
| **Form:** | RSG 51027 0616 Physicians, Surgeons, Dentists and Podiatrists Professional Liability Coverage Form |
| **Retroactive Date:** | October 10, 2013 |
| **Each Claim Limit:** | $200,000 |
| **Aggregate Limit:** | $600,000 |

**Deductible**

Per Claim: $5,000 Applies to Indemnity and Expense

**Policy Attachments**

- RSG 56093 0405 Coverage Limitation Endorsement
- RSG 56097 0405 Cross Policy Exclusion
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56191 0719 Opioid and Controlled Substance Exclusion
- RSG 99022 0415 State Fraud Statement
- RSG 92008 0604 Texas - Service Of Suit (Landmark)
- RSG 99014 0816 Texas Important Notice
- RSG 99031 0409 Texas Surplus Lines Disclosure Notice
- RSG 56121 0319 Violation of Consumer Protection Laws Exclusion


*A member of Alleghany Insurance Holdings LLC*

## Terms and Conditions

Claim Expenses are within the Limits of Liability
Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 150%, 200%, or 250% of the annual / policy premium

## Premium Amount

| | |
|---|---|
| **Gross Premium:** | **$13,091.00** |
| **Minimum Earned Premium:** | **$3,272.75** |

**Comments:**
**25% MINIMUM EARNED PREMIUM UPON BINDING.**

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as TX. If there are no exposures in TX we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Indication is valid for 30 days or current policy expiration date.

We greatly appreciate your business.

Michelle Fisher



RSUI *A member of Alleghany Insurance Holdings LLC*

***This Form Provides Claims-Made Coverage.***
***Please Read The Entire Form Completely.***

# PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED BASIS

Throughout this document, the word "Insured" means any person or entity qualified as such under **Part I. E., Covered Persons and Entities**. The word "Company" refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III, Definitions**.

## Part I. Insuring Agreements

### A. Covered Services

The Company will pay on behalf of the Named Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages,** and associated **Claim Expenses,** arising out of a **Medical Incident** or **Personal Injury** in the rendering of or failure to render professional services as a physician, surgeon, or dentist, provided that:

1. A **Claim** seeking such **Damages** is first made against the Insured during the **Policy Period,** and reported to the Company no later than 60 days after the end of the **Policy Period**;
2. The **Medical Incident** or **Personal Injury** occurred in a covered territory;
3. The **Medical Incident** or **Personal Injury** occurred after the **Retroactive Date** as shown in the Declarations.

### B. Defense And Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company's right and duty to defend any **Claim** shall end when the Company's Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses,** or has been tendered to the Insured, or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Named Insured's written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any **Claim Expense** without the prior written consent of the Company.

### C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities,** or the number of claimants or **Claims** made against any Insured:

#### 1. Each Claim Limit

The Company's maximum liability for **Damages** and **Claim Expenses** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Each **Claim** Limit;

#### 2. Aggregate Limit

The maximum liability of the Company for all **Damages** and **Claim Expenses** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The Company shall not be obligated to pay for any Damages or to defend any **Claim** after the applicable Limit of Liability has been exhausted by the Insureds' actual payment of covered damages, **Claim Expenses** or any combination thereof. **Claim Expenses** are a part of and not in addition to the applicable Limits of Liability. Payment of **Claim Expenses** by the Company reduces the applicable Limits of Liability.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. In the event two or more **Claims** arise out of a single **Medical Incident** or **Personal Injury**, or a series of related **Medical Incidents** or **Personal Injuries** by one or more Insureds, all such **Claims** shall be treated as a single **Claim** for the purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

**D. Deductible Provisions**

The deductible amount as shown in the Declarations shall be paid by the Insured and applies to each **Claim,** including **Damages** or **Claim Expenses**. If in its sole discretion, the Company initially pays the deductible amount on behalf of any Insured, upon written request of the Company, the Named Insured shall reimburse the amount paid within thirty (30) days of the Company's demand.

**E. Covered Persons and Entities**

**1.** Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;

**2.** The Insured's **Professional Organization**, if named in the Declarations page, but only for **Claims** resulting from the providing or failing to provide professional medical or dental services by any person for whom the **Professional Organization** is legally responsible, except other physicians, surgeons, dentists, podiatrists, nurse practitioners and physician assistants.

**3.** Heirs, executors, administrators, assigns and legal representatives of the Insured in the event of an Insured's death, incapacity or bankruptcy, but only with respect to any **Medical Incident** or **Personal Injury** committed prior to such Insured's death, incapacity or bankruptcy.

**4.** Any temporary substitute physician, surgeon, dentist or podiatrist designated by the Named Insured, but only to continue the practice on the behalf of the Named Insured provided such physician, surgeon, dentist or podiatrist has been approved by the Company.

**F. Covered Territory**

This policy applies to otherwise covered **Claims** seeking **Damages** arising out of **Medical Incidents** or **Personal Injury** anywhere in the world, provided that such **Claims** are first made and continued within the United States of America, its territories or possessions, Puerto Rico or Canada. This Policy does not apply to **Claims** whenever, and insofar as, they are pursued elsewhere.

**G. Extended Reporting Period**

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown on the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24), or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from a **Medical Incident** or **Personal Injury** committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred fifty percent (150%) for twelve months, two hundred percent (200%) for twenty-four months, or two hundred fifty percent (250%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's

termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

**H. Supplementary Coverages**

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

**1.** The Company will pay **Claim Expenses** incurred in the defense of any disciplinary proceeding or investigation against an Insured by any licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct, provided that the alleged misconduct or violation first occurred after the **Retroactive Date** and arises out of the Insured's performance of the Named Insured's professional services as described in the Declarations. This provision applies only to disciplinary proceedings first brought against an Insured during the **Policy Period** and reported to the Company no later than sixty (60) days after the end of **Policy Period**. The Company's obligation to defend an Insured under the provision is subject to a sub-Limit of Liability of $25,000 and applies only to **Claims Expenses** incurred with the consent of the Company. **Damages** are not covered by this provision.

This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

**2.** The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to $500 a day for each Insured because of time off from work, subject to an aggregate amount of $5,000 for each individual Insured for each **Claim**, not to exceed an aggregate amount of $10,000 per **Policy Period**. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

**Part II. Exclusions**

This policy does not apply to any **Claim** or **Claim Expenses** based upon, attributable to, or arising out of:

**A.** Obligations of any Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**B. Bodily Injury** to any of the following**:**

**1.** Officers, directors, partners, employees or volunteer workers of the Insured arising out of and in the course of employment by the insured;

**2.** The spouse, child, parent, or sibling of **B. (1.)** above.

**C. 1.** Refusal to employ;

**2.** Termination of employment;

**3.** Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other actual or alleged employment related practices, procedures, policies, acts or omissions;

**4.** Consequential **Bodily Injury** or **Personal Injury** as a result of **C. 1.** through **3.** above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any

spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of a trial court proceeding.

**D.** Dishonest, fraudulent, criminal or intentional acts, errors or omissions committed by or at the direction of any Insured.

**E.** Any act committed in violation of any law, statute, ordinance or regulation.

**F.** A **Claim** by any Insured under this policy against any other Insured under this policy.

**G.** Obligation or liability assumed by any Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.

**H.** Injury for which any Insured may be held liable as proprietor, administrator, officer, stockholder or member of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, assisted living facility, laboratory or other enterprises not named in the Declarations.

**I.** Arising out of or involving the use of excessive influence or power on any individual, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the individual to be sexual or in any way unwelcomed. However, the Company does agree to defend any such **Claim**, subject to the applicable limits of liability, until a final judgment has been determined; however, if judgment is rendered against the Named Insured, the Named Insured, upon written demand by the Company, agrees to reimburse the Company for all **Claims Expenses** incurred in the defense of such **Claim**, within ten (10) days.

**J.** Performance of, or failure to perform any service by any Insured while under the influence of intoxicants or drugs.

**K.** Obstetrical procedures, including but not limited to any emergency obstetrical procedures.

**L.** Any **Claim** or litigation against any Insured occurring prior to, or pending as of the inception date of this policy including but not limited to **Claims**, demands, causes of actions, legal or quasi-legal proceedings, decrees, or judgments.

Any subsequent litigation or **Claims** arising from, or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation.

**M.** An act, error, omission, or circumstance likely to give rise to a **Claim** that any Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior **Claim** or possible **Claim** referenced in the Insured's application.

**N.** Gathering, use or dissemination of "Personal Information" in any form, including but not limited to any violation of The Health Insurance Portability and Accountability Act of 1996 (HIPAA). "Personal Information" includes any numerical, letter, symbol, image, sound, genetic or biological characteristic, or any combination thereof, unique to an individual or group of individuals and/or assigned to an individual or group of individuals by any person, governmental or non-governmental entity.

**O.** Experimental or investigational procedures, device(s) or practice protocols.

**P.** Use, Administration, or prescription of any drug, pharmaceutical or medical device which has not received final approval by the United States Food and Drug Administration for the treatment of human beings.

**Q.** General liability or liability for goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under the Named Insured's name.

**R.** Statutory or common law, unfair competition, infringement or violation of any patent or intellectual property rights or laws, including but not limited to copyright, patent, trade dress, trade name, trade secrets, trade mark , service mark, title, slogan, or the misappropriation of any of the foregoing.

**S.** **1.** The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;

**2.** The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;

**3.** Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **S. 1.** or **2.** Above;

4. Any request, demand or order 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 asbestos;

5. 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 effect of **Pollutants** or asbestos.

**T.** Ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. This exclusion includes the movement of patients in and out of any motor vehicle, aircraft, automobile, motor vehicle or watercraft.

**U.** Claims based on, arising from or attributable to actual or alleged discrimination of any kind, including but not limited to discrimination against or refusal to treat persons based on their age, race, color, national origin, creed, religion, sex, sexual orientation, marital status, occupation, professional or personal affiliations or associations, physical or other disability, HIV or AIDS status or ability to pay; even if such discrimination is related to professional services.

**V.** Any **Claim** based or arising out of professional services which occur while an Insured's professional license to practice is inactive, under suspension, revoked, surrendered, or has otherwise been terminated.

**Part III. Definitions**

**A.** **Bodily Injury** means physical or mental harm, sickness or disease sustained by a person including death resulting from any of these at any time.

**B.** **Claim** means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, **Claims** that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.

**C.** **Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:

1. Attorney fees;

2. Costs taxed against the Insured in any **Claim** defended by the Company;

3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability.

4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy.

5. Reasonable expenses incurred by the Insured at the Company request other than:

   **a.** Loss of earnings;

   **b.** Salaries or other compensation paid to the Insured or any **Employee** of the Insured.

6. Prejudgment interest award 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.

**D.** **Damages** means monetary judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** does not include punitive or exemplary **Damages,** fines or **Damages** that are multiples of any covered **Damages**, penalties, or disputed fees, deposits, commissions or charges for goods or services.

**E.** **Medical Incident** is any act or omission arising out of the providing or failure to provide professional medical or dental services by the Insured and any person whose acts or omissions the Insured is legally responsible for, except other physicians, surgeons, dentists, podiatrists, physician assistants and nurse

practitioners.

**F.** **Personal Injury** means injury, other than "Bodily Injury", arising out of one or more of the following offenses to the Insured's patients:

**1.** False arrest, detention or imprisonment of any patient;

**2.** Libel, slander or defamation of character of any patient;

**3.** Mental anguish, mental shock or humiliation of any patient

**G.** **Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.

**H.** **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. In addition to **Pollutants** to be disposed of, **Pollutants** also includes materials to be recycled, reconditioned, or reclaimed.

**I.** **Professional Organization** means the Insured's proprietorship, partnership, professional association, or corporation.

**J.** **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.

**Part IV. General Conditions (THE FOLLOWING CONDITIONS ARE A PRECEDENT TO COVERAGE UNDER THE POLICY)**

**A. Notice of Claim**

**1.** If during the policy period, any Insured first becomes aware of a **Medical Incident** or **Personal Injury** reasonably expected to give rise to a **Claim** to which this policy applies, the Insured shall, during the policy period, give written notice to the Company of:

**a.** the specific **Medical Incident** or **Personal Injury**, including potential claimants and dates of acts or omissions; and

**b.** the injury or damage which has or may result from such **Medical Incident** or **Personal Injury**; and

**c.** the circumstances by which the insured first became aware of such **Medical Incident** or **Personal Injury**.

Where the Insured has provided adequate notice of **Medical Incident** or **Personal Injury** as indicated above, then any **Claim** subsequently made against the Insured arising out of such **Medical Incident** or **Personal Injury** shall be deemed for the purposes of this insurance to have been first made in the policy period during which notice of the Medical Incident or Personal Injury was first provided by the Insured.

The insured shall cooperate fully with the Company as provided in **Part IV. A. Notice of Claim** and **C. Cooperation**, and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this policy.

**2.** The Insured must immediately but in no event later than 60 days after the policy period, send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**. If any Insured fails to comply with conditions governing notice of Claim in the Insuring Agreement and/or this Part IV under the policy, the Company's obligations to such Insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**3.** The Insured must authorize the Company to obtain records and other information.

**4.** The Insured must tell the Company the details of what happened and provide the names and addresses of any injured person and any witnesses.

**5.** The Insured must refrain from meeting with any attorney or giving statements or depositions with

respect to patient care without first advising the Company.

Please send all claim information to:

Attention: Claims Dept.
RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, Georgia 30326-1160
Or Via Email:
eportclaim s@rsui.com

**B. Prohibition of Voluntary Payments and Settlements**

Except at the Insured's own cost, the Insured will not make payment, admit liability, settle Claims, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur Claim Expenses without prior written Company approval.

**C. Cooperation**

The Insured shall cooperate with the Company in the investigation of and handling of any Claim, and upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in affecting settlements, securing and giving evidence, and obtaining the attendance of witnesses. The Insured will take no action or knowingly fail to take action that could prejudice its or the Company's substantive position in connection with any Claim.

**D. Protected Health Information**

The Insured consents to the Company reporting any claim settlement or judgment, including factual details, to the National Practitioners Data Bank or any other professional or state agency pursuant to law and regulation.

**E. Notice of Cancellation and Non Renewal**

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured thirty (30) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the Named Insured's, as shown in the Declarations, last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium or deductible when due, this policy may be canceled by the Company giving not less than ten (10) days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the refund will be the lesser of the pro-rata of the earned premium or Minimum Premium. If canceled by the Insured, the earned premium shall be computed short rate. However, in no event shall we retain less than 25% of the Advance Premium shown in the Declarations.

The Company will send the Named Insured as shown in the Declarations any premium refund due.

**F. Premium and Audit**

Premium for this policy is computed in accordance with the Company's rules, rates, rating plans and minimum premium.

Premium designated in this policy as Advance Premium is a Deposit Premium which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of policy period), designated in the Declarations as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the first Named Insured, shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional earned premium, then the Insured shall be responsible for 100% of the expenses, fees and cost incurred by the Company in that regard plus any collectible interest. If the total computed earned premium for the policy period is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) as shown in the Declarations page of this policy.

The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

**G. Inspections and Surveys**

The Company has the right to inspect and survey the Insured's property and business operations. The Company is not obligated to make inspections or surveys and the Company will not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

**H. Authorization**

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of Extended Reporting Period option, cancellation of the policy, payment of premiums and deductibles and receiving of any return premiums that may become due.

**I. Change**

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to request changes in the terms of this policy and must notify us of any change in circumstances that might affect the terms of this insurance; this includes but is not limited to a change in members, partners, officers, directors, stockholders, medical professional employee or medical specialty. The policy terms can be amended or waived only by endorsement issued by the Company, and made a part of this policy.

**J. Subrogation**

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

**K. Other Insurance**

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims.**

**L. Actions Against the Insurer**

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

No person or organization has a right to join the Company as a co-defendant in any action against the Insured or bring the Company into a suit seeking **Damages** from the Insured.

**M. Non-Transferability**

The Insured rights and duties under this policy may not be transferred without the written consent of the Company.

**N. Coverage in Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

**O. False or Fraudulent Claims**

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited.

**P. Application**

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

*This Endorsement Changes The Policy. Please Read It Carefully.*

# COVERAGE LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is agreed that the insurance provided by this policy does not apply to any **Claim** or **Claim Expenses** for liability arising out of any operation of the Named Insured other than those operations as described on the Declarations Page.

It is further agreed that for any **Claim** made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such **Claims**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

*This Endorsement Changes The Policy. Please Read It Carefully.*

# CROSS POLICY EXCLUSION

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, no coverage shall apply under this policy to any **Claim** or **Claim Expenses** covered by:

Entity Name:

Policy Number:

Policy Period: to

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

*This Endorsement Changes The Policy. Please Read It Carefully.*

# MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than $ .

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

*This Endorsement Changes The Policy. Please Read It Carefully.*

# NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

**This policy does not apply;**

**a. Under any Liability Coverage,** to bodily injury or property damage;

(1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

**b. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

**c. Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

**d. As used in this Endorsement:**

(1) “Hazardous properties” include radioactive, toxic, or explosive properties;

(2) “Nuclear material” means source material, special nuclear material or byproduct material;

(3) “Source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(4) “Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

(5) “Waste” means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;

(6) “Nuclear facility” means:

(a) any nuclear reactor;

(b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) “Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(8) “Property damage” includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

*This Endorsement Changes The Policy. Please Read It Carefully.*

# OPIOID AND CONTROLLED SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

**All Coverages without Limitation**

In consideration of the premium charged, it is agreed that this Policy will not be triggered or apply and will provide no coverage for indemnity, defense, supplemental or any other exposure where **Claims**, suits, occurrences or demands of any sort, without limitation, against any Insured are:

**1.** Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

**a.** Any actual or alleged abuse, misuse, illicit use, overuse, addiction, dependency, unlawful distribution, or diversion of any **Controlled Substance**;

**b.** Any supervision, instruction, training, education, recommendation, or guideline given, or which should have been given, in connection with any **Controlled Substance**; or

**c.** Inadequate or inaccurate evaluation, control or reporting of, or the failure to evaluate, control or report, the conduct or suspected conduct described in paragraph **1.a.** above.

**2.** Brought by or on behalf of any state, municipality or other governmental entity or agency seeking damages, fines, penalties or any other type of relief, whether monetary or not, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

For the purposes of this exclusion, **Controlled Substances** shall mean:

**a.** any opioid or narcotic drug, narcotic medication, or narcotic substance of any type, nature or kind, including, but not limited to, buprenorphine, codeine, fentanyl, hydrocodone, morphine, oxymorphone, tapentadol, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone;

**b.** any substance that is a controlled substance defined by or included in the Schedules of the Controlled Substance Act of the United States of America (21 U.S.C. § 801 et seq.) or any other judicial, statutory, regulatory or other legal measure of any nation, province, state, municipality or other governmental division or subdivision; or

**c.** any substance that is in the future labelled or determined to be any of the substances described in **a.** or **b.** of this definition.

This exclusion applies even if the **Claims** or suits against any Insured allege negligence, including but not limited to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any Insured.

This exclusion also applies to any **Claim** or suit by or on behalf of any individual or entity seeking certification at any time as a class action, whether or not such action is actually certified, arising from or in any way related to any Insured manufacturing, selling, distributing, or dispensing **Controlled Substances**.

However, this exclusion shall not apply to any **Claim** by or on behalf of a patient, arising out of an actual or alleged negligent act, error or omission by the Insured in the prescribing, administering, or dispensing of a **Controlled Substance** for its intended use.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

## State Fraud Statements
## Fraud Statements – Signature Required for New York Only

### ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

### ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

### ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

### CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

### DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

### DISTRICT OF COLUMBIA FRAUD STATEMENT

**WARNING:** It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

### FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

## HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

## IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

## INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

## KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

## KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

## MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

## MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

## NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

## NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

## OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## OKLAHOMA FRAUD STATEMENT

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

## OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

## PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

## PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

## TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## SIGNATURE REQUIRED

## NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

*This Endorsement Changes The Policy. Please Read It Carefully.*

# SERVICE OF SUIT
# (TEXAS)

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS**

It is agreed that, as an eligible surplus lines insurance company in the State of Texas, Landmark American Insurance Company (LAIC) accepts the irrevocable appointment of the Secretary of State as binding on LAIC and its successors in interest, to be the lawful attorney for the service of LAIC. The Secretary of State may be served with any process, notice, or demand arising out of doing insurance business in Texas by LAIC, except in an action, suit, or proceeding by the State Board of Insured or by the State of Texas. LAIC further agrees that legal process served in the above manner shall have the same legal force and validity as personal service of process in Texas on LAIC or its successor in interest.

In the event service is tendered to the Secretary of State, service of process in such suit may be made by the Commissioner upon the Senior Claims Officer of RSUI Group, Inc., 945 East Paces Ferry Rd., Atlanta, GA 30326-1160 or his designee.

Phillip S. McCrorie, President

Landmark American Insurance Company

**Policy No.:** **Effective:**

# *IMPORTANT NOTICE*

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call RSUI Group, Inc. collect for information or to make a complaint at:

**(404) 231-2366**

You may also write to RSUI Group, Inc. at:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de RSUI Group, Inc. para informacion o para someter una queja al

**(404) 231-2366**

Usted tambien puede escribir a RSUI Group, Inc.:

945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@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 la compania 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 informacion y no se convierte en parte o condicion del documento adjunto.

# *IMPORTANT NOTICE*

## TEXAS SURPLUS LINES DISCLOSURE NOTICE

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

*This Endorsement Changes The Policy. Please Read It Carefully.*

# VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION

This endorsement modifies insurance provided under the following:

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

**1.** The False Claims Act (FCA), including any amendment of or addition to such law;

**2.** The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;

**3.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);

**4.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**5.** The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;

**6.** Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;

**7.** Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law;

**8.** **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law; or

**9.** Actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of the Insured's website.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

## *Common Insurance Coverage Recommendations*

**PROPERTY COVERAGES**

- Accounts Receivable/Valuable Papers
- Boiler & Machinery Coverage including HVAC system, etc.
- Building – All Risk including Theft
- Contents – All Risk including Theft
- Electronic Equipment Coverage for Computers (hardware and software), phone systems, copying machines, etc.
- Employee Dishonesty Coverage
- Floaters (Equipment, Builders' Risk, Installation, Fine Arts, etc.), Leased or Rented Equipment
- Flood and/or Earthquake
- Increase Cost of Demolition, Ordinances of Law, and Increased Cost of Construction
- Loss of Earnings/Extra Expense, Loss of Rents
- Loss of Money – i.e. Theft and Robbery
- Outdoor Signs/Plate Glass
- Terrorism Coverage
- Transit Coverages (limitations on TCPP & TBOP $1,000 – $2,500)

**LIABILITY COVERAGES**

- Commercial General Liability including Premises/Operations and Products/Completed Operations
- Directors & Officers Liability
- Employee Benefit Liability
- Employment Practices Liability – Wrongful Termination, Sexual Harassment, A.D.A. Law, Third-Party Liability, etc.,
- Fiduciary Liability
- Internet & Privacy Liability
- Liquor Law Liability
- Pollution Liability coverage via environment remediation – primary and third party
- Product Recall Liability
- Professional Liability and/or Errors & Omissions Liability
- Stop Gap Workers' Compensation Coverage for Monopolistic States
- Terrorism Coverage

**CYBER LIABILITY / IDENTITY THEFT**[1]

Consider this: 2013 in Numbers

- The number of data breaches increased by 62% over 2012
- A total of more than 552 million identities were exposed.
- Average identities exposed per breach was 2,181,891.
- The average cost of a data breach has been reported to be as much as $188 per record breached.
- As of 7/1/2014, 47 states will have laws related to security breach notification, with some states incorporating fines and penalties up to $750,000 per security breach.

**AUTOMOBILE COVERAGE**

- Business Automobile
- Drive Other Car Coverage
- Hired and Non-owned Automobile Liability
- Hired or Borrowed Car Physical Damage Coverage

**WORKERS' COMPENSATION COVERAGES**

- Workers' Compensation – Statutory
- U. S. Longshoremen's & Harbor Workers' Coverage
- Jones Act Coverage

**UMBRELLA LIABILITY COVERAGES**

- Umbrella Liability coverage over primary coverages (General Liability, Automobile, Employers' Liability, etc.)
- Terrorism Coverage

**FOREIGN COVERAGES**

- Property, Liability, Automobile, Umbrella, etc.
- Terrorism Coverage

**OTHER RECOMMENDATIONS**

- Disaster Planning and Recovery
- Identity Theft

[1] "Privacy and Data Exposures of Small and Mid-sized Companies" – Advisen, December 2012
"Internet Security Threat Report – 2014" – Symantec, April 2014
"2013 Data Breach Investigations Report" – Verizon, April 2013

**BOND RECOMMENDATIONS**

***Contract***

Performance, Payment, Maintenance Subcontractors, General Contractors, Special Trades

***Court***

Appeal, Medical Malpractice Cost Bonds, TRO, Injunction, Sequestration, Supersedeas

***Fidelity***

Employee Dishonesty, Third Party Administrator, Forgery, Property Management, Public Official Blanket

***Financial Institution***

Employee Dishonesty, Burglary, Robbery, Extortion, Kidnap, Ransom, Combination Safe Depository, Trust Department E&O

***License & Permit***

Currency Exchange, Check Cashing, Franchise, Plumbers, Concrete, Landscape, Electricians, Liquor, Tax Conduct Surety, Motor Vehicle Dealers

***Probate***

Trustees, Administration, Executors, Guardians, Conservator

***Public Official***

Notary Public, Public Weigher, Tax Assessor Collector, Licensed Deputy

***Surety***

Miscellaneous, Utility, Travel Agents, Financial Guarantee, ESOP, LLP, Healthcare Providers, Lost Instrument

**PERSONAL LINES INSURANCE RECOMMENDATIONS**

***Automobile Coverages***
Liability/Physical Damage

***Property***
- HO Form
- Dwelling
- Builders' Risk Policies
- Endorsements

***Flood/Earthquake***
Buildings/Contents

***Umbrella Liability Coverages***
Increased Limits of Liability Available

***Farm & Ranch***
- Dwelling
- Scheduled Property
- Common Endorsements
- FRO Endorsements

***Watercraft/Recreational Vehicles***
Liability/Physical Damage

***Personal Articles Floater***
- Jewelry
- Furs
- Fine Art, etc.

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 10/08/2019

Line Item Transfer for Elections Department

**Submitted For:** Chris Davis **Submitted By:** Jenifer Favreau, Elections

**Department:** Elections

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

### Background

Transferring funds in Elections Discretionary Fund to cover the cost of purchasing additional quantity of mobile carts so as to supply each vote center location with said cart to enable curbside voting with new voting system.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0376.0376.004100 | Professional Services | $20,000.00 |
| To | 0376.0376.003006 | Office Equipment | $20,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 06:34 PM |
| Budget Office | Ashlie Koenig | 10/03/2019 07:45 AM |
| Form Started By: Jenifer Favreau | | Started On: 10/02/2019 04:29 PM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 10/08/2019

Williamsom County Donation 10.08.19

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

**Department:** County Auditor

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss and take appropriate action on accepting a donation to Williamson County from Leander VFW Post #10427.

### Background

Leander VFW Post # 10427 donated $400.00 towards the cost of the funeral services the County paid to Beck Funeral Home for the deceased, Mark L. Walker, who passed away in J.P., Pct. 2 of Williamson County, TX. The Commissioners Court approved on September 17th, 2019, agenda item #29.

## 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 | 10/02/2019 02:19 PM |
| Form Started By: Melanie Denny | | Started On: 10/01/2019 02:10 PM |
| Final Approval Date: 10/02/2019 | | |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 10/08/2019

Compensation Items

**Submitted By:** Sharon Graham, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

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

**Attachments**

Merit Report

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:30 AM |
| Form Started By: Sharon Graham | | Started On: 10/03/2019 08:28 AM |
| Final Approval Date: 10/03/2019 | | |

| Department | Position | Emp Num | Current Annual Salary | Annual Merit Amt | Merit % | New Annual Salary | One Time Lump sum Merit | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|---|
| MOT Grant | Lead Crisis Paramedic Grant.1710.001100. | 12217 | $62,845.33 | $4,399.18 | 7.00 | $67,244.51 | | MERIT | 4-Oct-19 |
| MOT Grant | Comm Crisis Paramedic Grant.1639.001100. | 5002 | $66,712.30 | $3,335.61 | 5.00 | $70,047.91 | | MERIT | 4-Oct-19 |
| HUD CDBG | Comm Dev Administrator.0939.001100. | 10291 | $85,186.14 | $0.00 | 3.00 | n/a | $2,555.50 | MERIT | 4-Oct-19 |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 10/08/2019

Justice of the Peace 3 SEPTEMBER 2019 Monthly Report

**Submitted For:** Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

**Department:** J.P. Pct. #3

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, September 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

**Background**

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**Fiscal Impact**

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

**Attachments**

September 2019 CCP 103

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:53 AM |
| Form Started By: Mary Alcala | | Started On: 10/03/2019 10:34 AM |
| Final Approval Date: 10/03/2019 | | |

**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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of September, 2019.**

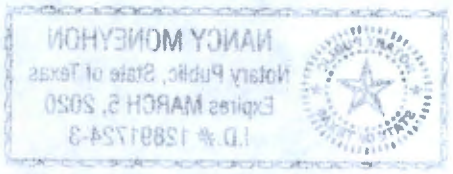
JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

**EVELYN McLEAN**
**JUSTICE OF THE PEACE**
**PRECINCT THREE**

**On this 2 day of October 2019, to certify which witness my hand and seal of office.**

**NOTARY PUBLIC**
**in and for the State of Texas**

NOTARY PUBLIC STATE OF TEXAS
NANCY MONEYHON
Notary Public, State of Texas
Expires MARCH 5, 2020
I.D.# 12891724-3


NANCY MONEYHON
Notary Public, State of Texas
Expires MARCH 5, 2020
I.D.# 128917Z4-3

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 3,350.75 |
| 01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3 | 6,060.00 |
| 01-0399-0000-208354 - Judicial/Court Train Fee Due to State | L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State | 645.00 |
| | **0100 - General Fund Total:** | **10,055.75** |
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208022 - Justice Courts Civil Electronic Filing | L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee | 1,290.00 |
| 01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN | L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent | 774.00 |
| | **0399 - State Agency Fund Total:** | **2,064.00** |
| | **Fee Totals for All Funds:** | **12,119.75** |

# Payment Report - Fee Code Summary



Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| Fee Code Summary | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AB | Abstract | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| CCOP | Civil Copies | 12.50 | 2 | 0.00 | 0 | 0.00 | 0 | 12.50 | 2 |
| CERT | Certified Copy | 21.25 | 5 | 0.00 | 0 | 0.00 | 0 | 21.25 | 5 |
| CONT3 | Constable Service Fee Pct #3 | 4,410.00 | 50 | 0.00 | 0 | 0.00 | 0 | 4,410.00 | 50 |
| EFF | Electronic Filing Fee | 1,290.00 | 129 | 0.00 | 0 | 0.00 | 0 | 1,290.00 | 129 |
| ISF | Indigent Legal Services Fee | 774.00 | 129 | 0.00 | 0 | 0.00 | 0 | 774.00 | 129 |
| JCF | Civil Filing Fee | 3,025.00 | 121 | 0.00 | 0 | 0.00 | 0 | 3,025.00 | 121 |
| JCTF | Judicial/Court Training Fee Due to State | 645.00 | 129 | 0.00 | 0 | 0.00 | 0 | 645.00 | 129 |
| JURY | Jury Fee | 22.00 | 1 | 0.00 | 0 | 0.00 | 0 | 22.00 | 1 |
| SCFF | Small Claims Filing Fee | 175.00 | 7 | 0.00 | 0 | 0.00 | 0 | 175.00 | 7 |
| WEXEC | Writ of Execution | 10.00 | 2 | 0.00 | 0 | 0.00 | 0 | 10.00 | 2 |
| WGAR | Writ of Garnishment | 15.00 | 3 | 0.00 | 0 | 0.00 | 0 | 15.00 | 3 |
| WPOSS | Writ of Possession | 40.00 | 8 | 0.00 | 0 | 0.00 | 0 | 40.00 | 8 |
| WREEN | Writ of Re-entry | 25.00 | 1 | 0.00 | 0 | 0.00 | 0 | 25.00 | 1 |
| WSF3 | JP3 - Writ Service Fee | 1,650.00 | 11 | 0.00 | 0 | 0.00 | 0 | 1,650.00 | 11 |

# Payment Report - Fee Code Summary



Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 12,119.75 | 599 | 0.00 | 0 | 0.00 | 0 | 12,119.75 | 599 |

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-207013 - Due to City of Jarrell | L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell | 5.00 |
| 01-0100-0000-207017 - Collections Agency Fee | L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee | 6,179.64 |
| 01-0100-0000-207029 - Florence PD Arrest Fees | L-004-3-01-0100-0000-207029: 01-0100-0000-207029 - Florence PD Arrest Fees | 2.77 |
| 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | 5,719.65 |
| 01-0100-0000-341200 - Sheriff Fees (WILCO) | L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO) | 1,928.81 |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 8,111.73 |
| 01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1 | L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1 | 50.00 |
| 01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2 | L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2 | 50.80 |
| 01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3 | 2,124.26 |
| 01-0100-0000-351303 - FINES, JP PCT-3 | L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3 | 86,017.15 |
| 01-0100-0000-370500 - Miscellaneous Revenue | L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue | 2.00 |
| 01-0100-0453-004002 - JP3 Juror Payments | L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments | 42.13 |
| | **0100 - General Fund Total:** | **110,233.94** |
| **0360 - Courthouse Security Fund** | | |
| 01-0360-0000-341150 - COURTHOUSE SECURITY FEES | L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees | 2,819.39 |
| | **0360 - Courthouse Security Fund Total:** | **2,819.39** |
| **0361 - JP Security Fund** | | |
| 01-0361-0000-341153 - JP 3 SECURITY FEES | L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES | 939.78 |
| | **0361 - JP Security Fund Total:** | **939.78** |
| **0367 - JP-3 Truancy Program Fund** | | |
| 01-0367-0000-370000 - JP-3 Truancy Program Fees | L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee | 4,696.82 |
| | **0367 - JP-3 Truancy Program Fund Total:** | **4,696.82** |
| **0372 - Justice Court Technology Fund** | | |
| 01-0372-0000-341143 - JP 3 TECHNOLOGY FEES | L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES | 3,759.13 |
| | **0372 - Justice Court Technology Fund Total:** | **3,759.13** |

# Payment Report - G/L and Fund Summary



Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | 1,790.40 |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs | 36,048.06 |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE | L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee | 3,604.66 |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE | L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund | 5,406.24 |
| 01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE | L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees | 3,033.59 |
| 01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST | L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State | 65.61 |
| 01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE | L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee | 19,277.08 |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST | L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee | 1,801.78 |
| 01-0399-0000-208720 - SEATBELT FINES | L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines | 330.80 |
| 01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear | 2,601.39 |
| 01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO | L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines | 536.50 |
| 01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE | L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment | 1,663.77 |
| | **0399 - State Agency Fund Total:** | **76,159.88** |
| **JP BOND** | | |
| 01-0100-0000-207020 - JP3 Bond Liability Account | L-004-3-02-00002: JP3 Registry Bond Account Liability | 1,000.00 |
| | **JP BOND Total:** | **1,000.00** |
| | **Fee Totals for All Funds:** | **199,608.94** |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AFCA3 | Arrest/Service Fee - Const. Pct. 3 | 7.77 | 2 | 0.00 | 0 | 0.00 | 0 | 7.77 | 2 |
| AFDPS | Arrest Fee - DPS (CCP 102.011) | 2,682.07 | 632 | 0.00 | 0 | 0.00 | 0 | 2,682.07 | 632 |
| AFFPD | Arrest Fee - Florence Police Department (CCP 102.011) | 2.77 | 1 | 0.00 | 0 | 0.00 | 0 | 2.77 | 1 |
| AFJP | Arrest Fee - Jarrell Police Department (CCP 102.011) | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| AFPW | Arrest Fee - Texas P&W (CCP 102.011) | 274.39 | 57 | 0.00 | 0 | 0.00 | 0 | 274.39 | 57 |
| AFSO | Arrest Fee - Sheriff's Office (CCP 102.011) | 1,720.62 | 397 | 0.00 | 0 | 0.00 | 0 | 1,720.62 | 397 |
| CB | Cash Bond | 1,000.00 | 2 | 0.00 | 0 | 0.00 | 0 | 1,000.00 | 2 |
| CCC | Consolidated Court Costs [Loc. Gov't Code, 133.102] | 36,048.06 | 1,063 | 0.00 | 0 | 0.00 | 0 | 36,048.06 | 1,063 |
| CFINE | County Fine | 86,017.15 | 864 | 0.00 | 0 | 0.00 | 0 | 86,017.15 | 864 |
| CHS | Courthouse Security Fee (CCP 102.017) | 2,819.39 | 1,095 | 0.00 | 0 | 0.00 | 0 | 2,819.39 | 1,095 |
| CHSJC | JP Security Fee (CCP 102.017) | 939.78 | 1,093 | 0.00 | 0 | 0.00 | 0 | 939.78 | 1,093 |
| CJS | Criminal Judicial Support Fee (LGC 103.105) | 0.23 | 3 | 0.00 | 0 | 0.00 | 0 | 0.23 | 3 |
| COLLFEE | Collection Agency Fee | 6,179.64 | 128 | 0.00 | 0 | 0.00 | 0 | 6,179.64 | 128 |
| COPIES | Certified Copies | 2.50 | 1 | 0.00 | 0 | 0.00 | 0 | 2.50 | 1 |
| DDF | Deferred Disposition Fee | 3,820.50 | 49 | 0.00 | 0 | 0.00 | 0 | 3,820.50 | 49 |
| DIS | Dismissal Fee | 650.00 | 66 | 0.00 | 0 | 0.00 | 0 | 650.00 | 66 |
| DSC | Driver's Safety Course Fee (CCP 45.0511(f)) | 1,815.13 | 187 | 0.00 | 0 | 0.00 | 0 | 1,815.13 | 187 |
| FNTC1 | Child Safety Seat Fine Trauma Center | 330.80 | 6 | 0.00 | 0 | 0.00 | 0 | 330.80 | 6 |
| IDF | Indigent Defense Fee (LGC 133.107) | 1,801.78 | 1,052 | 0.00 | 0 | 0.00 | 0 | 1,801.78 | 1,052 |
| JCTF | Justice Court Technology Fee (CCP 102.0173) | 3,759.13 | 1,095 | 0.00 | 0 | 0.00 | 0 | 3,759.13 | 1,095 |
| JF | Jury Fee | 0.45 | 2 | 0.00 | 0 | 0.00 | 0 | 0.45 | 2 |
| JFR | Jury Reimbursement Fee (CCP 102.0045) | 3,604.66 | 1,054 | 0.00 | 0 | 0.00 | 0 | 3,604.66 | 1,054 |
| JFTA | Jury Failure To Appear | 42.13 | 2 | 0.00 | 0 | 0.00 | 0 | 42.13 | 2 |
| JS | Jury Summons Fee | 0.78 | 2 | 0.00 | 0 | 0.00 | 0 | 0.78 | 2 |
| JTP | Juvenile Truancy Program (CCP 102.0174) | 4,696.82 | 1,090 | 0.00 | 0 | 0.00 | 0 | 4,696.82 | 1,090 |
| JTPDC | Juvenile Truancy Prev/Diversion Due to County (CCP 102.015) | 895.20 | 1,039 | 0.00 | 0 | 0.00 | 0 | 895.20 | 1,039 |
| JTPDS | Juvenile Truancy Prev/Diversion Due to State (CCP 102.015) | 895.20 | 1,039 | 0.00 | 0 | 0.00 | 0 | 895.20 | 1,039 |
| JUSFC | Judicial Support Fund - County (LGC 133.105) | 540.30 | 1,049 | 0.00 | 0 | 0.00 | 0 | 540.30 | 1,049 |
| JUSFS | Judicial Support Fund - State (LGC 133.105) | 4,865.71 | 1,054 | 0.00 | 0 | 0.00 | 0 | 4,865.71 | 1,054 |

# Payment Report - Fee Code Summary



Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| Fee Code Summary | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| LT10 | Overpayments < $10 | 2.00 | 1 | 0.00 | 0 | 0.00 | 0 | 2.00 | 1 |
| MVF | Moving Violation Fee (CCP 102.022) | 65.61 | 755 | 0.00 | 0 | 0.00 | 0 | 65.61 | 755 |
| OMNI | OMNI Fee | 520.26 | 112 | 0.00 | 0 | 0.00 | 0 | 520.26 | 112 |
| OMNIC | OMNI Fee - County | 346.88 | 112 | 0.00 | 0 | 0.00 | 0 | 346.88 | 112 |
| OMNIS | OMNI Fee - State | 1,734.25 | 112 | 0.00 | 0 | 0.00 | 0 | 1,734.25 | 112 |
| SFC2 | Service/Arrest Fee - Const. 2 | 0.80 | 1 | 0.00 | 0 | 0.00 | 0 | 0.80 | 1 |
| SFC3 | Service/Arrest Fee - Const. 3 | 10.78 | 4 | 0.00 | 0 | 0.00 | 0 | 10.78 | 4 |
| SFMCWV | State Fine - Motor Carrier Weight Violation | 536.50 | 7 | 0.00 | 0 | 0.00 | 0 | 536.50 | 7 |
| SFOC | Service Fee - Out of County | 3.06 | 2 | 0.00 | 0 | 0.00 | 0 | 3.06 | 2 |
| STF | State Traffic Fee (TC 542.4031) | 19,277.08 | 692 | 0.00 | 0 | 0.00 | 0 | 19,277.08 | 692 |
| TP | Time Payment Fee | 1.32 | 1 | 0.00 | 0 | 0.00 | 0 | 1.32 | 1 |
| TPC | Time Payment Fee - County | 427.42 | 80 | 0.00 | 0 | 0.00 | 0 | 427.42 | 80 |
| TPS | Time Payment Fee - State | 1,235.03 | 196 | 0.00 | 0 | 0.00 | 0 | 1,235.03 | 196 |
| TPWF | Texas P&W Fine | 5,719.65 | 50 | 0.00 | 0 | 0.00 | 0 | 5,719.65 | 50 |
| UFA | Uniform Traffic Act (TC 542.403) | 1,820.09 | 690 | 0.00 | 0 | 0.00 | 0 | 1,820.09 | 690 |
| WARC1 | Warrant Fee - Constable Pct. 1 | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| WARC2 | Warrant Fee - Constable Pct. 2 | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| WARC3 | Warrant Fee - Constable Pct. 3 | 2,104.93 | 68 | 0.00 | 0 | 0.00 | 0 | 2,104.93 | 68 |
| WCSO | Williamson County Sheriff | 208.19 | 13 | 0.00 | 0 | 0.00 | 0 | 208.19 | 13 |
| WFDPS | Warrant Fee - DPS | 77.13 | 4 | 0.00 | 0 | 0.00 | 0 | 77.13 | 4 |

# Payment Report - Fee Code Summary



Transaction Date: **09/01/2019 - 09/30/2019** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 199,608.94 | 17,027 | 0.00 | 0 | 0.00 | 0 | 199,608.94 | 17,027 |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 10/08/2019

Justice of the Peace 4 August 2019 Monthly Report

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

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

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

**Attachments**

JP4 EOM AUG 2019

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:09 AM |
| Form Started By: Veronica Bolander | | Started On: 10/03/2019 09:06 AM |
| Final Approval Date: 10/03/2019 | | |

**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 August 2019.**

S Hackenberg

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

**STACY HACKENBERG**
**JUSTICE OF THE PEACE**
**PRECINCT FOUR**

**On this 30th day of September 2019, to certify which witness my hand and seal of office.**

Veronica Bolander

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 08/01/2019-08/31/2019**

**Date Printed:** 9/30/2019
**Time Printed:** 9:26:42AM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ABSTRACT | ABSTRACT OF JUDGMENT | 3 | 15.00 | 15.00 | 0.00 | 10.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| COPIES | COPIES | 2 | 13.75 | 13.75 | 9.25 | 0.00 | 0.00 | 0.00 | 4.50 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| COUNTER | COUNTER-CLAIM FILING FEI | 1 | 25.00 | 25.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| EVICTION | EVICTION FILING FEE | 107 | 2,150.00 | 2,150.00 | 150.00 | 900.00 | 0.00 | 0.00 | 1,100.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| INDIGENT | CIVIL INDIGENT FEE | 235 | 1,248.00 | 1,248.00 | 42.00 | 930.00 | 0.00 | 0.00 | 276.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208822 |
| SERVE 4 | CONSTABLE PRECINCT 4 SER | 146 | 8,400.00 | 8,400.00 | 560.00 | 3,430.00 | 0.00 | 0.00 | 4,410.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 5 | 75.00 | 75.00 | 25.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT EXEC | WRIT OF EXECUTION | 1 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT POSS | WRIT OF POSSESSION | 26 | 130.00 | 130.00 | 20.00 | 40.00 | 0.00 | 0.00 | 70.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WSERVE 4 | CONSTABLE PRECINCT 4 - W | 27 | 4,050.00 | 4,050.00 | 600.00 | 1,200.00 | 0.00 | 0.00 | 2,250.00 | 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 | 2 | 4.00 | 4.00 | 2.00 | 0.00 | 0.00 | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DEBTCLAIM | DEBTCLAIM | 120 | 2,900.00 | 2,900.00 | 0.00 | 2,900.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| EF | E-FILING STATE FEE | 235 | 2,080.00 | 2,080.00 | 70.00 | 1,550.00 | 0.00 | 0.00 | 460.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20802 |
| JCPTF | JUDICIAL COURT PERSOI | 235 | 1,040.00 | 1,040.00 | 35.00 | 775.00 | 0.00 | 0.00 | 230.00 | 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 |
| WRIT GARN | WRIT OF GARNISHMENT | 8 | 40.00 | 40.00 | 0.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |

| TOTALS SUMMARY | 1155 | 22,225.75 | 22,225.75 | 1,513.25 | 11,850.00 | 0.00 | 0.00 | 8,862.50 | $0.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | | |
| **Cash** | $1,513.25 | | | **CSR Credit** | $0.00 | **Post for Refund** | $0.00 |
| **Checks** | $11,850.00 | | | **Jail Credit** | $0.00 | **Over Payments** | $0.00 |
| **Money Orders** | $0.00 | | | | | | |
| **Credit Cards :** | $8,862.50 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** | $0.00 |

| TOTAL CURRENCY | $22,225.75 | 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 08/01/2019-08/31/2019**

**Date Printed:** 9/30/2019
**Time Printed:** 9:26:42AM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-341804 | | 1,271.25 | 1,186.50 | 0.00 | 0.00 | 0.00 | 2,457.75 |
| 0100-0000-341904 | | 5,790.00 | 6,660.00 | 0.00 | 0.00 | 0.00 | 12,450.00 |
| 0100.0000.341804 | | 2,900.00 | 50.00 | 0.00 | 0.00 | 0.00 | 2,950.00 |
| 0399-0000-208822 | | 972.00 | 276.00 | 0.00 | 0.00 | 0.00 | 1,248.00 |
| 01-0399-0000-208022 | E-FILING STATE FEE FOR CIVIL | 1,620.00 | 460.00 | 0.00 | 0.00 | 0.00 | 2,080.00 |
| 01-0399-0000-208354 | JUDICIAL COURT PERSONNEL TRAI | 810.00 | 230.00 | 0.00 | 0.00 | 0.00 | 1,040.00 |
| **TOTALS :** | | 13,363.25 | 8,862.50 | 0.00 | 0.00 | 0.00 | 22,225.75 |

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 08/01/2019-08/31/2019**

**Date Printed:** 9/30/2019
**Time Printed:** 9:20:51AM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFCAF | COUNTY ARREST FEE | 63 | 146.89 | 118.19 | 11.37 | 0.00 | 30.21 | 0.00 | 76.61 | 21.15 | 5.00 | 2.55 | 0100-0000-341804 |
| AFDPS | DPS ARREST FEE | 78 | 272.40 | 240.30 | 29.68 | 5.00 | 24.66 | 0.00 | 180.96 | 30.00 | 0.00 | 2.10 | 0399-0000-208400 |
| AFPWA | PARKS & WILDLIFE ARREST | 3 | 8.76 | 8.76 | 5.41 | 0.00 | 0.00 | 0.00 | 3.35 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| CAF | COUNTY ARREST FEE | 15 | 71.95 | 66.95 | 29.35 | 0.00 | 10.00 | 0.00 | 27.60 | 5.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CS | CHILD SAFETY | 3 | 27.63 | 20.84 | 20.00 | 0.00 | 0.00 | 0.00 | 0.84 | 6.79 | 0.00 | 0.00 | 0100-0000-341804 |
| CVC | CRIME VICTIMS FUND | 2 | 30.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208300 |
| DIS | DISMISSAL FEE | 7 | 50.00 | 50.00 | 10.00 | 0.00 | 10.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DLQ | DELINQUENT COLLECTIONS | 30 | 1,078.79 | 1,078.79 | 159.15 | 0.00 | 36.27 | 0.00 | 883.37 | 0.00 | 0.00 | 0.00 | 01.0100.0000.20701 |
| DSC | DEFENSIVE DRIVING | 32 | 227.70 | 227.70 | 15.05 | 0.00 | 79.20 | 0.00 | 133.45 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FINE | FINE | 280 | 24,097.67 | 15,006.97 | 3,020.50 | 0.00 | 925.30 | 0.00 | 11,061.17 | 7,689.80 | 200.00 | 1,200.90 | 0100-0000-351304 |
| JCPT | JUDICIAL COURT PERSONNE | 2 | 4.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208500 |
| PWF | PARKS AND WILDLIFE FINE | 10 | 449.50 | 449.50 | 212.50 | 0.00 | 30.00 | 0.00 | 207.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209600 |
| TFC | TRAFFIC | 98 | 176.06 | 159.11 | 21.03 | 0.00 | 34.66 | 0.00 | 103.42 | 9.69 | 3.00 | 4.26 | 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 | 4 | 17.60 | 17.60 | 2.60 | 0.00 | 0.00 | 0.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| AFGPD | GRANGER POLICE DEPAF | 3 | 4.75 | 4.75 | 0.00 | 0.00 | 0.00 | 0.00 | 4.75 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFHPD | HUTTO POLICE DEPARTM | 4 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | 0100-0000-341804 |
| C1W. | CONSTABLE 1 WARRANT | 3 | 150.00 | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341911 |
| C3W. | CONSTABLE 3 WARRANT | 5 | 153.49 | 103.49 | 0.00 | 0.00 | 0.00 | 0.00 | 103.49 | 50.00 | 0.00 | 0.00 | 0100-0000-341913 |
| C4W. | CONSTABLE 4 WARRANT | 64 | 987.82 | 836.04 | 142.44 | 0.00 | 31.10 | 0.00 | 662.50 | 151.78 | 0.00 | 0.00 | 0100-0000-341914 |
| CCC | CONSOLIDATED COURT ( | 187 | 4,554.52 | 3,853.91 | 666.60 | 40.00 | 518.34 | 0.00 | 2,628.97 | 542.95 | 40.00 | 117.66 | 0399-0000-208160 |
| CHS | COURTHOUSE SECURITY | 187 | 345.25 | 292.75 | 50.05 | 3.00 | 38.92 | 0.00 | 200.78 | 40.71 | 3.00 | 8.79 | 0360-0000-341150 |
| CHS2A | COURTHOUSE SECURITY | 183 | 112.10 | 95.11 | 16.68 | 1.00 | 12.97 | 0.00 | 64.46 | 13.57 | 1.00 | 2.42 | 0361-0000-341154 |
| CMI | CORRECTIONAL MANAG | 2 | 1.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208730 |
| COM | COMMITMENT | 10 | 32.08 | 5.38 | 0.00 | 0.00 | 1.56 | 0.00 | 3.82 | 26.70 | 0.00 | 0.00 | 0100-0000-341804 |
| CWF | WILLIAMSON COUNTY W | 11 | 463.90 | 138.42 | 0.00 | 0.00 | 0.00 | 0.00 | 138.42 | 250.00 | 0.00 | 75.48 | 0100-0000-341804 |
| FA | FUGITIVE APPREHENSIO | 2 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208170 |
| GPD | GRANGER POLICE DEPAF | 1 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| HISDPD | HUTTO ISD POLICE DEPT | 1 | 0.84 | 0.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.84 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| HWF | HUTTO POLICE DEPARTM | 1 | 13.11 | 13.11 | 0.00 | 0.00 | 0.00 | 0.00 | 13.11 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| IDF | INDIGENT DEFENSE FEE | 183 | 224.15 | 190.17 | 33.36 | 2.00 | 25.95 | 0.00 | 128.86 | 27.14 | 2.00 | 4.84 | 0399.0000.208703 |
| JCD | JUVENILE CRIME & DELI | 2 | 1.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208180 |
| JCM | JUVENILE CASE MANAGI | 178 | 542.91 | 457.96 | 83.41 | 5.00 | 64.87 | 0.00 | 304.68 | 67.85 | 5.00 | 12.10 | 0103690000370000 |
| JCTF | JUSTICE COURT TECHNO | 187 | 460.28 | 390.28 | 66.73 | 4.00 | 51.90 | 0.00 | 267.65 | 54.28 | 4.00 | 11.72 | 0372-0000-341144 |
| JRF | STATE JURY REIMBURSEI | 183 | 448.28 | 380.32 | 66.73 | 4.00 | 51.90 | 0.00 | 257.69 | 54.28 | 4.00 | 9.68 | 0399-0000-208235 |
| JSF | JUDICIAL SUPPORT FEE | 183 | 672.44 | 570.51 | 100.10 | 6.00 | 77.85 | 0.00 | 386.56 | 81.41 | 6.00 | 14.52 | 0399-0000-208352 |
| JURPAY | JUROR PAYMENT | 1 | 48.65 | 48.65 | 0.00 | 0.00 | 0.00 | 0.00 | 48.65 | 0.00 | 0.00 | 0.00 | 0100-0454-004002 |
| MV | STATE CIVIL JUSTICE DA' | 107 | 6.66 | 6.10 | 1.02 | 0.10 | 1.18 | 0.00 | 3.80 | 0.32 | 0.10 | 0.14 | 0399-0000-208415 |
| OGW | OVER GROSS WEIGHT | 2 | 350.00 | 350.00 | 0.00 | 0.00 | 0.00 | 0.00 | 350.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208850 |
| OVER | OVER PAYMENT OF FINE | 1 | 0.15 | 0.15 | 0.00 | 0.00 | 0.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209700 |
| REL | RELEASE | 10 | 32.08 | 5.38 | 0.00 | 0.00 | 1.56 | 0.00 | 3.82 | 26.70 | 0.00 | 0.00 | 0100-0000-341804 |
| RRWF | ROUND ROCK POLICE DE | 3 | 119.00 | 69.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69.00 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| SPF | SPECIAL PROCESSING FE | 5 | 340.00 | 340.00 | 0.00 | 50.00 | 0.00 | 0.00 | 290.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| STF | STATE TRAFFIC FEE | 98 | 1,760.36 | 1,590.86 | 210.29 | 0.00 | 346.59 | 0.00 | 1,033.98 | 96.90 | 30.00 | 42.60 | 0399-0000-208425 |
| SUB | SUBPOENA FEE | 5 | 1.78 | 1.78 | 0.00 | 0.00 | 0.00 | 0.00 | 1.78 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| SUM | SUMMONS FEE | 16 | 33.56 | 26.76 | 9.90 | 0.00 | 5.00 | 0.00 | 11.86 | 6.80 | 0.00 | 0.00 | 0100-0000-341914 |
| THWF | THRALL POLICE DEPART | 1 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| TP | TIME PAYMENT | 41 | 442.37 | 267.63 | 10.79 | 0.00 | 26.33 | 0.00 | 230.51 | 139.24 | 25.00 | 10.50 | 0399-0000-208860 |
| TP-CO | TIME PAYMENT COUNTY | 29 | 41.56 | 41.56 | 9.80 | 0.00 | 6.16 | 0.00 | 25.60 | 0.00 | 0.00 | 0.00 | 01-0100-000-342860 |
| TPDF | TRUANCY PREVENTION / | 173 | 215.75 | 181.77 | 33.36 | 2.00 | 25.95 | 0.00 | 120.46 | 27.14 | 2.00 | 4.84 | 01-0399-0000-20803 |
| TP-ST | TIME PAYMENT STATE | 29 | 207.69 | 207.69 | 49.00 | 0.00 | 30.77 | 0.00 | 127.92 | 0.00 | 0.00 | 0.00 | 0399-0000-208860 |
| TWF | TAYLOR POLICE DEPART | 3 | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 0.00 | 0.00 | 0100-0000-341804 |

Detailed report has been sent to Auditor's Office.

| TOTALS SUMMARY | 2731 | 38,116.38 | 28,116.08 | 5,086.90 | 122.10 | 2,499.35 | 0.00 | 20,407.73 | $9,670.20 | 330.10 | 1,535.10 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | |
| **Cash** | $5,086.90 | | | **CSR Credit** | $330.10 | **Post for Refund** $0.00 |
| **Checks** | $122.10 | | | **Jail Credit** | $9,670.20 | |
| **Money Orders** | $2,499.35 | | | | | **Over Payments** $0.00 |
| **Credit Cards :** | $20,407.73 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** $1,535.10 |
| **TOTAL CURRENCY** | $28,116.08 | **ESCROW PAID** | $0.00 | **TRAN. FEES** | $0.00 | **TOTAL** $11,535.40 **TOTAL PAID** $0.00 |

Detailed report has been sent to Auditor's Office.

CRIMINAL

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 08/01/2019-08/31/2019**

**Date Printed:** 9/30/2019
**Time Printed:** 9:20:51AM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-209600 | | 242.50 | 207.00 | 0.00 | 0.00 | 0.00 | 449.50 |
| 0100-0000-209700 | | 0.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.15 |
| 0100-0000-341804 | | 323.99 | 900.68 | 696.32 | 0.00 | 0.00 | 1,920.99 |
| 0100-0000-341904 | | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 10.00 |
| 0100-0000-341911 | | 0.00 | 150.00 | 0.00 | 0.00 | 0.00 | 150.00 |
| 0100-0000-341913 | | 0.00 | 103.49 | 50.00 | 0.00 | 0.00 | 153.49 |
| 0100-0000-341914 | | 191.04 | 681.14 | 158.58 | 0.00 | 0.00 | 1,030.76 |
| 0100-0000-351304 | | 3,945.80 | 11,061.17 | 9,090.70 | 0.00 | 0.00 | 24,097.67 |
| 0360-0000-341150 | | 91.97 | 200.78 | 52.50 | 0.00 | 0.00 | 345.25 |
| 0361-0000-341154 | | 30.65 | 64.46 | 16.99 | 0.00 | 0.00 | 112.10 |
| 0372-0000-341144 | | 122.63 | 267.65 | 70.00 | 0.00 | 0.00 | 460.28 |
| 0399-0000-208160 | | 1,224.94 | 2,628.97 | 700.61 | 0.00 | 0.00 | 4,554.52 |
| 0399-0000-208170 | | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 10.00 |
| 0399-0000-208180 | | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| 0399-0000-208235 | | 122.63 | 257.69 | 67.96 | 0.00 | 0.00 | 448.28 |
| 0399-0000-208300 | | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 0399-0000-208352 | | 183.95 | 386.56 | 101.93 | 0.00 | 0.00 | 672.44 |
| 0399-0000-208400 | | 64.75 | 184.31 | 32.10 | 0.00 | 0.00 | 281.16 |
| 0399-0000-208425 | | 556.88 | 1,033.98 | 169.50 | 0.00 | 0.00 | 1,760.36 |
| 0399-0000-208500 | | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 4.00 |
| 0399-0000-208730 | | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| 0399-0000-208850 | | 0.00 | 350.00 | 0.00 | 0.00 | 0.00 | 350.00 |
| 0399-0000-208860 | | 116.89 | 358.43 | 174.74 | 0.00 | 0.00 | 650.06 |
| 0399.0000.208703 | | 61.31 | 128.86 | 33.98 | 0.00 | 0.00 | 224.15 |
| 0399-0000-208415 | | 2.30 | 3.80 | 0.56 | 0.00 | 0.00 | 6.66 |
| 01.0100.0000.207017 | DLQ FEE | 195.42 | 883.37 | 0.00 | 0.00 | 0.00 | 1,078.79 |
| 0103690000370000 | JUVENILE CASE MANAGER FUND | 153.28 | 304.68 | 84.95 | 0.00 | 0.00 | 542.91 |
| 0100-0454-004002 | JUROR PAYMENT | 0.00 | 48.65 | 0.00 | 0.00 | 0.00 | 48.65 |
| 01-0399-0000-208034 | TRUANCY PREVENTION AND DIVEI | 61.31 | 120.46 | 33.98 | 0.00 | 0.00 | 215.75 |
| 01-0100-000-342860 | TIME PAYMENT COUNTY | 15.96 | 25.60 | 0.00 | 0.00 | 0.00 | 41.56 |
| **TOTALS :** | | 7,708.35 | 20,407.73 | 11,535.40 | 0.00 | 0.00 | 39,651.48 |

Detailed report has been sent to Auditor's Office.

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 10/08/2019

Authorize awarding 1902-296 RFP ePCR

**Submitted For:** Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP 1902-296 ePatient Chart Reporting, to the lowest and best evaluated offer resulting from negotiations to emsCharts, INC and authorizing the execution of the agreement.

**Background**

Williamson County received 4 proposals for web-based Patient Chart Reporting and the RFP was viewed by 59 suppliers. The agreement is an initial 1 (one) year with 4 (four) additional 12 (twelve) month renewals. The evaluation team determined through trials and negotiations that emsCharts, INC be recommended for award. The initial annual cost is $43,152.00 plus one-time fees of $1,712 totaling $44,864.00. Mike Knipstein is the point of Contact and Funding Source- 0100-0540-004210 and is approved for FY2020 budget.

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**Fiscal Impact**

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

**Attachments**

emsCHarts submittal
Best and Final Offer
Signed Agreement
Recommendation Letter 1902-296
redacted ScoreSheet

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 10:43 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:57 AM |
| Form Started By: Johnny Grimaldo | | Started On: 09/26/2019 09:28 AM |
| Final Approval Date: 10/03/2019 | | |

# Williamson County EMS RFP 1908-296

# emsCharts Platform Documentation Solution
# March 7th, 2019

**Submitted To:**

**Williamson County Purchasing Department**
**Attn: Williamson County RFP 1908-296**
**100 Willco Way, Suite P101**
**Georgetown, TX 78626**

**Submitted By:**

**emsCharts, Inc.**
420 Commonwealth Drive, Suite 210
Warrendale, PA 15086
Tel: 412.256.7198
Web: www.emsCharts.com
Email: ghoward@emscharts.com

## A. Transmittal Letter

emsCharts, Inc.
420 Commonwealth Ave, Ste 200
Warrendale PA, 15086
Williamson County EMS RFP 1902-296

A. Transmittal Letter

March 18, 2019

To Whom It May Concern,

Greg Howard, on behalf of emsCharts, Inc., a Pennsylvania corporation, located at 420 Commonwealth Ave, Suite 200, Warrendale, Pennsylvania 15086, respectfully submits this response to the Williamson County, Texas Solicitation 1902-296 for an EMS ePCR.

emsCharts, Inc. proudly represents that it is a wholly owned subsidiary of ZOLL Data Management Products, a Colorado corporation, located at 11802 Ridge Parkway, #400, Broomfield, Colorado 80021.

In addition to our commitment to provide the services required by Williamson County, emsCharts also provides the advantage of mobile access to our web-based data collection applications at the **total lowest cost of ownership.**

This proposal shall be valid for a period of 365 days plus four annual renewals.

emsCharts does not anticipate this proposal to have any effect on air quality for the county.

We thank you in advance for taking the time to review our response and please reach out to me directly with any questions.

Sincerely,

Greg Howard
emsCharts, Inc.
420 Commonwealth Drive, Suite 200
Warrendale, Pennsylvania 15086
412.256.7198 Office
412.600.3553 Cell

emsCharts Federal Employer Identification Number 06-1768320



3/7/1 emsCharts Confidential 2

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## C. Executive Summary

emsCharts has a deep understanding for the needs of the emergency medical community as well as a firm hold on the dynamic and ever-changing world of information systems since 2007. This allows us to have a finger on the pulse of both industries; adapting immediately to changes that occur in either field. For this reason, emsCharts is uniquely qualified to provide top-of-the-line commercial off the shelf technology products for clinicians, by clinicians. emsCharts offers this expertise to Williamson County EMS (WilCo) with a highly flexible Electronic Patient Care Reporting (ePCR) System. emsCharts is offered through a Software-as-a-Service (SaaS) delivery model and is best qualified to meet the requirements as specified in the Request for Proposal (RFP). It is through our customer and business relationships that has helped emsCharts become one of the leading ePCR vendors in the United States. We have grown to over 3,000 customers, creating over 6.6 million ePCRs annually, and exchanging 20 million HIE/HL7 messages annually.

emsCharts is a Software as a Service (SaaS) using state of the art technology and standards to collect, store/report, and export prehospital electronic medical records different destinations. It is through millions of dollar investment that allows our customers to focus on the patient, patient transportation, and quality metrics without having the burden of managing the software. It is this flexible and adaptive infrastructure that has enabled emsCharts to evolve and grow into a robust well-rounded prehospital documentation system for all delivery models. The interfaces and infrastructure that WilCo has presented in the RFP currently exist in emsCharts and are very easy enable for use. For this reason, emsCharts is uniquely qualified to provide top-of-the-line commercial off the shelf technology products for clinicians, by clinicians. emsCharts offers this expertise to WilCo with a highly flexible Electronic Patient Care Reporting (ePCR) System.

As a value add to this approach, emsCharts would like to deploy a top down model that allows the County to customize the application to fit WilCo's needs. This includes the ability to configure the ePCR lists, enforce required fields for reporting, and run analytics on a standardized data set. If desired, additional service lines can be added to the medical direction like first responders, Mobile integrated Healthcare, Special Event (marathons, air shows, concerts, etc.) providing ownership over their configuration while keeping service data separate. All while medical direction, enterprise analytics, validation, and research can be performed at the county level produce empirical evidence-based data to help drive care.

emsCharts is the correct fit for WilCo due to the highly flexible and data driven approach to help quality metrics for compliance, statistical reporting, and quality initiatives to drive patient care.

## D. Proposal Response to Criteria

### Experience and Qualifications

emsCharts staff have significant experience in public safety. Most employees are either EMTs, Paramedics, Dispatchers, or flight paramedics. This field experience is vital to understanding public safety, workflow processes, ePCR design and functionality, and compliance. Below is a listing of key staff involved in the Wilco.

**President / Chief Technology Officer - Peter Goutmann**
Pete is the original architect, developer, and founder of the emsCharts suite of products. Through his IT background, and experience as a trained Paramedic and Firefighter, he recognized the need for an easy-to-use, clinically based, web and field data collection system. He has hands-on experience in supporting the design, development, customization and implementation of emsCharts. He has held positions as a paramedic, dispatcher, and flight medic with over 27 years of experience in urban, rural, and air medical settings.

**Greg Howard – Director of Strategic Sales**
Greg has worked in public safety for nearly 20 years in private, public, municipal, and the air medical industry. His experience includes teaching paramedic courses, being a National Registry evaluator, business development for a large air medical service. As the Director of Strategic Sales, Greg has grown the company from a handful of EMS agencies to over 3,000. These agencies range rural fire departments, county/governmental agencies, multi-state corporations, and high-performance agencies doing 250,000+ EMS calls/year. He's performed project management for state contracts and coordinated high-level implementation processes for systems with large integrations. Greg's brings extensive knowledge of public safety, the paramedic mindset, customer focus, and problem-solving abilities help customers achieve their goals. Greg also lectures about emsCharts at local and national conferences and the annual emsCharts User Conference.

**Jason Bartholomai – Training Manager**
Jason is the Training Manager at emsCharts. Jason has worked in EMS where he began as a volunteer in 1998 and has worked through the ranks remaining an active Pennsylvania Paramedic and NREMT Paramedic status. Jason has worked for private and public services, in hospital settings, amusement parks, and as regional EMS council staff. He has volunteer experience in the fire service serving as treasurer and lieutenant of a community fire department, currently also serving as EMA coordinator for the community and past councilman. Jason has experience in being a National Registry Representative, Evaluator, coordinating state EMS certification examinations, and teaching paramedic and EMT courses. As Training Manager at emsCharts, Jason coordinates customer implementations large and small, ensuring that services are utilizing emsCharts to its fullest capacity.

**Lindsey Kelley – Director of Customer Relationship Management**
Lindsey has been with emsCharts since 2004 where she has established many of the marketing, advertising, public relations, and business proposal procedures. She currently holds the position of Director of Customer Relationship and oversees CRM strategies for customer retention and customer satisfaction. Lindsey has a Master's of English/Professional Writing from Slippery Rock University in Pennsylvania. And she has been a certified EMT since 2005 and has an undergraduate degree in Biology.

**Charles "Chuck" McSweeney – emsCharts Senior Account Manager**

Chuck has been with involved in emergency medical service for over thirty years as an EMT, Paramedic, Flight paramedic, and agency director. Chucks education includes a Master of Science, Public Safety, Saint Joseph's University; Bachelor of Science, EMS Management, MCP Hahnemann University; and Associates of Science, Allied Health Care Management, Camden County College; and Certified Public Manager. Chuck has extensive clinical knowledge base and hands on experience as the Deputy Director at the New Jersey Department of Health and Senior Services Office of Emergency Medical Services give him a robust skill resume. Combining these skill sets along with the knowledge of the emsCharts software platform solution launch customers in a highly successful position for sustainability and growth.

**Danny Nayman - emsCharts Senior Account Manager**

Danny currently holds the position of Senior Account Manager with emsCharts and has been involved in transport medicine for over 15 years. Having worked as a Field Training Officer, and an Advanced Practice Paramedic for North Carolina's second largest EMS system, as well as a Critical Care Paramedic, Critical Care educator, and Quality Assurance / Performance Improvement Officer for a large, specialty-care, multi-hospital system, Danny has progressive leadership experience in both government operated and private sector healthcare organizations. His passion for leveraging information technology solutions to improve the efficiency and effectiveness of operations, as well as the use of data to drive integration of robust continuous quality improvement models to improve patient outcomes and achieve optimal results has driven his education pursuits as well. Danny's education includes a Master of Business Administration with a concentration in Information Technology Management; a Bachelor of Science, Organizational Development; and an Associates of Applied Science, Emergency Medical Science. Danny is still active as a Paramedic in the field and serves on the Board of Directors for the International Association of Flight and Critical Care Paramedics.

**Implementation Strategy**

1) Account Provisioned
    a. Account created with NEMSIS 3 dataset along with BLS, ALS, or critical care template
    b. Training instructions sent to administrators
2) Webinar for Administrators – Train the trainer
    a. Webinar training is geared toward administrators who have the security privileges to make changes in the application. These administrators will train the staff in accordance to company policy and procedures.
        i. Core Trainings - 1A -> 1B -> 2A -> 2B
        ii. Module Training
        iii. Interface Training
3) Service / Command Facility / County Level Configuration
    a. Service configuration and personalization
    b. QA and Data Validation
4) Interface configuration
    a. Mobile/Tablet
    b. EKG import to Web and Cloud
    c. Computer Aided Dispatch (CAD)
    d. Billing
    e. Other
5) Onsite Training

a. Certified emsCharts trainer will be present onsite and review settings, offer suggestions, and assist with setup
b. EMS agency will provide a venue with:
    i. Classroom typesetting conducive to a learning environment
    ii. Projector
    iii. Geared toward administrators or end user

6) Staff / End user Training
    a. Train your staff with your company policy and procedures
    b. Use standardize cases to document different call types
    c. Clinical - Cardiac, Respiratory, Neurological, and Trauma
    d. Outcome – Transport, treat and release, and refusal of service
    e. Start a chart with and without CAD import
    f. Document on Web and Mobile
    g. Use EKG import and troubleshooting
7) Go Live Checklist
    a. Accept any custom software development (where applicable)
    b. Verify test files are accepted by state(s) data repositories
    c. Delete test charts via support ticket prior to going live
    d. Account is marked live charting for data submission and invoicing start

| emsCharts Proposed Three Day Training Schedule | | | | | |
|---|---|---|---|---|---|
| Start | | End | Day 1 | Day 2 | Day 3 |
| 900 | - | 1015 | ePCR Review | Reporting | Data Validation |
| 1030 | - | 1200 | Code Table Setup | Quality Assurance | Open – Q n A |
| 1200 | - | 1300 | Lunch | Lunch | Lunch |
| 1300 | - | 1415 | Code Table Setup | Custom Reporting | Putting it together |
| 1430 | - | 1600 | Mobile and EKG | Open | Putting it together |
| 1600 | - | 1700 | Question and Answer | Q/A and Wrap up | Q/A and Wrap up |

Training Documentation Available:

1) Training documentation is located online in the training section. Documents consists of:
    a. Manuals
    b. Technotes
    c. Presentations
    d. Videos (private YouTube Channel)
    e. User Guides
2) Implementation Checklists
    a. Keep track of your progress (in an active % timeline)
    b. Completion percentage score is available to monitor progress

a. MS Project Implementation Plan

**Customer Relationship Management (CRM)**

emsCharts CRM department's goals to help the current user have the best emsCharts experience possible, reach goals, and communicate customer needs to emsCharts leadership.

The CRM has an exceptional track record for successful implementations a customer retention. The Director of CRM and Senior Account Manager (SAM) are your custom advocate to keep the project on schedule. The steps go as follows:

a. The kick of meeting will identify key stakeholder, milestones, and work required for a successful implementation
b. Detailed steps regarding a successful implementation are outlines in documentation, implementation checklists, Gannt charts, or MS Project
c. Bi-weekly project management meetings are held to facilitate the implementation process
d. Average implementation timeline is 4-6 weeks minus user training

**Wilco Expected Roles and Responsibilities**

Customer involvement in the implementation process is critical for a successfully transition to emsCharts. The more involved the customer the better. Resources involved should include:

- Software Administrators (20 hours total)
  - Configure accounts as desired for setup and compliance
- Technical staff (16 hours total)
  - Connect CAD systems, allow access/download thin client to field devices
- Training Officers (Variable hours)
  - Staff to train the field providers
- Educators/Quality Assurance/Medical Director (8 hours total)
  - Setup Quality Assurance and clinical validations
- Billing (8 hours)
  - Setup of billing requirements and validations
  - Note: Current billing company is already setup with emsCharts

**Ongoing Support**

emsCharts is very proud of the customer retention rate, once customers are fully onboarded, emsCharts exceeds their expectations through communication, product updates, and enhancements to the applications. Customer support is a large part of that success.

Customer Support consists of:

1) Office support - M-F 0800 – 2100 EST
2) Emergency Support - 24/7/365
3) Online ticketing system - Less than 24-hour turnaround time during normal business hours
4) Onsite training opportunities (fee associated)
5) Waypoints are local user group sessions for customers
6) Navigate is the emsCharts national user conference (Spring)

emsCharts, Inc.
420 Commonwealth Ave, Ste 200
Warrendale PA, 15086


| Dep | Req # | Req. Met? | How does emsCharts meet requirement? |
|---|---|---|---|
| CP | 1 | Yes | Current Functionality, to add custom values. All Values are included in custom reporting and data validation |
| CP | 2 | Yes | Look up tables are customizable to hide undesired fields or add new fields. These are all mapped to a corresponding NEMSIS value for reporting |
| CP | 3 | Yes | emsCharts has robust reporting capabilities; data (XML) can be exported for custom solutionss (Tableau, Crystal, etc.) |
| CP | 4 | No | emsCharts does not import entire legacy datasets due to sensitivity of data; some can be imported (paitent, locations, etc.) |
| CP | 5 | Yes | emsCharts Remote downloader will export entire dataset as XML for external |
| CP | 6 | Yes | emsCharts can integrate to hosptial system where interface exists |
| CP | 7 | Yes | Please refer to NEMSIS website for verification |
| CP | 8 | Yes | emsCharts Data Validaiton allow for custom messages to the user for clarification of data desired |
| CP | 9 | Yes | Once hospital data is submitted to the emsCharts follow up page a email with link to the chart is auto-emailed to the authors of the ePCR |
| CP | 10 | Yes | Compliant |
| CP | 11 | Yes | Compliant at the state level and service can create their own validaitons for |
| CP | 12 | Yes | Compliant |
| CP | 13 | Yes | Compliant; EKG monitors, hospital EMR, CAD, GER911, Emergency Reporting, FirePrograms |
| CP | 14 | Yes | Compliant regarding EKG monitors via Client device or Web Services |
| CP | 15 | No | If this is referring to ventilators, infusion pumps, and laboratory devices |
| CP | 16 | Yes | emsCharts has many hospital integrations |
| CP | 17 | Yes | Hospitals can login to their facility to view patient's delivered to their facility; BAA required |
| CP | 18 | Yes | Currently exporting |
| CP | 19 | Yes | Export 90% complete; will be 100% in 30 days from today 2/26/19 |
| CP | 20 | Yes | Compliant |
| CP | 21 | Yes | Compliant |
| CP | 22 | Yes | Compliant; Remote Downloader can auto download XML to be used for |
| CP | 23 | Yes | Compliant; emsCharts data warehouse combines all data sources (CAD, EKG, ePCR, Hospital, and Fire) into one view |
| CP | 24 | Yes | Compliant |
| CP | 25 | Yes | Compliant |
| CP | 26 | Yes | Compliant; through emsCharts Analytics |
| CP | 27 | Yes | Compliant; in emsCharts Custom Reporting UI is SQL based, but easy for novice user to write |
| CP | 28 | Yes | Compliant |
| CP | 29 | Yes | Compliant |
| CP | 30 | Yes | Compliant |
| CP | 31 | Yes | Compliant; ePCR, QA, HIPAA Audit Logs, etc. |
| CP | 32 | Yes | Compliant; emsCharts is a SaaS model |
| CP | 33 | Yes | Compliant; Web validations are automatically applied to Moble; all self-updated for no remote management requirements |
| CP | 34 | Yes | Compliant |
| CP | 35 | Yes | Compliant; Validation Summary page is available to display rules and actions |

| Dep | Req # | Req. Met? | How does emsCharts meet requirement? |
|---|---|---|---|
| CP | 36 | Yes | Compliant |
| CP | 37 | Yes | Compliant; emsCharts special reports are communicaiton solutoins to track chart and non-chart related incidents |
| CP | 38 | Yes | Compliant; emsCharts QA is HIPAA compliant security role driven functionality to automate QA initiatives and purposes |
| CP | 39 | Yes | Compliant; avialabel in standard reporting, custom reporting, and analytics |
| CP | 40 | Yes | Compliant; validations are applied at chart closure to ensure a high degree of compliance at chart closure |
| CP | 41 | Yes | Compliant; Multiple levels can be created. Each level can have their own chart filter or filter grouping specific to that QA level |
| CP | 42 | Yes | Compliant; QA levels have standard, blind, or double-blinded QA |
| CP | 43 | Yes | Compliant; Configuration of values can hide (remove) or add new (mapped to a NEMSIS 3 value) to values on the ePCR |
| CP | 44 | Yes | Compliant |
| CP | 45 | Yes | Compliant; configurable by user profile |
| L | 1 | Yes | Compliant; emsCharts Mobile device management |
| L | 2 | Yes | Compliant |
| L | 3 | Yes | Compliant |
| BC | 1 | Yes | Compliant; Chart summary or in reporting |
| BC | 2 | Yes | Compliant |
| BC | 3 | Yes | Compliant; can make chart "unbillable" |
| BC | 4 | Yes | Compliant |
| BC | 5 | Yes | Compliant; based on the outcome. This can be a default settings |
| BC | 6 | Yes | Compliant |
| BC | 7 | Yes | Compliant; Both are available |
| BC | 8 | Yes | Compliant; by the user or a biller (with security role) after chart is locked |
| BC | 9 | Yes | Compliant |
| BC | 10 | Yes | Compliant; all documentation fields are retained on the ePCR even is the user has left or field has been updated in configuration settings |
| BC | 11 | Yes | Compliant; emsCharts has multiple patients based on outcome. Ex. Medic 1 Transports 2 paitents while Medic 2 gets the refusals (multiple) |
| BC | 12 | Yes | Compliant |
| BC | 13 | Yes | Compliant |
| BC | 14 | Yes | Compliant; procedures are filtered by staffing level |
| BC | 15 | Yes | Compliant |
| BC | 16 | Yes | Compliant; standard functionality |
| BC | 17 | Yes | Compliant |
| BC | 18 | Yes | Compliant; Medical Necessity must be outlined |
| BC | 19 | Yes | Compliant; signatures can also be part of service data validation |
| BC | 20 | Yes | Compliant; emsCharts has an integration with Google to allow user to document closest or fastest routes |
| BC | 21 | Yes | Compliant; values are user, date/time, old value, and new value |
| BC | 22 | Yes | Compliant; Standard reporting and can be performed without vendor support |
| BC | 23 | Yes | Comliant; currently submitting |
| BC | 24 | Yes | Compliant; HIPAA, HITECH, and SOC II compliant (make sure other vendors are SOC II compliant) |

| Dep | Req # | Req. Met? | How does emsCharts meet requirement? |
|---|---|---|---|
| BC | 25 | Yes | Compliant; in Mobile, Tablet, or Web |
| BC | 26 | Yes | Compliant; service forms can be uploaded and displayed as uploaded |
| BC | 27 | Yes | Compliant |
| BC | 28 | Yes | Compliant; current billing vendor currenty received over 50,000 ePCR's from |
| BC | 29 | Yes | Compliant |
| F | 1 | Yes | Compliant; photo, attachments, notes, and sketchpad |
| F | 2 | Yes | Compliant; time stamped vital signs, Events, images, and proprietary file time (.PCO, .ZOL, .HIC) |
| F | 3 | Yes | Compliant |
| F | 4 | Yes | Compliant |
| F | 5 | Yes | Compliant |
| F | 6 | Yes | Compliant; If users enters zip code the city, state, county, country, and census track are filled out; emscahrts also geo-locates by using Google |
| F | 7 | Yes | Compliant; customizable and unlimited |
| F | 8 | Yes | Compliant; 4,000 characters (2 pages of MS Word) for narrative; separate assessment also have text fields for individual findings |
| F | 9 | Yes | Compliant |
| F | 10 | Yes | Compliant |
| F | 11 | Yes | Compliant; saves are made upon page to page navigation |
| F | 12 | Yes | Compliant; via Mobile or Web |
| F | 13 | Yes | Compliant; Cardiac procedure allow for specific documenation around procedures (12-leads in this case) |
| F | 14 | Yes | Compliant; Obviously a cardiac arrest with 12 defibrillations, multiple events, multiple vital signs file size will be larger |
| F | 15 | Yes | Compliant |
| F | 16 | Yes | Compliant |
| F | 17 | Yes | Compliant; Web, Mobile, and Tablet (iOS) UI synchronization |
| F | 18 | Yes | Compliant |
| F | 19 | Yes | Compliant; in emsCharts.com or in emsCharts Analytics |
| F | 20 | Yes | Compliant; procedure related perfomance metrics can be run at the individual, service, or at command facility level |
| F | 21 | No | No current functionality |
| F | 22 | No | In development |
| F | 23 | No | emsCharts doe not employ dictation software; customer do use device tools (Siri) to do voice to text for narratives |
| F | 24 | Yes | Compliant; Dosing based on Dose, Dose+Weight, Infusion rate, Infusion+Weight, or Drips |
| F | 25 | Yes | Compliant; spell check, not medical. Grammer checking is not current |
| F | 26 | Yes | Compliant; difference types of calls have certain fields requrired (by the state |
| F | 27 | Yes | Compliant in Tablet; Table barcode scanner can scan Driver's license into emsCharts fields |
| F | 28 | Yes | Compliant |
| F | 29 | Yes | Compliant |
| F | 30 | Yes | Compliant |
| F | 31 | Yes | Compliant if crew are on the same ePCR; Not compliant if you are referring to being able to import other ePCR data into a separate ePCR |

| Dep | Req # | Req. Met? | How does emsCharts meet requirement? |
|---|---|---|---|
| IT | 1 | Yes | Compliant, SaaS AWS model; SOC II compliant |
| IT | 2 | Yes | Compliant |
| IT | 3 | Yes | Compliant |
| IT | 4 | Yes | Compliant |
| IT | 5 | Yes | Compliant |
| IT | 6 | Yes | Compliant |
| R | 1 | Yes | Compliant |
| R | 2 | Yes | Compliant |
| R | 3 | Yes | Compliant |
| R | 4 | No | Not current functionality; User roles allow access to ePCR. Typically supervisors and adminstrators should have access to all ePCR's for Quality |
| R | 5 | Yes | Compliant; QA has normal, blinded, and double blinded functionality |
| CHP | 1 | Yes | Compliant; if provided in a usable fomat (Excel) |
| CHP | 2 | Yes | Compliant |
| CHP | 3 | Yes | Compliant |
| CHP | 4 | Yes | Compliant |
| CHP | 5 | Yes | Compliant |
| CHP | 6 | Yes | Compliant |
| CHP | 7 | No | In development |
| CHP | 8 | Yes | Compliant |
| CHP | 9 | Yes | Compliant |
| CHP | 10 | Yes | Compliant |
| CHP | 11 | Yes | Compliant; using standard features and functionality |
| CHP | 12 | Yes | Compliant; using standard features and functionality |
| CHP | 13 | Yes | Compliant; using standard features and functionality |
| CHP | 14 | Yes | Compliant; using standard features and functionality |
| CHP | 15 | Yes | Compliant; using standard features and functionality |

To support the Williamson County EMS ePCR requirement documentation, emsCharts would also like to provide additional information to help clarify some of the features and functionality of emsCharts.

NEMSIS compliance

emsCharts is NEMSIS 3.4 compliant and continues to be involved in the NEMSIS project.

Additionally, emsCharts is SOC II compliant. This is one of the highest standards for technology compliance in the industry. All ePCR vendors should be SOC II compliant.

Quality Assurance

emsCharts has spent over a decade refining the functionality for our quality assurance process. Tying the quality management process with data validation produces a high quality, low risk electronic patient care record. A State/Region, Command Facility, or EMS Agency can create a number of quality assurance "levels." These levels are sequential, and individual(s) are assigned to a level to view charts in their inbox where they can be electronically flagged.

Data Validation

A large part of the quality assurance process is data validation. emsCharts gives our customers. The ability to create service defined validations. These serve as your front-line quality assurance process to ensure that the right data is collected at point of care to create a quality clinical, operational, and billing medical record. This will significantly improve data quality and reduce downstream workload on other staff (billing/pre-billing, clinical, and operations) required to process the ePCR.

Service defined validations are very easy to configure and any data point on the ePCR can be used as a trigger for a required (hard) or recommended (soft) validation. An unlimited number of rules can be configured, here are some example are:

1. Outcome = Transported
2. Medical Category = STEMI
3. Medication admin = Narcan
4. Age < 12
5. Staffing level = ALS

Data Validation Actions are applied to rules where, based on a rule, a desired documentation can be enforced. For example, in #2 above (STEMI) the administrator can require ASA documentation, 12-lead transmitted, onset time, etc. cannot be blank. Certain initiative like Mission Lifeline, you will have 100% efficacy with documentation.

Validation appear in-line on emsCharts.com, emsCharts Mobile, and Tablet as Red (required) or Yellow (recommended).

High performance emsCharts customers will have a significant number of rules and validations to ensure quality documentation at point of care. This shifts Quality Assurance from a chart-by-chart review to a trend model to monitor data systemically, rather than individually.

The life cycle of an ePCR with emsCharts QA

Electronic flags can significantly facilitate communication, increase quality, and document a process for closed loop communication. emsCharts QA flags are fully automatic and facilitate communication across all departments for quality initiatives. Flag are date/time stamped, force a specific type of response (Special Report, Addendum, or email discussion), categorized, and text comments. Additionally, the flag can be blind or double blinded.

The QA flagging process is:

1) Chart is formally locked (closed)
2) Appears in QA Officer's inbox
3) Flag the chart
    a. Chart appears back to the author(s) inbox and individual dashboard for review and response
    b. Turns chart red for easy identification
4) Appears in authors inbox
5) Respond to the flag(s)
    a. Author(s) can respond in either an addendum, incident report, or email discussion
    b. Clears chart from author(s) inbox
6) QA Officers inbox
    a. Turns Chart Green (easy identification as to where they are in the QA process
    b. Review of flag(s)
        i. Approve and advance
        ii. Re-flag (go back to #3)

Agencies can have an unlimited number of levels for review and each level can put filters based on any ePCR criteria. For example, if a medical director only wanted to see "Cardiac Arrest" ePCRs the filter would be on a trigger for cardiac arrest. Filters can be exclusive or inclusive of multiple criteria.

The QA process in emsCharts is extremely streamlines to help administrators identify gaps, have effective communication, and provide a closed loop process to help manage many quality initiatives.

Special (Incident) Reporting

Special (Incident) Reports standardize the documentation of incidents related to prehospital operations regarding ePCR and non-ePCR related activities. Some examples of special report categories are patient related, response, personnel, protocol deviation, medical device failure, delay in accessing patient, rescue airway insertion, billing issue, commendation, complaint, protocol deviation, tube dislodgement, etc. Report types can be configured on the state/region, command, or EMS agency level. Typically, these are the incidents that need to be documented but not part of the electronic patient care record. Special Report features and functionalities:

1. Customizable by the users
2. Email notifications to administrators for early notification
3. Staff can comment on incident reports to keep individual up to day
4. Can be part of the ePCR or independent
5. All datapoints can be searched for trend reporting or follow up

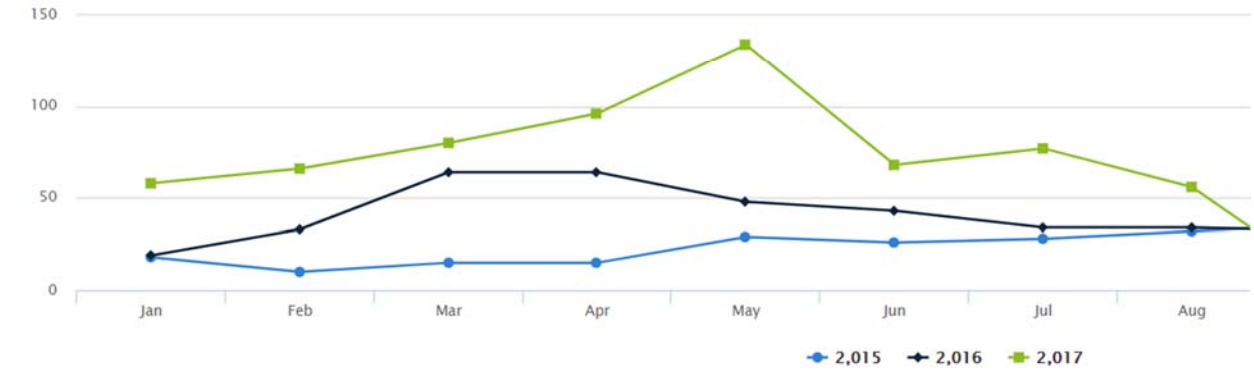
Special reports can be auto-emailed to recipients for immediate notification and comments can be placed on the special report for documentation purposes. Additionally, customized questions, responses, and customized status' (new, under review, complete, etc.) can be created related to specific incidents for loop closure. All responses are available in emsCharts reporting.

Reporting Requirements

1) Ad Hoc Reporting – Compliant
    a. Easy to use report builder
    b. Report on and datapoint on the ePCR
        **i.** Inclusion, exclusion, Blank, not blank, like, not like
        **ii.** Grouping statements
    c. Auto-schedule reports to be delivered
        **i.** Email, FTP, HTTPS
    d. Canned Reports – Compliant with 350+ Reports available
2) Analytics – No Cost
    a. Analytics places high functioning visualizations on the data warehouse data
    b. Analytics data warehouse aggregates:
        i. CAD, emsCharts ePCR, other ePCR NEMSIS XML, EKG, Fire, and hospital data
    c. ePCR data is exported every 15 minutes to this data warehouse to create near real-time access to data and reporting in analytics
    d. Library of analytic reports are available
        i. GAMUT, Mission Lifeline, and EMS Compass (pending)
    e. Create your own Analytics reports
    f. Combine analytic reports into interactive dashboards with role base security for access

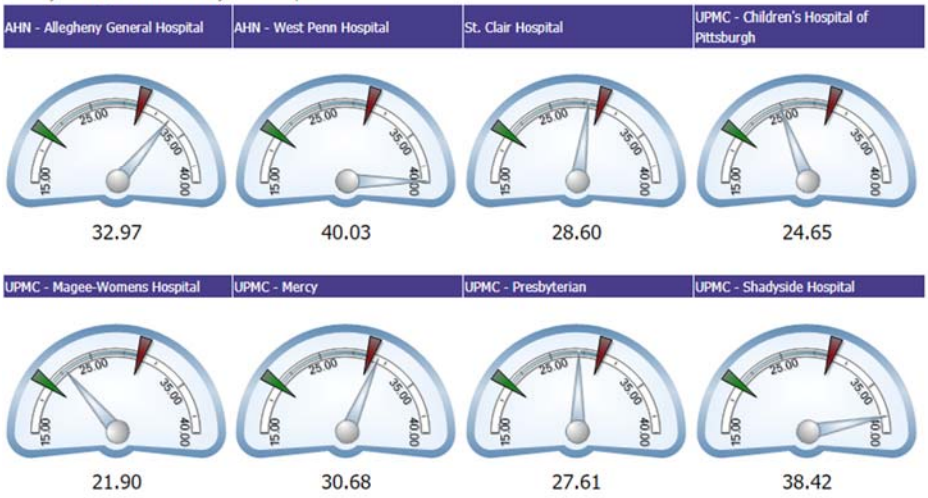
| Dispatch Date | Medical Category |
|---|---|
| 1/1/2015 | Overdose (Suspected Heroin / Opiate) |
| 12/31/2017 | |

UPDATE RESULTS




## APOT - Ambulance Patient Offload Time

Date Dispatch = Previous Quarter
Not including units <> 501, 502, 503, 504, 505, 5221, 5930 - Consol Energy Center, 5962 - Brashear H.S., 5990 - Special Event Detail 10, 5MC3
REC_NAME = AHN - Allegheny General Hospital, AHN - West Penn Hospital, St. Clair Hospital, UPMC - Children's Hospital of Pittsburgh, UPMC - Magee-Wom
Presbyterian, UPMC - Shadyside Hospital




| PRID | CMDFAC NAME | UNIT ID NAME | EMD CODE | CATEGORY NAME | CMS SVCLEVEL NAME | REC NAME | Average(TURN TIME) |
|---|---|---|---|---|---|---|---|
| 51853400 | City of Pittsburgh Command | 5107 | 30B1 | Traumatic Injury | ALS, Level 1 Emergency | UPMC - Mercy | 28.00 |
| 51864500 | City of Pittsburgh Command | AMB 45 | 21B1 | Hemorrhage/Laceration | BLS, Emergency | UPMC - Children's Hospital of Pittsburgh | 21.00 |
| 51871600 | City of Pittsburgh Command | AMB 46 | 30A1 | Traumatic Injury | BLS, Emergency | AHN - Allegheny General Hospital | 15.00 |
| 51913600 | City of Pittsburgh Command | 5107 | 17A1 | Traumatic Injury | BLS, Emergency | UPMC - Shadyside Hospital | 17.00 |
| 51917100 | City of Pittsburgh Command | 5112 | 06D2 | Respiratory Distress | ALS, Level 1 Emergency | UPMC - Presbyterian | 28.00 |
| 51924300 | City of Pittsburgh Command | 5105 | 26C1 | Rescue - Other | ALS, Level 1 Emergency | UPMC - Mercy | 32.00 |
| 51951000 | City of Pittsburgh Command | 5109 | 26C1 | Abdominal Pain | ALS, Level 1 Emergency | UPMC - Mercy | 20.00 |
| 51955900 | City of Pittsburgh Command | 5106 | 28C11L | Sick Person | ALS, Level 1 Emergency | UPMC - Mercy | 18.00 |
| 51979000 | City of Pittsburgh Command | 5106 | 29D2P | Traumatic Injury | ALS, Level 1 Emergency | UPMC - Presbyterian | 39.00 |

**emsCharts Product Offering for Williamson County EMS**

**emsCharts.com**

emsCharts.com is a leader in web based Prehospital documentation application. Data is accessible 24/7/365 and is the single point where configuration, customization, and security assignment occur. Robust features include:

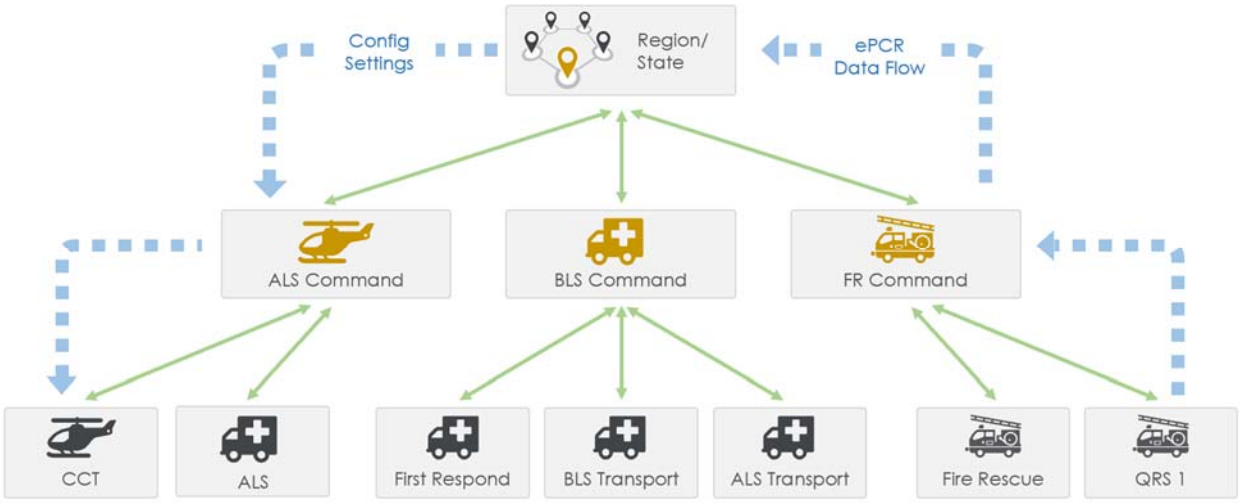
1. No licensing fees or large upfront costs – call volume based
2. Compliant with all NEMSIS datasets in the **same** application
    a. Can send different XML to different stated based on state need
    b. State auto-feed available in available state data repositories
3. Off the Shelf customizable by the customer with no vendor support
4. Quality assurance module integrated into the application
5. Statistical and custom reporting
    a. Auto report email delivery
6. Analytics and Benchmarking
7. Certification tracker
8. Incident reporting with auto-notification
9. Intranet with home page news, instant messaging, document warehouse, calendar, forums, duty roster, payroll entry, and call-off logs
10. Implementation Services
11. Ongoing support with electronic ticketing system

Hierarchical Model of Command Facility or Region

emsCharts command facility is designed for the medical control or medical directors to view aggregate ePCR data for one or many EMS/Fire departments. This includes functionality like performance metrics, procedure logs, response times, medication administration, etc. The medical control also can configure their setup to match their philosophy in protocols, outcomes, and medical categories/impressions.

Health Systems can have multiple command facilities to match delivery models. For example, separate instances can be configured to match needs. Some examples are 911, BLS non-emergency, Special event, Community Paramedicine, Pediatric/Neonate care, critical care, etc. This allows for a high degree of configuration related to delivery model for crew acceptance and quality data collection.

Functionality based on hierarchical concept depicted by image below:




Each level has their own login to configure, report and document at their respective level. The State/Region is a single top level where configuration setting here are applied to all level(s) downstream (command facility) and then the EMS Agency for a single uniform dataset. This allows 24/7/365 access, reporting, quality assurance, and analytics on all ePCR data. The command facility is the middle level (sometimes called Base Hospitals or Medical Direction) for a medical department to deploy their command philosophy/protocols. The command facility receives all state/region configuration settings and can further configure settings for different delivery types. For example, we would suggest you create an ALS Command, BLS Command, fire/first responder command, Special Event/MIH command, etc.

WilCo will have their own Command Facility(ies) and agencies under your login access.

Having highly configurable settings allows for high user acceptance due to the ability to configure the setup based on agency type. The service (EMS agency/Fire department) are under a command facility. The service Level where EMS agencies have individualized control over their setup to configure things like base stations, units/apparatus, users, security access, defaults, etc. All ePCR data is available up stream to their command facility and then region. All data is segregated from all other agencies for individual quality assurance, reporting, and billing.

This give each EMS agency a high degree of ownership and acceptance because the EMS agency has the ability to manage their own account to configure, document, report, and run statistics.

In addition to the primary ambulance ePCRs, emsCharts is also offering Wilco the ability to offer emsCharts to the fire departments to document first response/first responder care rendered. This includes the emsCharts base package for ePCR is the emsCharts FireReports suite of NFIRS incident reporting, LOSAP, Occupancy, Inspections, Investigations, and NFORS. Please see detailed product descriptions for each module.

<u>Customizability</u>

emsCharts customers love the ability to customize the application to fit their needs. Each State/region, command facility, or service can turn on/off fields as desired (less state/county needs) and the ability to modify the NEMSIS/CEMSIS lists that appear on the ePCR. For example, when emsCharts was deployed in the State of New Jersey, the need was to document the differences between fresh and salt water drowning was epidemiologically significant. The medical category of "Drowning" was hidden, and two new values were added. First was "Drowning, Salt Water" and "Drowning, Fresh Water." Each value was mapped back to NEMSIS 2 and 3 data export and everyone got to report on data. The process is repeated at all ePCR documentation levels. The most commonly used fields customized are the Outcomes/Dispositions, Medical Categories, Impressions, and Assessments.

**Billing Login and Export**

Billing login is a special login for billers to view multiple emsCharts ePCR services in one view. A summary page is created to aggregate all data, make signature forms available for viewing along with attachments. The Remoted Downloader is tied to this login to auto-export data in billing software compatible formats. The Remote Downloader can be configured to auto-download at different polling intervals and formats.

**Remote Downloader**

The emsCharts Remote Downloader is a Windows Services installed on the customer's network to auto-download data at the receiving location (billing companies, hospitals, command facilities, researchers, and the EMS agency). Remote Downloader delivery formats are:

1) PDF
2) Other formats are:
    a. TIF, BMP, GIF, JPG, or PDF
    b. Attachments/Signature pages
    c. Images can be auto-converted to PDF for importing processes
3) Data formats
    a. ASCII
    b. XML
4) Auto-Print – function as a print server (primarily installed at hospitals)

User for interfaces to First Watch, EMS Anywhere, and Ninth Brain.

**emsCharts Mobile**

emsCharts Mobile is offline documentation on a Windows laptop or tablet (Surface or Toughbook for example). Features of emsCharts Mobile are:

1) Offline field documentation
2) Quick action buttons to time stamp events at bedside
3) In-line data validation to display required or recommended fields
4) Signature capture
5) EKG data import
6) Mobile templates for custom layout
7) Mobile remote administration

Minimal device configuration is required because emsCharts Mobile detects the configuration settings and auto updates application. If mobile has online access additional functionality of patient lookup, CAD import (see below), and hospital status board notification. Once compete the Mobile chart is uploaded to your emsCharts.com website for closing. The chart closing will send the data to your state(s) for compliance, generate the file for billing, send HL7 data (where applicable) to the receive facility, auto-fax the chart, and run your service closed call rules.

**emsCharts Tablet**

emsCharts Tablet is offline documentation on an iPad or Android device. Features of emsCharts Tablet are:

1. Offline field documentation
2. Signature capture
3. Driver's License Scanner
4. Picture storage in the application and auto-attach online for HIPAA compliance

Like Mobile there is minimal device configuration is required because emsCharts Tablet detects the configuration settings and auto updates application. If Tablet has online access, patients can be searched and imported to the Tablet chart. Additionally, pictures taken on tablet of items (Driver's License, Medication Lists, Insurance Cards, etc.) are stored in the HIPAA compliant secure Tablet photo library and auto-attached upon upload. Once compete the Tablet chart is uploaded to your emsCharts.com website for closing. The chart closing will send the data to your state(s) for compliance, generate the file for billing, send HL7 data (where applicable) to the receive facility, auto-fax the chart, and run your service closed call rules.

**emsCharts MOBILITY**

emsCharts MOBILITY is 100% online documentation on any Internet browser. Features of emsCharts MOBILIY are:

1) Online documentation 24/7/365
2) Import data into emsCharts:
    a. CAD data, frequent flyer/HL7 data, HIE data, and EKG data
3) Documentation tools like:
    a. Quick action buttons
    b. In-line data validation to display required or recommended fields
    c. Signature capture for compliance
4) Lock the chart in the field
5) Export data (real time):
    a. Send data to QA/Billing
    b. Export HL7 data/faxing to the hospital
    c. State data submission

Mobility enables the high-volume service to keep up with EMS incidents to collect quality data, reduce overtime, and streamline processes.

**EKG import into emsCharts Mobile**

EKG Import to Mobile is an electronic interface to your EKG monitor. Once the Windows laptop or tablet is connected to your heart monitor, data can be imported into emsCharts mobile. Items imported are:

1) Time stamped vital signs
    a) Select/deselect prior to import
    b) Editable after import
2) EKG waveforms (auto attached)
3) Events
4) Proprietary EKG file

Once data is imported, the data can be updated or removed from the ePCR. Significant reduction in documentation time is achieved with the EKG import. Connection methods:

| Device | Bluetooth | Wi-Fi | Cable | USB |
|---|---|---|---|---|
| ZOLL E | | | X | |
| ZOLL M | | | X | |
| ZOLL CCT | | | X | |
| ZOLL MD | X | | | X |
| ZOLL X | X | X | | X |
| Physio Control LP12 | X | X | X | |
| Physio Control LP15 | X | X | X | |
| LifePak 500 | | | X | |
| Phillips MRx | X | Pending | | |

**EKG import into the Web (Physio Control and ZOLL only)**

EKG import to the Web is the ability to import EKG data transmitted to the cloud into emsCharts.com. The field provider transmits the case which is also routed to emsCharts servers. EMS provides can import data directly into emsCharts.com. Items imported are:

1) Time stamped vital signs
2) EKG waveforms (auto attached)
3) Events
4) Proprietary EKG file

Once data is imported it can be updated or removed from the ePCR. Significant reduction in documentation time is achieved with the EKG import.

**Billing Export**

This Billing Export module allows data to be exported from emsCharts to commercial billing software. Current exports are:

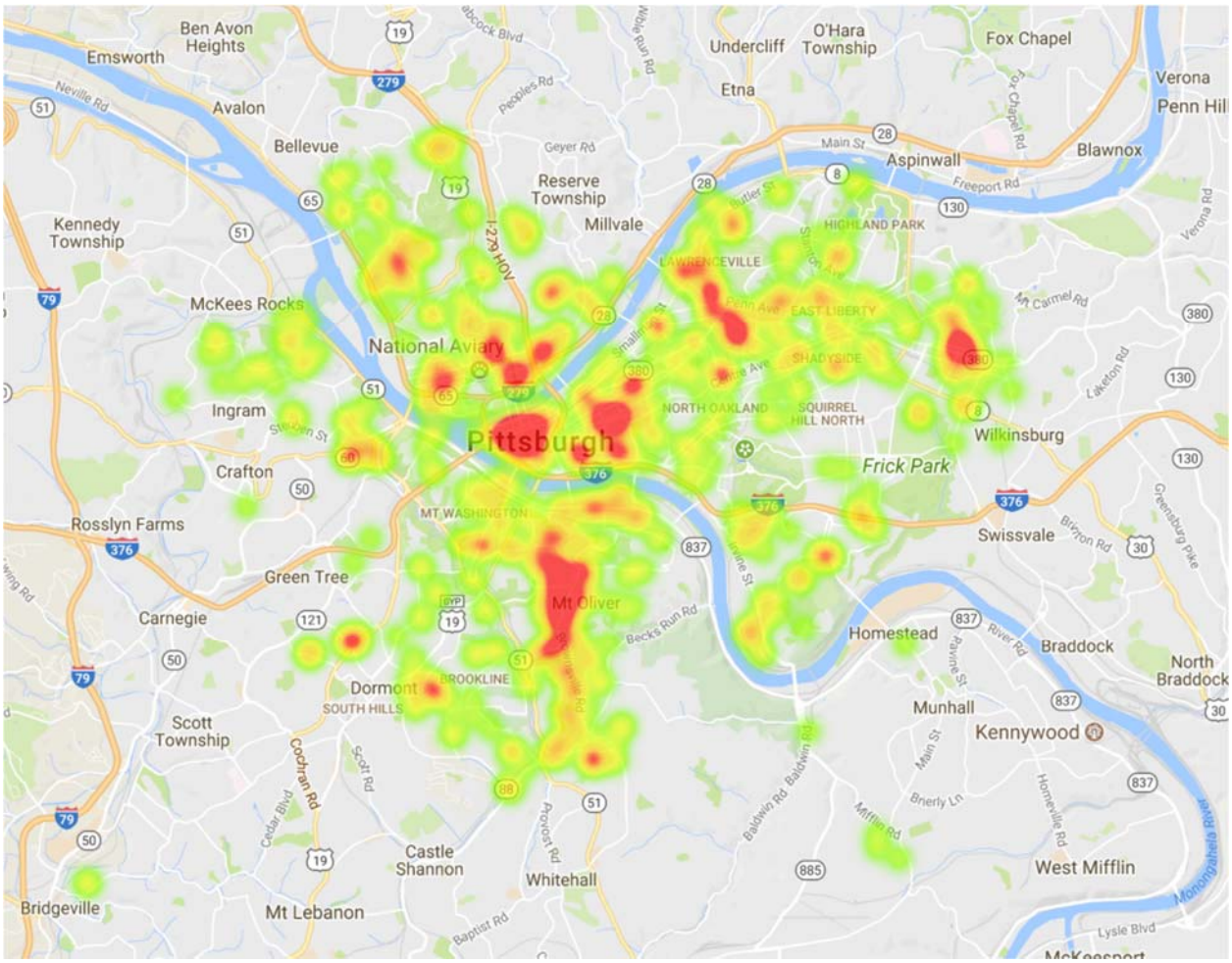
- NEMSIS XML
- Tritech/Sweet
- Tritech Cloud interface
- RescueNet/ZOLL
- AIM

emsCharts currently interfaces many agencies to D. M. Medical Billing. Onboarding WilCo to D. M. Medical Billing is a seamless process.

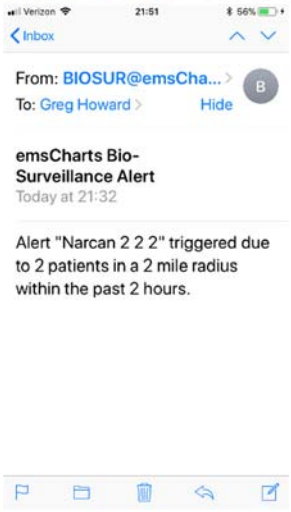
GIS - Heat Maps, and Bio-Surveillance, Mileage calculator

emsCharts Geocoding module performs several functions for the emsCharts user. These are:

1. Assign Latitude and Longitude to locations (Google integration)
2. With Google integration calculates the closest or fastest route from point to point
    i. Show Closest and fastest route
3. Heat Maps – create KML files
    i. Create filters on ePCR data to show data in a meaningful way
    ii. Narcan administration in the City of Pittsburgh




4. Bio-Surveillance alerts
    i. Auto email notification of alert trigger based on count, location, and time.
    ii. Example 1: Naloxone 2 2 2 – if 2 Naloxone administrations given 2 times within 2-mile radius.




Research Module

emsCharts offers a research is a separate login that allows a user to create custom questionnaires triggered from documentation on the emsCharts ePCR. The questionnaires include questions and pre-defined answers to generate the data desired. For example, if the agency is implementing a new King Vision laryngoscope blade then the procedure of video laryngoscopy will force the user to fill out the research questionnaire. Responses can be configured to immediately notify the lead researcher and/or the data can queried which is available online 24/7/265. Multiple research questionnaires can be triggered on a single ePCR based on the trigger.

- An example of questions and answered is depicted below.
- Additionally, the researcher can invite other emsCharts agencies to participate in their research project.

| |
|---|
| **Did you attempt to use the King Vision video laryngoscope?** |
| No: |
| Yes: |
| **Were you successful on your first attempt?** |
| No: |
| Yes: |
| **If you were successful, do you think you would have been successful using traditional direct laryngoscopy in the same number of attempts?** |
| Yes: |
| No: |
| I was unsuccessful with the King Vision: |
| **If successful, do you feel you were able to intubate the patient more quickly using the King Vision than you would have been with direct laryngoscopy?** |
| No: |
| Yes: |
| **What difficulties did you have with the device?** |
| None: |
| Insertion into mouth: |
| Frozen picture: |
| Failure to obtain any picture: |
| Poor picture quality: |
| Good visualization but couldn't manuever tube: |
| Other: |
| **If you experienced difficulties not covered above, please explain:** |
| |
| **What suggestions do you have for how or where to store the device on the unit?** |
| |
| **Any other comments on anything about the device?** |
| |
| **Would you recommend adoption of this device?** |
| No: |
| Yes: |

User Intranet

- At A Glance
  - Current QA flags
  - Current Special reports
- Duty roster
  - View who is working at what station and unit
- Journal view
  - Overlay of all agency activity like Training, incidents, events, etc.
- Certification tracker
  - Customizable
  - Email alerts with expiration dates/lock out if certification is expired
- Home Page news
  - Post departmental messages
  - Links to important pages
- Instant Messaging
  - Instant message to individuals or roles for communication
- Calendar
  - Internal calendar posting of events
  - Display to all or by roles
- Employee Roster and Crew Roster
  - Exportable to Excel
- Document Warehouse
  - Central and standardized document library
- Forums
  - Forums are public blackboard that EMS Agency can post communication

Tag Team Charting

- Two providers can be on the same emsCharts.com ePCR at the same time to facilitate collaboration and cut documentation time in half

Appearance synchronization - Both our Mobile, Tablet, and emsCharts.com maintain similar appearance and function to help with learning curve between platforms

Controlled Substance Tracking - emsCharts has well rounded functionality for controlled substance tracking this includes:

- Positive ID – Extra security authentication
- Controlled substance administration with Lot Number
- Controlled substance Waste with Lot Number
- Wasted Medication report

Mobile Integrated Healthcare (MIH)

- emsCharts offers the ability to document MIH interactions using emsCharts through a different service line. The difference is that the MIH login will have configuration options and settings specific to MIH patient interactions such as Outcomes, Protocols (cases), categories, etc.
- Since this service is not required to report to the state/region the NEMSIS fields can be turned off to make a very lean documentation tool for patient interaction documentation. The value of having a separate MIH in the same application are:
- Staff know how to document in emsCharts so there is a small learning curve:
    - Sharing patient database between MIH account and 911 account
    - Easy transition between logins (same username)
    - Administrators use the tools inside emsCharts to monitor MIH activities and Metrics such as:
        - Configurability for MIH needs
        - Quality Assurance process
        - Data Validation to ensure that fields desired to report on are being documented
        - Reporting, Custom Reporting, and Analytics on MIH metrics
        - Reporting data out to 3rd party entities
        - Online access for clinical oversight

Additional Service Lines

Wilco will also have additional logins for different service lines. Some examples are Educational intuitions (EMT School), Event Medicine (concerts, marathons, air shows, etc.) to document non-911 related incidents. These service lines exist under the existing command facility for standardization and reporting, but the EMS data is separate from the primary 911 data to keep each dataset compartmentalized. Additionally, if other agencies (like lifeguards, first responder location, etc.) can also have their own login to document patient interactions for accountability and reporting.

**Health Level 7 (HL7) Import and Export**

emsCharts is proud to offer the ability to exchange data between emsCharts and hospital EMR systems. emsCharts uses nationally standardized datasets and Health Level 7 (HL7), Direct

Messaging, and CCD formatting language to pass data from EMS to the hospital and back to EMS. Using this model emsCharts has developed deep integrations with many hospital electronic medical record (EMR) systems. The process of exchanging data goes like this:

1) Patient Gets registered at the hospital
   a) emsCharts HL7 ADT
      i) Import patient demographics and payor information into emsCharts
         (1) Proprietary software matching to auto-match the patient's
         (2) Type in MCRN to manually search for patient
      ii) Electronic Face Sheets are created
      iii) Use HL7, Direct Messaging, or CCD formats
   b) emsCharts MDM
      i) Send back HL7 data to the hospital
      ii) Include PDF and ePCR attachments
   c) emsCharts HL7 update / outcomes
      i) Demographics will be auto updated (John Doe scenario)
      ii) Dispositions are imported for quality metrics
   d) 3rd party ePCR data import
      i) emsCharts can import 3rd party NEMSIS 3 XML data through the HIE engine to provide a single solution to hospital solutions

Orphan HL7 messages can be manually reconciled by facility and all data is available in emsCharts Analytics.

## Value to the Hospital

- Increased JCAHO and registry compliance by having the prehospital ePCR, data, and images available in the hospital EHR
- Increased patient safety by having prehospital ePCR data available in the hospital EHR for physician access
- Operationalizing and automating to eliminate manual processes
- Improve relations between hospital and EMS by providing data for billing and quality metrics
- Elimination of paper and manual processes

## Value to the EMS community

- Receive accurate patient demographic and insurance information
- Elimination of paper, face sheets, and manual processes
- Increase quality care by access to clinical metrics on outcome & disposition data
- Automated loop closure with patient outcomes
- Quicker ambulance turn-around times back to the community after patient delivery

## E. Price Sheet

| Year | 2020 | 2021 (+3%) | 2022 (+3%) | 2023 (+3%) | 2024 (+3%) |
|---|---|---|---|---|---|
| emsCharts.com | $ 17,124 | $ 17,638 | $ 18,167 | $ 18,712 | $ 19,273 |
| Mobile | $ 6,852 | $ 7,058 | $ 7,269 | $ 7,487 | $ 7,712 |
| EKG Import into Mobile | $ 4,284 | $ 4,413 | $ 4,545 | $ 4,681 | $ 4,822 |
| EKG Import into Web | Included | Included | Included | Included | Included |
| Billing Export | $ 2,568 | $ 2,645 | $ 2,724 | $ 2,806 | $ 2,890 |
| Geocoding (GIS) | $ 3,420 | $ 3,523 | $ 3,628 | $ 3,737 | $ 3,849 |
| Remote Downloader | $ 2,916 | $ 3,003 | $ 3,094 | $ 3,186 | $ 3,282 |
| CAD Import | $ 2,568 | $ 2,645 | $ 2,724 | $ 2,806 | $ 2,890 |
| Hospital Access | Included | Included | Included | Included | Included |
| **Annual Subscription** | **$ 39,732** | **$ 40,924** | **$ 42,152** | **$ 43,416** | **$ 44,719** |

| Optional Modules for Purchase | | | | | |
|---|---|---|---|---|---|
| Research Module | $ 3,420 | $ 3,523 | $ 3,628 | $ 3,737 | $ 3,849 |
| Operative IQ Interface | $ 1,716 | $ 1,767 | $ 1,821 | $ 1,875 | $ 1,931 |
| Tablet | $ 6,852 | $ 7,058 | $ 7,269 | $ 7,487 | $ 7,712 |
| Faxing | Priced per page | | | | |

## F. References

**City of Pittsburgh Bureau of EMS**
Anthony Schrader, Crew Chief Training Division
anthony.shrader@pittsburghpa.gov

412-255-2450
50,000 EMS calls annually using HL7 Interface, CAD import, Billing Export to 3rd party billing, Geocoding, Remote Downloader, and SyncPad

**Gloucester County EMS**
Andy Lovell, EMS Chief
alovell@co.gloucester.nj.us
856-307-7121
30,000 EMS calls annually using CAD Import, Billing Export to 3rd party billing (DM Medical), Mobile, Geocoding, and Remote Downloader

**Cabell County EMS**
Steve Murray, EMS Chief
304-526-8551
steve.murray@ccems.org
30,000 EMS calls annually using Mobile, Geocoding, Billing Export, and EKG import to Web

**Cooper Health System / MICU**
Ronald Murphy, Clinical Coordinator
856-342-2000
murphy-ronald@cooperhealth.edu
35,000 EMS calls annually using CAD Import, EKG import to Web, Billing Export to 3rd party vendor, Geocoding, Remote Downloader, and Tablet

**New Hanover Regional EMS**
Tim Corbett, Performance Improvement Officer
Timothy.corbett@nhrmc.org
910-343-4800
38,000 EMS calls annually using HL7 import, CAD import, EKG import to mobile, EKG import to Web, Billing Export (3rd party), Mobile, Remote Downloader, and Tablet

emsCharts References – Terminated

**Williamson County EMS**
Danny Johns
djohns@wilco.org
512-943-1264

**Brunswick County EMS**
Brian Watts – Emergency Services Director – Retired
Bwattses4@gmail.com
910-386-6759

Brian was the director of a county-based system that provided direct EMS performance, oversight for multiple rescue squads, and emergency management. BCEMS answered approximately 25,000 calls for services.

Richard Barner
fltmedicrlb@aol.com
863-449-7740
Mr. Barner has held many director positions that have used various electronic patient care record solutions. He has a vast knowledge of the pros and cons of each application

## G. Conflict of Interest Questionnaire – Signed Electronically



**Supplier Response Form**

### CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically.

Greg Howard — Signature of vendor doing business with the governmental entity

3/6/19 — Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

**To take exception:**

1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **greghoward**

Password ••••••••••••• *

Save | Take Exception | Close

* Required fields

## H. Proposal Affidavit – Signed Electronically



**Supplier Response Form**

# PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

| | |
|---|---|
| **Name of Respondent:** | emsCharts, Inc. |
| **Address of Respondent:** | 420 Commonwealth Dr, Ste 201, Warrendale, |
| **Email:** | ghoward@emscharts.com |
| **Telephone:** | 866.647.8282 |
| **Printed Name of Person Submitting Affidavit:** | Greg Howard |
| **Signature of Person Submitting Affidavit:** | Greg Howard |

**Cooperative Purchasing Program**
**Check one of the following options below.** A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

| | |
|---|---|
| ☐ | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| ☐ | I will not offer the quoted prices to all authorized entities. |

***If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

**To take exception:**

1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **greghoward**

Password •••••••••••••• *

Save | Take Exception | Close

* Required fields

## I. Sample emsCharts Contract

# emsCharts Service Agreement

This emsCharts Service Agreement (the "**Agreement**") is entered into on _____ ("**Effective Date**"), between _____ ("**Customer**") and emsCharts, Inc ("**Vendor**" or "**emsCharts**"), a Pennsylvania corporation. Either the Customer or Vendor are individually referred to as the "**Party**," or together as the "**Parties**."

**WHEREAS**, Vendor has established and operates a proprietary web-based computer patient charting System ("**emsCharts**" or "**emsCharts Gold**"), that allows customers to create, maintain, access, manage and report information related to emergency medical care transport and other medical services; mobile data collection software for laptop computers ("**emsCharts Mobile**") that allows onsite patient data collection; mobile data collection software for tablet computers ("**emsCharts Tablet**"); and other modules associated with emsCharts ("**emsCharts Modules**"); as well as a fire reporting capability ("**emsCharts Fire Reports**"); together the "**emsCharts System**".

**WHEREAS**, Customer desires to utilize these software products to assist in creating, maintaining, accessing, managing and reporting pre-hospital medical and operational information;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, both Customer and Vendor hereby agree as follows:

### 1. SERVICES PROVIDED BY VENDOR

1.1 Website. Customer and its authorized users (as defined and limited in Section 3.2 of this Agreement) shall be given access to the emsCharts website at all times except when unavailable due to upgrades or repairs, maintenance, or unexpected down time. The website shall provide Customer and its authorized users access to a proprietary computerized system for data input, manipulation and standard report generation per Vendor specifications.

1.2 Modifications/Customizations. Customer accepts the emsCharts System with standard functionality, reports, and queries existing at the time of purchase. If Customer requests custom functions, reports or queries, Vendor will advise Customer if such enhancements are currently being developed or will be placed on a future development list. If at that time Vendor does not plan to develop the enhancements as part of product standard features, Customer and Vendor may agree that Vendor will provide the enhancements for a development fee. No work on a Customer-requested enhancement will be undertaken unless Customer agrees in writing in advance to the scope and estimated cost of the enhancement. All enhancements, including all enhancements requested and paid for by Customer, shall become the property of Vendor and may be incorporated into versions made available to other customers.

1.3 Documentation and Training. Vendor shall supply Customer with user manuals containing specifications and instructions. Vendor shall also provide Customer and its authorized users phone and web-based administrative support and configuration training for Vendor's products which Customer has licensed.

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1.3.1 On-site training can be provided on a time and expense basis upon mutual agreement of both Customer and Vendor.

1.4 Customer Support. General phone support is available during Vendor regular business hours. Emergency phone support is available 24 hours per day, 7 days per week, through a designated communication center.

1.5 System Performance and Maintenance. System performance and maintenance shall be subject to the "**Service Levels and Maintenance Guidelines**" contained within Attachment A.

1.6 State Reporting. Vendor shall provide a means of collecting and transmitting Customer's pre-hospital data to a State regulatory body or designee in compliance with reasonable State regulations and requirements. Both Parties understand that State regulations are constantly changing, and Vendor shall have a reasonable timeframe to modify the underlying emsCharts systems and reporting mechanisms to comply with changing State regulations and requirements.

## 2. CUSTOMER OBLIGATIONS

2.1 Hardware and Software. For each workstation from which Customer desires access to emsCharts, Customer shall provide and install, at its own expense, hardware and software meeting the specifications set forth in the User Manual.

2.2 Internet Access. Customer shall be responsible for obtaining and paying for physical and digital connections of the computers to the Internet and minimum bandwidth requirements as set forth in the User Manual.

2.3 Upgrades. Customer shall be responsible for purchasing and installing any upgrades to hardware or software necessary to access future versions of the emsCharts System, including but not limited to, updated Operating Systems, Web Browsers, CPU, RAM, and hard disks. Vendor agrees to provide Customer with at least a six (6) month notice of any major changes that may require modifications to Customer's hardware or software.

2.4 Customer Representative. Customer shall designate a representative of Customer ("**Customer Representative**") to communicate with Vendor's Project Manager to facilitate the performance of this Agreement.

## 3. LICENSE AND RESTRICTIONS ON USE

3.1 Grant of License. Upon receipt of applicable Service Fees during the full Term of this Agreement and subject to the terms of this Agreement, Vendor grants to Customer a non-exclusive, non-transferable, limited license to access and use emsCharts System during the Term only in the following manner: (a) by Customer and its authorized users remotely accessing and using the emsCharts System website; (b) for bona fide purposes relating to the input, manipulation and reporting of patient, other clinical and operational data created and modified by Customer and its authorized users, and for no other purposes.

3.2 Authorized Users.

3.2.1 Vendor shall give administrative rights to the Customer Representative or other Customer designee to establish user passwords for persons and entities Customer

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authorizes to access emsCharts, input data, retrieve data, or otherwise use the system ("**Authorized Users**"). Customer shall have exclusive control over the designation of authorized users. Customer and its authorized users are responsible for maintaining the confidentiality of all Passwords.

3.2.2 Customer is responsible to assure that its authorized users comply with the limitations of use set forth in Sections 3.2, 4.1, 4.2 and 4.3 of this Agreement and to enter into any Confidentiality Agreements with its authorized users that may be required by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act**"), or other Federal or State law.

3.2.3 In no event shall Customer or any authorized user knowingly allow access to the emsCharts System by any unauthorized user or by any person or entity who makes, markets, distributes or has any ownership or other economic interest in any service or product that would compete with the emsCharts System products or services provided under the terms of this Agreement, except with written prior approval from Vendor.

## 4. DATA

4.1 Ownership of Data. All data entered into the emsCharts System by Customer shall be considered the property of Customer and shall be kept Confidential by Vendor.

4.2 Access to Data. Only Customer and its authorized users may access Customer data. Vendor shall not be responsible for the unauthorized, illegal, or improper dissemination or use of data by Customer or its authorized users.

4.3 Protected Health Information. It is recognized by the parties that data entered by Customer and its authorized users will include Protected Health Information ("**PHI**") as that term is defined in HIPAA regulations at 45 CFR § 164.501. Vendor agrees to comply with applicable provisions of HIPAA as more fully set forth in the attached "**Business Associate Addendum**" contained within Attachment B.

4.3.1 Vendor represents that its software, database, servers and communication protocols and procedures, when properly utilized in accordance with this Agreement and the emsCharts User Manual, meet the security standards established by HIPAA for the protection of Protected Health Information.

4.4 Transfer and Removal of Data. Upon termination of this Agreement by either Party for any reason, or at any time requested by Customer in writing during the Term of this Agreement, Vendor shall transfer all data to Customer within thirty (30) days in a mutually agreed format. If Customer and Vendor cannot agree upon a format within thirty (30) days, Vendor shall have the right to transfer or store Customer's data in a generally accepted format such as XML. After termination and transfer of data to Customer, or at any other time requested by Customer, Vendor shall remove any and all Customer data from its servers unless such removal would violate a court order, law, regulation or other legal prohibition.

4.5 License to Data. Vendor will have a world-wide license to use Customer data entered into the emsCharts System on a royalty-free, perpetual use, and transferable license from Customer to Vendor. The transferability of the license will be limited to any parent or affiliated entity to Vendor that has common significant ownership.

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4.6 HIPAA Compliance. Vendor's license to use data will be on a HIPAA de-identified basis as determined and regulations change time to time as to protected healthcare information and privacy.

## 5. FEES

5.1 Monthly Access Fees. Customer agrees to pay the fees set forth in the attached "**emsCharts Fee Schedule**" contained within Attachment C. All fees are on a cash or 30-day terms basis.

5.1.1 Customer stipulates that the current transportation and charting volumes identified in Attachment C are accurate as of the Effective Date of the Agreement. Further, Customer understands and agrees that increases or decreases in these volumes on a quarterly annualized or annual (trailing 12 months of actual volumes in cases where 12 months of actual volumes exist) basis will result in adjustments in the volume pricing tiers delineated in Attachment C. Vendor will provide Customer a 30-day notice of either price increases or decreases due based upon actual annualized volume adjustments. If the customer fees are being paid by a third party pursuant to a separate agreement, the Customer will be responsible for emsCharts fees if a change in billing agent occurs.

5.1.2 Customer agrees to make full payment within 30 days of the date of invoice and pay reasonable interest on any balance not paid within 30 days, except when the balance is subject to reasonable challenge by Customer made in good faith. emsCharts pricing contained in Exhibit C is based on cash payment. In the event Customer prefers the convenience of payment by credit card or other similar payment or purchase card methods of payment, Vendor will charge a convenience fee.

5.2 Other Charges/Costs. Customer is responsible for and shall pay all Internet connectivity and service charges and all other costs associated with obtaining and maintaining the required hardware and software required to access the emsCharts System. In addition, Vendor may charge Customer on a monthly basis increased costs associated with HIPAA costs associated with regulatory compliance as to protected healthcare information and security that is otherwise excluded from fees or pricing of fees in Attachment C. These costs will be allocated and amortized over all Vendor charged ePCR charts completed for all its customers.

## 6. VENDOR'S PROTECTED PROPERTY

6.1 No Transfer of Rights. All title and applicable common law and statutory rights in and to the emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules, including, but not limited to, rights in confidential and trade secret material, screen shots, screen layouts, business logic, source code, object code, user manuals, specifications, trademarks, service marks, logos, patents and copyrights, if any, and all derivative works therein shall, as between Customer and Vendor, be and remain the property of Vendor, and Customer will have no right, title or interest in any such property ("**Vendor's Protected Property**").

6.2 Forbidden Acts. Customer agrees not to copy, distribute, sell, reproduce, alter, enhance, modify, or reverse engineer, or use for any purpose other than the legitimate purposes authorized by this Agreement, any Vendor Protected Property. Customer also agrees not to develop comparable or competitive products.

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6.3 Acts Allowed by Licensee. Notwithstanding the above, in the exercise of the rights and license granted hereunder, Customer may print or download management reports, patient care reports, and forms from the emsCharts System, provided that Customer keeps intact all copyright and other proprietary notices.

6.4 Acknowledgement of Rights. Customer acknowledges that Vendor's property rights in and to the emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules are valuable and unique and that such property rights are protected. Customer also acknowledges that it will preserve and protect the confidentiality of these products. In protecting the confidentiality of the emsCharts System, Customer shall, at a minimum, exercise the same degree of care and take the same actions that Customer exercises and takes with regard to the preservation and protection of its own confidential information and proprietary rights, but not less than a reasonable degree of care.

## 7. TERM AND TERMINATION

7.1 Term. This Agreement shall be considered effective as of the Effective Date and shall continue in effect until terminated pursuant to the terms of this Agreement (the "**Term**").

7.2 Termination Without Cause. At any time after the Effective Date, Customer shall have the right to terminate this Agreement for any reason or no reason upon thirty (30) days written notice to Vendor, and Vendor shall have the right to terminate for any reason or no reason upon one hundred eighty (180) days written notice to Customer.

7.3 Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days written notice if the other Party is in default of any material term of this Agreement. A Party shall be in default of any material term if it has failed to comply with such term for at least thirty (30) days after receipt of a written description of the failure by the other Party. However, non-payment of Vendor invoices, after notification by Vendor, will be Vendor cause for termination and will not require 30-day notice.

7.4 Termination of Product. At any time after the Effective Date, Vendor shall have the right to terminate its involvement with or discontinue marketing and/or maintaining the emsCharts System. Under such circumstances, Vendor will use its best efforts to give Customer not less than one hundred eighty (180) days prior written notice of termination of this Agreement, and to either find alternate means of providing the same or similar services to Customer or to provide any source code necessary for Customer to create software or transfer or download data to another software product that can produce similar functionality for Customer. The provisions of such source code for the limited purposes set forth in this paragraph shall not transfer to Customer any ownership interest in the source code and shall not affect Vendor's ownership rights in the source code and the emsCharts System.

7.5 Termination of License. Upon termination of this Agreement for any reason, Customer's license to access and use the emsCharts System and the right or authority of any other users designated or authorized by Customer to access and use emsCharts shall cease immediately. Thereafter, neither Customer nor any user designated or authorized by Customer shall access or a license to use emsCharts for any reason or purpose without the express written authorization of Vendor.

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7.6 Survival after Termination. The obligations, limitations and restrictions set forth in Sections 4.1, 4.2, 4.3, 4.4, 5, 6.1, 6.2, 6.4, 7.4, 7.5, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3 and 10.4 of this Agreement shall survive any termination of this Agreement.

## 8. WARRANTIES

8.1 Limited Warranty. Vendor represents and warrants that:

(a) it is a corporation in good standing under the laws of Pennsylvania with full authority to execute and perform this Agreement; and

(b) The emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules will perform in accordance with the specifications provided as part of the emsCharts User Manual and in accordance with the Maintenance and Service Level Guidelines set forth in Attachment A.

8.1.1 This limited warranty shall not apply if Customer has not complied with all the requirements of this Agreement, including the hardware and software and Internet requirements set forth in the emsCharts User Manual.

8.2 No Other Warranties. THE LIMITED WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER ARISING BY COURSE OF DEALING, PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8.3 No Oral or Conflicting Warranties. No Vendor employee or representative is authorized to make any promise or warranty to Customer that differs from or adds to the warranties set forth in this Agreement, and no such promise or warranty shall be effective unless set forth in writing and signed by an officer of Vendor.

## 9. DAMAGES, LIABILITY, LEGAL REMEDIES

9.1 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall Vendor (or any member, officer, employee, agent or other representative) have obligations or liability to Customer or any other person for loss of profits, loss of use, loss of good will, or incidental, special or consequential damages or costs associated therewith, whether based in contract, tort, strict liability, or any other theory or form of action arising out of or in connection with any service, product, act, inaction, duty, warranty, promise, obligation or representation of Vendor (or any member, officer, employee, agent or other representative), even if Vendor has been advised of, knew or should have known of the possibility thereof.

9.2 Limitation of Damages. Damages for non-performance are limited to the damages set forth in Attachment A. If for any reason it is determined that Vendor is liable to Customer for money damages, in no event shall the liability of Vendor (or any member, officer, employee, agent or other representative) in connection with any loss of data, service, product, act, inaction, duty, warranty, promise, obligation or representation, exceed the greater of (i) the actual amount paid by Customer to Vendor under this Agreement; or (ii) the amount of insurance proceeds payable to Customer under Vendor's policies.

9.3 Applicable Law and Jurisdiction. Subject to the limitations of Section 9.4, the parties agree that any claim, action or dispute, whether at law or in equity, between them and arising

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out of this Agreement or the existence, use, condition, validity, function or operation of emsCharts, shall be governed by the laws of Pennsylvania and the City of Pittsburgh..

9.4 Arbitration. In the event of a dispute arising in connection with this Agreement, including the breach thereof, if the parties agree in writing, the dispute will be resolved by binding arbitration according to the rules of the JAMS, formerly known as the Judicial Arbitration and Mediation Services, at an arbitration proceeding conducted in Pittsburgh, Pennsylvania. The award of the arbitrator may thereafter be entered in any court having jurisdiction thereof.

## 10. ACCESS TO BOOKS AND RECORDS

10.1 Vendor Documents. Vendor agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Vendor and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Vendor agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Vendor agrees to promptly notify Customer of any request it receives for access to Vendor records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Customer deems such request to be inappropriate, then it may file an objection. Any proceeding regarding Customer objections will be pursued at Customer's sole cost and expense, provided, however, that Vendor will provide reasonable cooperation with Customer.

10.2 Customer Documents. Customer agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Customer, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Customer agrees to retain such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Customer agrees to promptly notify Vendor of any request it receives for access to Customer records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Vendor deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding Vendor objections will be pursued at Vendor's sole cost and expense, provided, however, that Customer will provide reasonable cooperation with Vendor.

10.3 Subcontractors. Vendor and Customer agree that their subcontractors will similarly be required by them to retain and give access to similar books, documents and records.

10.4 Compliance with Requests. Compliance with any governmental request for information shall not provide a basis for a claim for any compensation under this Agreement.

## 11. MISCELLANEOUS

11.1 Assignment. The rights and obligations of either Party under this Agreement shall not be assignable, whether by contract, merger, operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, the rights and obligations of either Party may be assigned to a successor corporation or entity of either Party or a corporation or entity that purchases or obtains all or substantially all of the assets of either Party. Vendor may also

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assign its rights and obligations to a corporation or other entity wholly or Partly owned by Vendor.

11.2 Force Majeure. If the performance of any Party to this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, hurricane, earthquake, tornado, snow, riot, terrorist act, war, conflict, fire, judicial or governmental action, labor disputes, interruption of telephone lines or electronic delivery systems, software or computer hardware defect or viruses (not caused by Vendor or someone under the control of Vendor), acts or omissions of third parties outside the control of Vendor (including but not limited to acts or omissions of any third party service provider or equipment vendor, messenger service or telephone carrier), acts of God, or any other causes or conditions reasonably beyond the control of either Party, that Party shall be excused from such performance to the extent and for the time period that such performance is prevented, hindered or delayed by such causes.

11.3 Entire Agreement. This Agreement constitutes the full understanding and entire agreement between the parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement shall be binding unless made in writing and signed by both parties.

11.4 Notices. All notices, requests, demands, or other communications from one Party to the other under this Agreement shall be in writing. This contact information can also be used for all billing notices. Delivery of such written notice can be given either directly or via certified mail or overnight courier using the following contact information:

| **Customer** | | **emsCharts, Inc.** | |
|---|---|---|---|
| Company: | _____ | Company: | emsCharts |
| Attn: | _____ | Attn: | CFO |
| Address: | _____ | Address: | 420 Commonwealth Dr |
| | _____ | | Suite 200 |
| City/State/Zip: | _____ | City/State/Zip: | Warrendale, PA 15086 |
| Phone: | _____ | Phone: | 866.647.8282 |
| Fax: | _____ | Fax: | 724.933.9333 |
| Email: | _____ | Email: | CRM@emsCharts.com |

11.5 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or granting rights or benefits hereunder to anyone other than Customer and Vendor.

11.6 Notification of Adverse Events. Each Party shall be obligated to immediately notify the other if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization, or if it is sanctioned or disciplined by any such agency or organization.

11.7 Independent Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision of this Agreement is determined to be invalid and/or contrary to any existing or future law, regulation, rule and/or order, such invalidity shall not impair the operations of, or affect all those portions of this Agreement which are valid.

11.8 Independent Contractors. Neither Party intends, and nothing contained herein shall be construed, to create a joint venture, partnership or principal and agent relationship between the parties, and accordingly, neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

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**IN WITNESS WHEREOF**, both Parties hereby execute this Agreement as of the Effective Date.

| **Customer** | **emsCharts** |
| --- | --- |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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# Attachment A
# Maintenance and Service Level Guidelines

## I. DEFINITIONS

A. "Regular or Peak Hours": The hours of 7:00a to 11:00p Eastern Time or 4:00a to 8:00p Pacific Time.
B. "Non-Peak Hours": All other hours in a day that are not "Regular or Peak Hours."
C. "Non-Critical System Maintenance": Maintenance that is not necessary to maintain the integrity of data or system stability.
D. "Critical System Maintenance": Maintenance that is necessary to maintain the integrity of data or system stability.
E. "Critical Problem": Any problem encountered by Customer that materially and adversely interferes with Customer's use of emsCharts.
F. "Non-Critical Problem": Any problem encountered by Customer involving the use of emsCharts that does not materially or adversely interfere with Customer's use.

## II. MAINTENANCE AND REMEDIAL WORK

A. Scheduled and Non-Scheduled Maintenance.

1. Non-Critical System Maintenance. Vendor will use best efforts to carry out Non-Critical System Maintenance during Non-Peak hours. If downtime is anticipated to be less than 15 minutes, at least 4 hours prior notice will be given as an application message on the system. If downtime is anticipated to be between 16 and 90 minutes, at least 24 hours prior notice will be given using both application messages and email notification to the service administrator as listed by Customer in the application configuration. If downtime is anticipated to be greater than 90 minutes, at least 72 hours prior notice will be made using both application messages and email notification to the service administrator as listed in the application configuration.

2. Critical System Maintenance. Critical system maintenance may be performed whenever it is deemed necessary by Vendor to maintain the integrity of data or the stability of the system.

B. Remedial Work.

1. Critical Problem. In the event of a critical problem, Vendor will use all efforts to correct a verifiable, reproducible problem within 1 business day (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.

2. Non-Critical Problem. In the event of a non-critical problem, Vendor will use reasonable efforts to correct a verifiable, reproducible non-critical problem within 5 business days (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.

3. Exclusions. Vendor's obligations to correct problems, make repairs, provide maintenance or provide other services (the "**Remedial Work**") shall not include:

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A. Remedial work for anything other than to the emsCharts System.

B. Any remedial work in any way required by or related to the following:

1. Customer or Customer's representative's designs, specifications or instructions
2. Customer failure to fulfill any of Customer obligations or responsibilities under the Agreement
3. Failure by Customer to comply with Vendor's written instructions or recommendations
4. Customer or any Customer's designated third party using or combining any component of emsCharts, and emsCharts Mobile, emsCharts Tablet, with any incompatible product or service that does not properly exchange data with emsCharts
5. Alteration or improper use of emsCharts by Customer or others
6. A failure to use or install error corrections, repairs, updates or upgrades or take other reasonable actions recommended by Vendor so that products functions properly
7. Customer's own hardware, software, equipment or facilities
8. Design or manufacturing defects in any products or services not made and provided by Vendor
9. A failure of a Customer local area network or wide area network that prevents the transmission of data intended for review at the destination. This includes any disruptions of Customer telephone lines, Customer ISP connections to the Internet and any electronic delivery systems that constitute the Internet backbone.
10. Anything beyond Vendor's reasonable control. This includes, but is not limited to, any acts of God, widespread power outages or telecommunication disruptions, and/or the illegal activity of virus writers and/or hackers who deliberately produce material/actions that disrupt the connectivity between Customer and Vendor, including a denial of service attack.
11. Any planned downtime or maintenance communicated by Vendor to Customer. Communication may include notices on Vendor's web site.

## III. SERVICE LEVEL COMMITMENT

A. Availability Commitment - Definition and Calculation. emsCharts shall be Available for Customer Usage 98% of the time during any one calendar month. "Available for Customer Usage" means that emsCharts is functioning and is not subject to "Downtime." "Downtime" equals the time during which emsCharts is functioning with a Critical Problem or not functioning due to a Critical Problem. Downtime will commence when Customer notifies Vendor that emsCharts is unavailable for use as a result of a Critical Problem. Downtime will end as soon as the Critical Problem is cured and emsCharts is available for use without a Critical Problem. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Availability.

B. Availability Commitment - Performance and Remedy. In the event that Vendor does not meet its Availability Commitment during any calendar month during the Term, Customer's next monthly invoice shall be reduced by 10% plus an additional 1% for each 1% increment below the Availability Commitment.

C. Reliability Commitment - Definition and Calculation. Reliability, for purposes of this Agreement, is defined as the number of consecutive calendar months during the Term of this Agreement when the emsCharts Availability Commitment is not met. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Reliability.

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D. Reliability Commitment - Performance and Remedy. In the event that emsCharts does not meet its Reliability Commitment during the Term, the following remedies will be available to Customer and enforceable at the Customer's discretion:

1. emsCharts does not meet Availability Commitment (regardless of by what %) for two (2) consecutive months: 25% reduction (above Availability remedy) in next monthly invoice.
2. emsCharts does not meet Availability Commitment (regardless of by what %) for three (3) consecutive months: 40% reduction (above Availability remedy) in next monthly invoice.
3. emsCharts does not meet Availability Commitment (regardless of by what %) for four (4) consecutive months: Vendor is in default of Agreement and Customer may exercise any available remedy for Termination at its sole discretion or may take a 50% reduction (above Availability remedy) in next monthly invoice.

E. Reliability Commitment – Liquidated Damages. All remedies provided to Customer are in the form of liquidated damages against Vendor. As noted elsewhere in this Agreement, Vendor has offered this Service Level Agreement and associated liquidated damages as the sole recourse for the Customer in the event of performance problems with or non-performance of emsCharts. All other damages that the Customer may pursue are limited as noted elsewhere in this Agreement.

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# Attachment B
# HIPAA Business Associate Addendum

This Business Associate Addendum ("**BAA**), dated as of _____, supplements and is made a part of the Services Agreement (as defined below) by and between Covered Entity (as defined below) and emsCharts ("**Business Associate**").

**WHEREAS**, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("**HIPAA**"), and related regulations promulgated by the Secretary ("**HIPAA Regulations**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HI**TECH Act**").

**WHEREAS**, in light of the foregoing and the requirements of the HIPAA, the HITECH Act and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

**1. Definitions.**

a. General. Terms used, but not otherwise defined, in this Addendum shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

b. Specific.

i. Covered Entity. "**Covered Entity**" shall mean all entities, individually and collectively, which have entered into a Services Agreement (as defined below) with Business Associate and are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly, or in the future control, are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly. Business Associate shall fulfill each of its responsibilities under this Addendum to each Covered Entity covered by this Addendum.

ii. Breach. "**Breach**" shall have the same meaning as the term "breach" in the HITECH Act, Section 13400(1).

iii. Electronic Health Record. "**Electronic Health Record**" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

iv. Electronic Protected Health Information. "**Electronic Protected Health Information**" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

v. Individual. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

vi. Privacy Rule. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

vii. Protected Health Information. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to

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the information created or received by Business Associate from or on behalf of Covered Entity.

viii. Required by Law. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

ix. Secretary, "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

x. Security Rule. "**Security Rule**" shall mean the Security Standards at 45 CFR part 160 and part 164.

xi. Services Agreement. "**Services Agreement**" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information, The Services Agreement is amended by and incorporates the terms of this Addendum.

xii. Unsecured Protected Health Information. "**Unsecured Protected Health Information**" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

**2. Obligations and Activities of Business Associate.**

a. Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this Addendum or as Required by Law. Business Associate shall comply with the provisions of this Addendum relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate will:

i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule;

ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;

iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

c. Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Addendum of which Business Associate becomes aware.

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d. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this Addendum (including, without limitation, any successful Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Addendum and/or any successful Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

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j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2j. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

**3. Permitted Uses and Disclosures by Business Associate.**

a. Services Agreement. Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered
Entity.

b. Use for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom
the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Reporting Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § l64.502(j)(l); provided, however, that Business Associate gives Covered Entity at least thirty (30) days prior written notice of its intention to report any such violation of law and the facts or circumstances related thereto.

**4. Permissible Requests by Covered Entity**

a. Except as set forth in Section 3 of this Addendum, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**5. Term and Termination**

a. Term**.** The term of this Addendum shall be co-terminus with the Services Agreement. However, the provisions of this Addendum shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

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b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum, Covered Entity shall either:

i. In its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Addendum; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

c. Effect of Termination.

i. Upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information, If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Electronic Transaction Standards. To the extent that Business Associate or its products perform all or part of any transaction for which the Secretary has adopted a standard under HIPAA ("**Covered Transactions**") on the Covered Entity's behalf, the following shall apply:

a. Compliance with HIPAA Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any Covered Transactions. Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

b. Agents and Subcontractors. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with all applicable requirements of HIPAA, including without limitation, compliance with 45 CFR Part 162.

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**7. Miscellaneous**

a. Regulatory References. A reference in this Addendum to a section in HIPAA or HIPAA Regulations, or the HITECH Act, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b. Amendment. The parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, HIPAA Regulations and the HITECH Act.

c. Survival. The respective rights and obligations of Business Associate under Section 5,c. of this Addendum shall survive the termination of the Services Agreement.

d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and HIPAA Regulations.

e. Miscellaneous. The terms of this Addendum are hereby incorporated into the Services Agreement.

i. Except as otherwise set forth in Section 7.d. of this Addendum, in the event of a conflict between the terms of this Addendum and the terms of the Services Agreement, the terms of this Addendum shall prevail.

ii. The terms of the Agreement which are not modified by this Addendum shall remain in full force and effect in accordance with the terms thereof.

iii. Each Party to this Addendum hereby agrees and consents that any legal action or proceeding with respect to this Addendum shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located.

iv. The Services Agreement together with this Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein.

v. This Addendum may be executed in counterparts, each of which when taken together shall constitute one original.

vi. No amendments or modifications to this Addendum shall be affected unless executed by both parties in writing.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum as of the date set forth above.

| **Covered Entity** | **Business Associate** |
|---|---|
| _____ | **emsCharts** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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# Attachment C
# Fee Schedule

The Fee Schedule shown below comprises the fees associated with this Agreement and the emsCharts System. This Fee Schedule is based upon the transport and charting volumes reported by the Customer as of the Effective Date of this Agreement. Future transport volume will be determined through the analysis of the production use of the emsCharts System. Both Parties acknowledge that future quarterly annualized or annual (trailing 12 months of actual volumes) volumes may increase or decrease from the volumes included in this initial Fee Schedule.

As stated within Section 5.1.1 of the Service Agreement, Customer understands and agrees that increases or decreases in these quarterly annualized or annual (trailing 12 months of actual volumes) volumes will result in adjustments in the volume pricing.

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# emsCharts
# Accounts Payable Form

Please fill out the form below, providing current information for invoicing and Accounts Payable for your agency, and return with your signed emsCharts Service Agreement.

**Accounts Payable Contact Information**

**Contracted Service Name**:

_____
*What is the name of the EMS Agency that is contracting with emsCharts?*

**Accounts Payable Department:**

_____
*If different from Agency name*

**Address**: _____

_____

**City, State, Zip**: _____

**Invoicing Contact Information (To whom should invoices be sent?)**

**Name**: _____

**Email**: _____

**Phone**: _____
*Invoices are sent electronically to the email address provided above.*

**Invoicing Terms**

**Frequency (Please check one):** □ Monthly □ Annually
*Annual payments may be eligible for a 5% discount*

**Does your agency require a Purchase Order number on invoices?**
□ Yes □ No

**If Yes, is the Purchase Order for emsCharts attached?**
□ Yes □ No

**Please provide any additional information important for proper invoicing to your agency:**

_____

_____

_____

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## Introduction from emsCharts Sales Team

Thank you for your interest in emsCharts! Attached, please find the emsCharts Service Agreement document for your review. We look forward to having you join our growing family of satisfied emsCharts customers. Below is an explanation of the emsCharts Service Agreement:

**Service Agreement** – the emsCharts Service Agreement is provided as a PDF file. Please complete contact information in Section 11.4 and complete the signature block after Section 11.8 and have an authorized signatory sign the emsCharts Service Agreement. Please forward to emsCharts for review and countersignature. If you require changes to the emsCharts Service Agreement, please request a copy in MS Word for you to make changes and return electronically, pending our approval.

**HIPAA Business Associate Addendum (Attachment B)** – Please review and sign the emsCharts Business Associated Addendum (BAA) and return to emsCharts for counter signature.

**Fee Schedule (Attachment C)** – The emsCharts Price Quote is provided in Attachment C. Please review this document and keep a copy for your records. As stated, this emsCharts Fee Schedule may be adjusted up or down based upon future transport volume. Advanced notification will be provided prior to any adjustment of the emsCharts Pricing Tier.

To expedite processing of your order for emsCharts, please send the following completed documents to emsCharts via Email to contracts@emsCharts.com or via Fax to 724.933.9333:

1. Signature Page of emsCharts Service Agreement
2. Signature Page of emsCharts Business Associate Addendum (Attachment B)
3. Accounts Payable Form
4. Tax Exempt Certificate (if applicable)

You may also mail a completed Service Agreement to:

emsCharts
420 Commonwealth Drive, Suite 200
Warrendale, PA 15086

We appreciate your business and look forward to working with you. If you have any questions regarding emsCharts or the Service Agreement, please contact emsCharts via Email sales@emscharts.com or via phone at 866.647.8282. Thank you again for your interest in emsCharts!

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## J. Certificate of Interested Parties – Form 1295

**CERTIFICATE OF INTERESTED PARTIES** FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**
**Certificate Number:** 2019-459056
**Date Filed:** 03/01/2019
**Date Acknowledged:**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
emsCharts, Inc.
Warrendale, PA United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County, Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
1902-296
EMS ePCR

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Kurt Sandstrom, and my date of birth is 2-17-70.

My address is 11802 Ridge Parkway, Broomfield, CO, 80021, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Broomfield County, State of CO, on the 7 day of March, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.28ab6150

## K. Additional Features and Functions

Offline Field Documentation Options

There are many ways to document the patient or fire incident in emsCharts. The electronic patient care records can be entered directly through any web browser, a Windows based application, or an iOS/Android application. Descriptions are:

1. Mobile (Windows OS)
    a. emsCharts Mobile is an offline documentation tool to facilitate the documentation process for high volume services on a Window device. Functionality includes:
        i. Offline functionality for 100% access to ePCR documentation
        ii. Signature capture for compliance
        iii. View inline required/recommended fields configured from the SaaS
        iv. Quick Action Buttons
            1. If Online:
                a. Look up frequent flyers
                b. Import CAD data
        v. One click upload, sync, and post to emsCharts.com
2. Tablet (iOS / Android OS)
    a. emsCharts Tablet is offline documentation on an iPad or Android device. Features of emsCharts Tablet are:
        i. Offline field documentation
        ii. Signature capture
        iii. Driver's License Scanner
        iv. Picture storage in the application and auto-attach online for HIPAA compliance
            1. If Online:
                a. Look up frequent flyers
                b. Import CAD data

NOTE: Both Mobile and Tablet are reference because departments have the option to use different documentation platforms for difference delivery models. For example, Tablet (iPad) is very effective for BLS or event medicine due to cost effectiveness and ease of use

CARES Registry

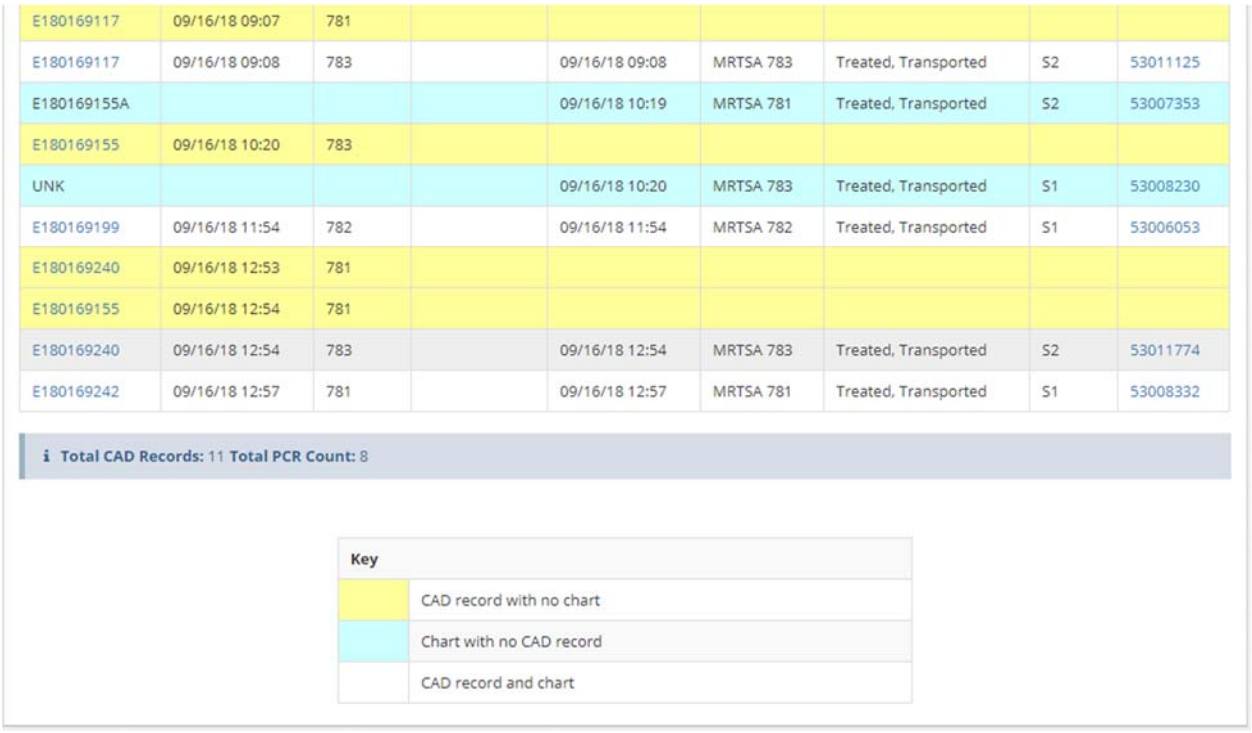
emsCharts will be submitting to Cares by Q1 2019

CAD data Import

emsCharts complies with this requirement.

1. emsCharts provides a Dispatch audit log which display missing ePCR based on CAD data
    a. Items are color coded for easy identification
    b. Yellow – Missing ePCR
    c. Blue – CAD import not used
    d. No color – correct

2. Raw CAD data is available in Analytics
   a. Access to raw data is important so uses can access data without having to go through dispatch center
   b. Dashboards are created for compliance reporting



| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| E180169117 | 09/16/18 09:07 | 781 | | | | | | |
| E180169117 | 09/16/18 09:08 | 783 | | 09/16/18 09:08 | MRTSA 783 | Treated, Transported | S2 | 53011125 |
| E180169155A | | | | 09/16/18 10:19 | MRTSA 781 | Treated, Transported | S2 | 53007353 |
| E180169155 | 09/16/18 10:20 | 783 | | | | | | |
| UNK | | | | 09/16/18 10:20 | MRTSA 783 | Treated, Transported | S1 | 53008230 |
| E180169199 | 09/16/18 11:54 | 782 | | 09/16/18 11:54 | MRTSA 782 | Treated, Transported | S1 | 53006053 |
| E180169240 | 09/16/18 12:53 | 781 | | | | | | |
| E180169155 | 09/16/18 12:54 | 781 | | | | | | |
| E180169240 | 09/16/18 12:54 | 783 | | 09/16/18 12:54 | MRTSA 783 | Treated, Transported | S2 | 53011774 |
| E180169242 | 09/16/18 12:57 | 781 | | 09/16/18 12:57 | MRTSA 781 | Treated, Transported | S1 | 53008332 |



## emsHIE Executive Summary

Golden Hour and emsCharts are pleased to support Williamson County hospitals with the emsCharts emsHIE (Health Information Exchange) platform solution. emsHIE collects and aggregates EMS (Emergency Medical Service) patient transport data with hospital EMR systems through a bidirectional interface using industry standard formats. This agnostic approach is a total solution for hospitals as a single presence on their network for an easy to implement and manage solution.

The information exchanged by emsHIE includes patient demographics, payor information, and patient outcomes. This data is transmitted through a secure, HIPAA compliant interface that uses HL7 data and national EMS dataset standards. Based on our demonstrated experience of transmitting over 10 million transactions annually through our emsHIE platform, Golden Hour / emsCharts are uniquely qualified and confident that our proven approach, operational processes, premier level of transport software, and ongoing services will result in significant benefit to Client. emsHIE will result in operational efficiency and cost reduction while improving the level and quality or patient care and handoff from EMS transport to the hospital.

This emsHIE Proposal outlines the services which comprise the Golden Hour / emsCharts emsHIE platform and includes the pricing associated with both implementation and ongoing support throughout the Client health system.

## Integrating to hospitals: Today's Challenge

Most EMS agencies either print or fax an ePCR (Electronic Patient Care Record) to the receiving facility after they have transported the patient. This affects many departments in the hospital which causes significant delays in communicating vital information to healthcare providers, medical records, and registration systems. emsCharts emsHIE improves process and efficiencies in many departments. These are:

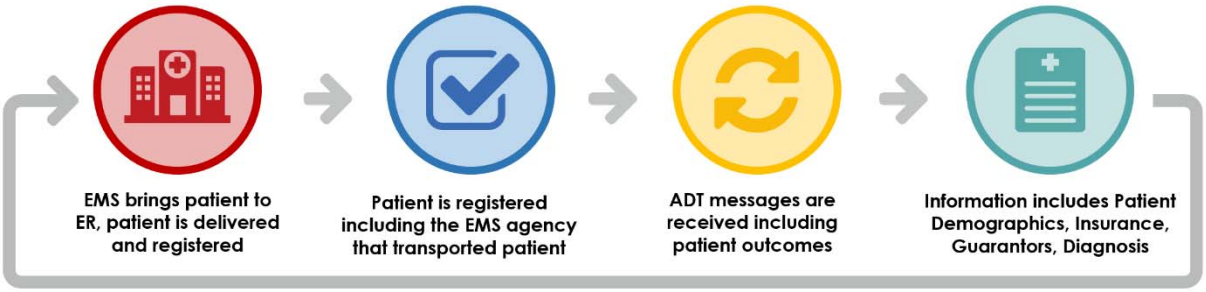
- Registration
  - Minimize disruption to normal workflow registration process
  - Eliminate manual processes with gaps in data quality and communication
  - Reduce cost of paper and ink
- Compliance
  - Automate exchanging data between prehospital ePCR is in the EMR
  - Reduce risk of HIPAA breach with paper processes
- Platform Solution
  - Operationalize emsHIE data be connect single facilities or multiple facilities in one data feed
- Registry
  - Increased visibility into the ePCR for registry documentation
  - Provide automatic, HIPAA compliant, outcome information back to the prehospital providers for loop closure
  - Eliminate time consuming process to extract data for registry (trauma, stroke, STEMI, etc.) accreditation
- Clinical
  - Increase visibility to the prehospital treatments and therapies
  - Reduce potential delays in care with lack of prehospital data
- Safety
  - Increase communication with handoff of clinical information
  - Reduce risk of missed or duplicated prehospital procedures/medications administered
- Medical Records
  - Reduce costs by reassign resources who convert paper to electronic and attaching to hospital EMR
- Quality
  - Ability to do quality metrics on efficacy of prehospital therapies
  - Ability to track and coordinate appropriate therapies administered by prehospital providers related to p
- Education
  - Ability to provide empirical data to support new clinical initiatives or protocol changes
  - Ability to evaluate prehospital therapies related to patient hospital outcomes

- Service to Public Safety
    - Improve relations with public safety by providing billing and quality metrics for sustainability
    - Reduce hallway time of ambulances and fire departments waiting to obtain face sheets
    - Allow ambulances and fire departments to get back in service faster to serve their community

- Cost to EMS
    - Decrease cost of Paper, Faxing, Ink, etc.
    - Reduce billing delays
    - Reduce cost of resources obtaining secondary information for billing
    - Reduce cost of gas and crew time obtaining face sheets
    - Reduce cost of process in follow up and quality initiatives
    - Reduce cost and risk of extended back in-service times
- 3rd party emsHIE Solution
    - Connect 3rd party ePCR vendor through emsHIE data feed using nationally standard file formats (NEMSIS 3.0 or higher XML)
    - Provide login for 3rd party ePCR vendors to view demographic, payor, and outcome information

Hospitals are currently paying for infrastructure to manually perform the tasks above. That infrastructure has costs associated with process or lack of. Approximately every 7,000 ePCRs brought to a facility costs the hospital about one FTE in of hospital infrastructure and resources. Automating this process saves the hospital significant infrastructure, resources, and money.

Value Proposition: The cost of emsCharts emsHIE will is less than what you are paying in your current infrastructure. In addition, you place an automated, reliable, consist process to operationalize the exchange of data between hospital and EMS/fire departments.

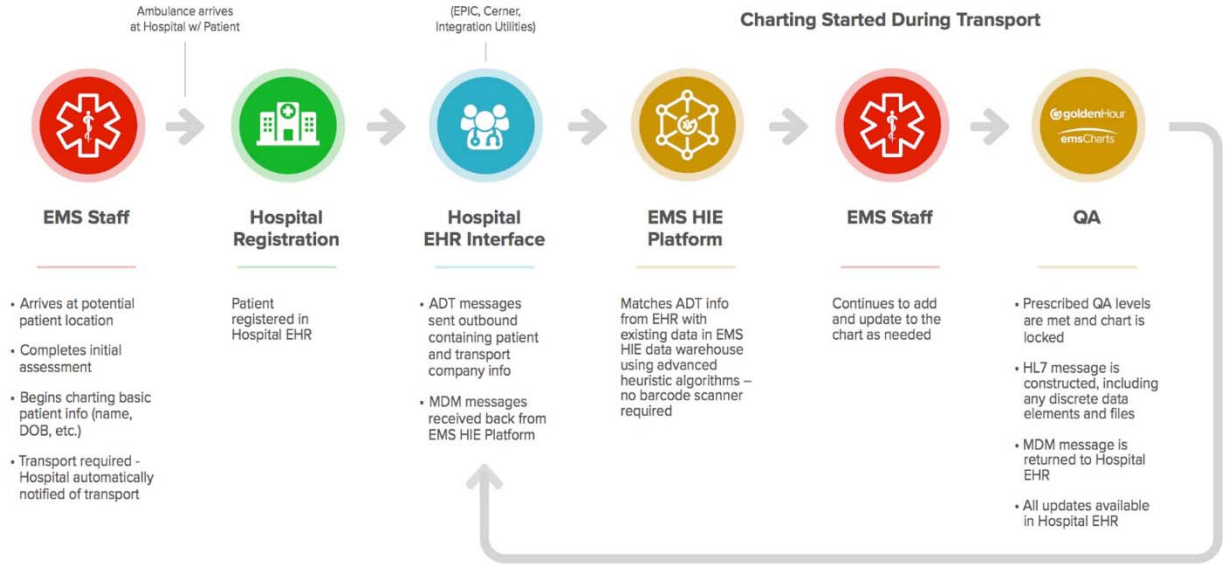



**Admissions, Discharges, and Transfers**

- ADT-A01 – patient admit
- ADT-A02 – patient transfer
- ADT-A03 – patient discharge
- ADT-A04 – patient registration
- ADT-A05 – patient pre-admission
- ADT-A08 – patient information update
- ADT-A11 – cancel patient admit
- ADT-A12 – cancel patient transfer
- ADT-A13 – cancel patient discharge

## Value to the Hospital

- Increased JCAHO and registry compliance by having the prehospital ePCR, data, and images available in the hospital EHR
- Increased patient safety by having prehospital ePCR data available in the hospital EHR for physician access
- Operationalizing and automating to eliminate manual processes
- Improve relations between hospital and EMS by providing data for billing and quality metrics
- Elimination of paper and manual processes



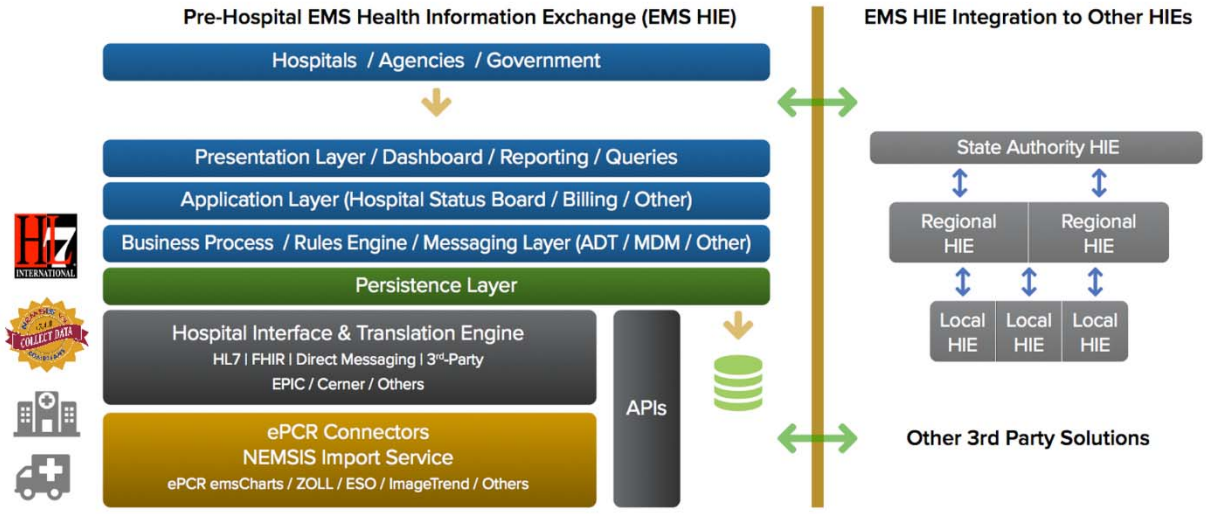

## Value to the EMS community

- Receive accurate patient demographic and insurance information
- Elimination of paper, face sheets, and manual processes
- Increase quality care by access to clinical metrics on outcome & disposition data
- Automated loop closure with patient outcomes
- Quicker ambulance turn-around times back to the community after patient delivery

## emsCharts emsHIE Technology Infrastructure

The emsHIE platform is hosted within the Amazon Web Service (AWS) cloud-based environment. Golden Hour retains backups on redundant servers as well as weekly full backups with nightly incremental backups. All backups are stored in an encrypted format. Weekly backups are moved to a remote secure storage facility by a HIPPA compliant licensed data backup vendor. A grandfather-father-son rotation methodology is used as recommended by NIST standards.

The following provides a high-level illustration of the Golden Hour platform's SaaS model utilized for the full suite of Golden Hour and emsCharts products.




The emsHIE platform is comprised of multiple technology components designed to provide ease of implementation and interoperability with other hospital systems, state and local Health Information Exchange not affiliated with emsCharts, and ongoing configuration to adapt to new and emerging industry standards as needed.

## emsHIE Messages and Workflow

Once the patient is delivered to the hospital the emsHIE platform includes the following key messaging formats and workflow:

1) **ADT** – Admission message including MRN (Medical Record Number), patient demographics, and billing data to be imported to the emsCharts ePCR before emsCharts chart closure to ensure quality information is used. Once linked via the MRN number, AO8 messages are used to update existing data on the ePCR
2) **MDM** – emsCharts sends ePCR data back to the EMR upon emsCharts ePCR completion. Message includes, but not limited to HL7 data, Base-64 encoded PDF, and images of emsCharts ePCR information, and custom OBX Segments.
3) **Emergency Room Dispositions / Outcomes** – Final discharge status (Emergency Room or Hospital) are received to the emsCharts Follow Up page to allow EMS agencies to evaluate their treatment protocols and procedures for quality assurance and improved patient care. This is also assists with the accreditation process for Stroke, STEMI, Trauma, and state registries.
4) **3rd Party Import** – emsCharts can import NEMSIS 3.0 or higher data from 3rd Party EMS ePCR vendors and import through the emsHIE engine. Data is matched and routed to the hospital EMR for compliance. EMS agencies submitting 3rd party data through emsHIE are provided a portal to view outcome information and export data.

## emsHIE Overview and Proposed Solution

The Golden Hour EMS Health Information Exchange (emsHIE) Platform provides bidirectional pre-hospital data exchange between the EMS services and the Hospital's Electronic Health Records (EHR) via standardized industry standard formats. The goal is to bring together and integrate data from all available pre-hospital systems and data sources with the hospital's EHR in a near real time, automated and reliable fashion. This data can include important patient demographics, payor/billing information, and clinical outcomes which allows EMS and hospital personnel to remain focused on patient care.

emsHIE is an automated, time saving solution that works with any ePCR to seamlessly to provide a total solution to the hospital or health system. The emsHIE engine will import vital patient information with interventions to the hospital EHR for high availability of data to support the continuity of care. This will eliminate manual, time-consuming processes which improves compliance and patient safety. The emsHIE platform from Golden Hour / emsCharts currently processes over 15 million transactions annually for health system and EMS customers. Based on our demonstrated performance, emsHIE is a proven technology solution that solves significant gaps in the information exchange between EMS services and health systems.



emsCharts, Inc.
420 Commonwealth Ave STE 200
Warrendale, PA 15086
P: (866) 647-8282 | F: (724) 933-9333
Submit to: contracts@emsCharts.com

# Attachment C

| | | | |
|---|---|---|---|
| Date: | 02/27/19 | Expiration Date: | 10/26/19 |
| EMS Service Name: | Williamson County EMS | Salesperson: | Howard |
| Address: | 100 Willco Way | CAD Software used: | Central Square |
| City, State Zip: | Georgetown, TX 78626 | Billing Software used: | Tritech - 3rd Party |
| Phone: | | Billing Company: | DM Medical |
| Fax: | | EKG Monitor Used: | Physio Control (Web and Mobile) |
| Primary Contact: | | Staffing Level: | ALS |
| Contact Phone: | | Regional Council: | |
| Contact Email: | | Command Facility: | Own |

**Invoicing Details:**

| | | | | |
|---|---|---|---|---|
| EMS Call Volume: | | 35,000 | Invoice Start Date * : | ASAP |
| Payment Schedule: | Monthly | Annually | Anticipated Live Date: | ASAP |

* Invoicing will start the beginning of the following month regardless of implementation

| Invoice Agency: | Month | Annual | Module Descriptions: |
|---|---|---|---|
| emsCharts.com | $ 1,427 | $ 17,124 | electronic ePCR; 24/7/365 Web Access; NEMSIS compliant |
| Mobile | $ 571 | $ 6,852 | Windows offline documentation (Surface, toughbook, etc.) |
| EKG to Mobile / Web | $ 357 | $ 4,284 | EKG import into Mobile / Web |
| Billing Export | $ 214 | $ 2,568 | Export data to: NEMSIS based, ZOLL, Tri-Tech, and AIM |
| Geocoding (GIS) | $ 285 | $ 3,420 | Mileage calculator(fractional) and Bio-Surveillance |
| Remote Downloader | $ 243 | $ 2,916 | Auto download of data in multiple formats(First Watch) |
| CAD Import | $ 214 | $ 2,568 | Import from CAD vendors (call for list) |
| Research | $ 285 | $ 3,420 | Create Retrospective questionnaires on ePCR data |
| Hospital Access | Included | Included | Hospital Login to their facility |
| **Subscription Fee:** | **$ 3,596** | **$ 43,152** | **One Time Fee Descriptions** |
| Account Management | | $ 1,712 | Setup Fee for emsCharts |
| CAD Connection Fee | | Waived | Connect emsCharts to dispatch center software |
| CAD Setup Fee | | Waived | Connect emsCharts account to existing dispatch connection |
| Onsite training ($1,000/day) - 2 days | | Wavied | Two days of onsite training included |
| Onsite training expenses | | Wavied | Travel expenses wavied |
| Legacy Data Import | | $ 2,500 | Dependent on data quality |
| Legacy Data Import (discount) | | $ (2,500) | |
| Other | | $ - | Other |
| **One-Time Fees:** | | **$ 1,712** | |

## emsCharts.com

* emsCharts.com SaaS - prehospital electronic patient care record software
  * Call volumes are evaluated quarterly for compliance
  * Can have multiple service lines needed (CCT/FW, ALS, BLS, MIH, Event, etc.)
* HIPAA and HITECH Compliant ePCR software
* 24/7/365 access to emsCharts ePCR

## Datacenter - Amazon Web Services

* SOC 2 Compliant Datacenter
* Weekly Backups of data

## Quality Assurance and Total Quality Management

* QA flagging with auto-notification
* Procedure log tracking, response time reporting, etc.

## Closed call rules and inline data validation

* Fully customer configurable closed call rules
* Procedure log tracking, response time reporting, etc.

**Thank you for your business!**

emsCharts, Inc.
420 Commonwealth Ave STE 200
Warrendale, PA 15086
P: (866) 647-8282 | F: (724) 933-9333
Submit to: contracts@emsCharts.com

**State Reporting**

* Auto-feed NEMSIS compliant data to state repositories where available by the state
* Can send different NEMSIS datasets to different state where applicable

**Other Reporting**

* CARES - Cardiac Arrest Registry -
    * Final stages of completion; should be done by beginning of Q419

**Intranet**

* Certification tracking functionality for each service
* Special reporting functionality with auto-notification
* Calendar, Home Page News, and Instant Messaging
* Individualized user dashboard page

**Analytics, Benchmarking, and Visualizations**

* Advanced reporting capabilities using enterprise reporting capabilities
* Data hub for all data in one application
    * CAD, ePCR, EKG, and HL7
* Library of reports available
    * GAMUT, MissionLifeLine, others
* Dashboards on all data metrics

**Modules Included**

**Mobile 3.0**

* Offline documentation on a Windows Device
* Signature Capture
* EKG Import to Mobile (extra module)
* Mobile remote admin to force upload, remoted delete DB, remote send log files, etc.

**EKG import to Mobile**

* ZOLL MD, Physio Control, and Phillips compatible
* Import EKG data to Mobile
    * Vital Signs, Events, Images, and EKG data file into Page 8
* Vitals are editable after import

**EKG import to Web**

* ZOLL X and Physio Control users compatible
* Import EKG data to Web
    * Vital Signs, Events, Images, and EKG data file into Page 8
* Vitals are editable after import

**Billing Export**

* Create file compatible with Billing software systems
* Compatible with ZOLL, Tritech, and NEMSIS based

**Geocoding**

* Convert locations to latitude and longitude
* Create closest or fastest distances between two points and auto-calculate fractional mileages
* Export and create heatmaps
* Bio Surveillance alerting

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# Attachment C

**Remote Downloader**

* Windows Service installed at client side to auto-download data
    * ZOLL ASCII file, XML, PDF, Images, signatures, or any combination
    * Includes PDF of chart, signature forms, and attachments
    * Can also be used for HIE, FirstWatch, local storage for reporting, etc.

**CAD Import: Central Square**

* Import CAD data into all documentation platforms
* View dispatch audit report for reconciling dispatches to ePCR counts
* Raw CAD data is available in analytics
* Will re-evaluate values for import to assess quality and content then update the data feed
* CAD Vendor may have additional fees

**Research Module**

* Create retrospective questionnaires on data triggered from the ePCR
* Invite other emsCharts users to participate in your research
* View Statistics online

**Hospital Login for receiving facilities**

* Hospital staff can login to their facility as a receiving facility to: Subscription Fee: Included
    * View locked / complete charts
    * View incomplete charts being brought to their facility (marked draft)
    * Print ePCR's and attachments at any time
* Enter outcome data
    * Data is rerouted back to transporting in crew in HIPAA compliant manner for follow up
    * Add unlimited users for access
    * For example: Medical records, Medical Directors, Stroke or STEMI coordinators, etc.

**Implementation and Training**

**Setup Fee** Included

* NEMSIS dataset
* State schematron(s)
* Online manuals and technotes

**Online Training** Included

* Webinar Training for administrators (Train-the-trainer)
* Movies or online documentation available

**Account Management** One-Time: $ 1,712

* Subject Matter Expert assignment to assist with implementation
* Available post implementation for consultation on projects
* Weekly Project Management meetings to assist with implementation

**Support** Included

* Standard Support: M-F 0800-2000 Eastern
* Emergency Support: 24/7/365
* Electronic Ticketing System

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# Attachment C

## Hospital Integrations

### Bi - Directional HL7 integrations with local hospitals

* emsCharts hospital interface (Called "Care Exchange") has been installed all over the country
* Prefer to use Care Exchange as the engine for real time discrete data exchange
    * Can work with other interoperability systems
* emsCharts will work closely with Williamson County EMS for hospital integration projects
    * Interface is agnostic of ePCR vendor
* Hospitals need to be involved in the integration project
* Functionality includes
    * Import hospital ADT data into the ePCR
    * Send data back (MDM) to the hospital for compliance
    * Receive update information (John Doe)/Outcome information into the ePCR
* Reporting and Analytics on data received from hospitals and health systems
* Cost
    * Set up (One-Time) fee: $ 10,000
    * Annual Subscription (recurring) fee: Patient volume based

### Interfacing to other hospital exchange systems (in this case ESO)

* emsCharts ePCR data (XML and PDF) can be configured to download to ESO's platform
    * Via Remote Downloader installed at ESO
* ESO will use data to submit to the hospital
* ESO should provide a portal for agencies to login and view patient and outcome data
* Note: emsCharts is currently submitting NEMSIS data to a number of state systems in which they vendor

## Services

### Legacy Data Import (Data Migration

* Import a NEMSIS 3.3 or 3.4 XML File into Account No Charge
    * Compliant assuming vendor is sending a NEMSIS 3.3 or 3.4 with imbedded PDF
    * Not designed to create a full medical legal ePCR
    * If PDF is imbedded in NEMSIS 3 files PDF's will be auto attached to the ePCR
    * Standard search tools available to find historically PDF of ESO ePCR
    * emsCharts will need to evaluate sample XML file prior to import !

* Texas DSHS Data
    * Using NEMSIS data instead of Trauma Data
* Existing HDE Outcome Data
    * Data values will need to be evaluated prior to agreeing to be imported
    * Sample list of values and format is requested

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# Attachment C

Date: 9/9/2019
Expiration D 11/8/2019
Williamson County EMS Pricing Schedule - 5 year Term

| | | | | | |
|---|---|---|---|---|---|
| ePCR Volume | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| Annual Price increase | | 1.5% | 1.5% | 1.5% | 1.5% |
| Year | 2020 | 2021 | 2022 | 2023 | 2024 |
| emsCharts.com | $ 17,124 | $17,381 | $ 17,642 | $ 17,906 | $ 18,175 |
| Mobile | $ 6,852 | $ 6,955 | $ 7,059 | $ 7,165 | $ 7,272 |
| EKG Import into Mobile / Web | $ 4,284 | $ 4,348 | $ 4,413 | $ 4,480 | $ 4,547 |
| Billing Export | $ 2,568 | $ 2,607 | $ 2,646 | $ 2,685 | $ 2,726 |
| Geocoding (GIS) | $ 3,420 | $ 3,471 | $ 3,523 | $ 3,576 | $ 3,630 |
| Remote Downloader | $ 2,916 | $ 2,960 | $ 3,004 | $ 3,049 | $ 3,095 |
| CAD Import | $ 2,568 | $ 2,607 | $ 2,646 | $ 2,685 | $ 2,726 |
| Research | $ 3,420 | $ 3,471 | $ 3,523 | $ 3,576 | $ 3,630 |
| Hospital Access | Included | Included | Included | Included | Included |
| **Annual Subscription:** | **$ 43,152** | **$43,799** | **$ 44,456** | **$ 45,123** | **$ 45,800** |

**Thank you for your business!**

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# emsCharts Service Agreement

This emsCharts Service Agreement (the "**Agreement**") is entered into on September 25th, 2019 ("**Effective Date**"), between Williamson County EMS ("**Customer**") and emsCharts, Inc ("**Vendor**" or "**emsCharts**"), a Pennsylvania corporation. Either the Customer or Vendor are individually referred to as the "**Party**," or together as the "**Parties**."

**WHEREAS**, Vendor has established and operates a proprietary web-based computer patient charting System ("**emsCharts**" or "**emsCharts Gold**"), that allows customers to create, maintain, access, manage and report information related to emergency medical care transport and other medical services; mobile data collection software for laptop computers ("**emsCharts Mobile**") that allows onsite patient data collection; mobile data collection software for tablet computers ("**emsCharts Tablet**"); and other modules associated with emsCharts ("**emsCharts Modules**"); as well as a fire reporting capability ("**emsCharts Fire Reports**"); together the "**emsCharts System**".

**WHEREAS**, Customer desires to utilize these software products to assist in creating, maintaining, accessing, managing and reporting pre-hospital medical and operational information;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, both Customer and Vendor hereby agree as follows:

## 1. SERVICES PROVIDED BY VENDOR

1.1 Website. Customer and its authorized users (as defined and limited in Section 3.2 of this Agreement) shall be given access to the emsCharts website at all times except when unavailable due to upgrades or repairs, maintenance, or unexpected down time. The website shall provide Customer and its authorized users access to a proprietary computerized system for data input, manipulation and standard report generation per Vendor specifications.

1.2 Modifications/Customizations. Customer accepts the emsCharts System with standard functionality, reports, and queries existing at the time of purchase. If Customer requests custom functions, reports or queries, Vendor will advise Customer if such enhancements are currently being developed or will be placed on a future development list. If at that time Vendor does not plan to develop the enhancements as part of product standard features, Customer and Vendor may agree that Vendor will provide the enhancements for a development fee. No work on a Customer-requested enhancement will be undertaken unless Customer agrees in writing in advance to the scope and estimated cost of the enhancement. All enhancements, including all enhancements requested and paid for by Customer, shall become the property of Vendor and may be incorporated into versions made available to other customers.

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1.3 Documentation and Training. Vendor shall supply Customer with user manuals containing specifications and instructions. Vendor shall also provide Customer and its authorized users phone and web-based administrative support and configuration training for Vendor's products which Customer has licensed.

1.3.1 On-site training can be provided on a time and expense basis upon mutual agreement of both Customer and Vendor.

1.4 Customer Support. General phone support is available during Vendor regular business hours. Emergency phone support is available 24 hours per day, 7 days per week, through a designated communication center.

1.5 System Performance and Maintenance. System performance and maintenance shall be subject to the "**Service Levels and Maintenance Guidelines**" contained within Attachment A.

1.6 State Reporting. Vendor shall provide a means of collecting and transmitting Customer's pre-hospital data to a State regulatory body or designee in compliance with reasonable State regulations and requirements. Both Parties understand that State regulations are constantly changing, and Vendor shall have a reasonable timeframe to modify the underlying emsCharts systems and reporting mechanisms to comply with changing State regulations and requirements.

**2. CUSTOMER OBLIGATIONS**

2.1 Hardware and Software. For each workstation from which Customer desires access to emsCharts, Customer shall provide and install, at its own expense, hardware and software meeting the specifications set forth in the User Manual.

2.2 Internet Access. Customer shall be responsible for obtaining and paying for physical and digital connections of the computers to the Internet and minimum bandwidth requirements as set forth in the User Manual.

2.3 Upgrades. Customer shall be responsible for purchasing and installing any upgrades to hardware or software necessary to access future versions of the emsCharts System, including but not limited to, updated Operating Systems, Web Browsers, CPU, RAM, and hard disks. Vendor agrees to provide Customer with at least a six (6) month notice of any major changes that may require modifications to Customer's hardware or software.

2.4 Customer Representative. Customer shall designate a representative of Customer ("**Customer Representative**") to communicate with Vendor's Project Manager to facilitate the performance of this Agreement.

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## 3. LICENSE AND RESTRICTIONS ON USE

3.1 Grant of License. Upon receipt of applicable Service Fees during the full Term of this Agreement and subject to the terms of this Agreement, Vendor grants to Customer a non-exclusive, non-transferable, limited license to access and use emsCharts System during the Term only in the following manner: (a) by Customer and its authorized users remotely accessing and using the emsCharts System website; (b) for bona fide purposes relating to the input, manipulation and reporting of patient, other clinical and operational data created and modified by Customer and its authorized users, and for no other purposes.

3.2 Authorized Users.

3.2.1 Vendor shall give administrative rights to the Customer Representative or other Customer designee to establish user passwords for persons and entities Customer authorizes to access emsCharts, input data, retrieve data, or otherwise use the system ("**Authorized Users**"). Customer shall have exclusive control over the designation of authorized users. Customer and its authorized users are responsible for maintaining the confidentiality of all Passwords.

3.2.2 Customer is responsible to assure that its authorized users comply with the limitations of use set forth in Sections 3.2, 4.1, 4.2 and 4.3 of this Agreement and to enter into any Confidentiality Agreements with its authorized users that may be required by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act**"), or other Federal or State law.

3.2.3 In no event shall Customer or any authorized user knowingly allow access to the emsCharts System by any unauthorized user or by any person or entity who makes, markets, distributes or has any ownership or other economic interest in any service or product that would compete with the emsCharts System products or services provided under the terms of this Agreement, except with written prior approval from Vendor.

## 4. DATA

4.1 Ownership of Data. All data entered into the emsCharts System by Customer shall be considered the property of Customer and shall be kept Confidential by Vendor.

4.2 Access to Data. Only Customer and its authorized users may access Customer data. Vendor shall not be responsible for the unauthorized, illegal, or improper dissemination or use of data by Customer or its authorized users.

4.3 Protected Health Information. It is recognized by the parties that data entered by Customer and its authorized users will include Protected Health Information ("**PHI**") as that term is defined in HIPAA

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regulations at 45 CFR § 164.501. Vendor agrees to comply with applicable provisions of HIPAA as more fully set forth in the attached "**Business Associate Addendum**" contained within Attachment B.

4.3.1 Vendor represents that its software, database, servers and communication protocols and procedures, when properly utilized in accordance with this Agreement and the emsCharts User Manual, meet the security standards established by HIPAA for the protection of Protected Health Information.

4.4 Transfer and Removal of Data. Upon termination of this Agreement by either Party for any reason, or at any time requested by Customer in writing during the Term of this Agreement, Vendor shall transfer all data to Customer within thirty (30) days in a mutually agreed format. If Customer and Vendor cannot agree upon a format within thirty (30) days, Vendor shall have the right to transfer or store Customer's data in a generally accepted format such as XML. After termination and transfer of data to Customer, or at any other time requested by Customer, Vendor shall remove any and all Customer data from its servers unless such removal would violate a court order, law, regulation or other legal prohibition.

4.5 License to Data. Vendor will have a world-wide license to use Customer data entered into the emsCharts System on a royalty-free, perpetual use, and transferable license from Customer to Vendor. The transferability of the license will be limited to any parent or affiliated entity to Vendor that has common significant ownership.

4.6 HIPAA Compliance. Vendor's license to use data will be on a HIPAA de-identified basis as determined and regulations change time to time as to protected healthcare information and privacy.

**5. FEES**

5.1 Monthly Access Fees. Customer agrees to pay the fees set forth in the attached "**emsCharts Fee Schedule**" contained within Attachment C. All fees are on a cash or 30-day terms basis.

5.1.1 Customer stipulates that the current transportation and charting volumes identified in Attachment C are accurate as of the Effective Date of the Agreement. Further, Customer understands and agrees that increases or decreases in these volumes on a quarterly annualized or annual (trailing 12 months of actual volumes in cases where 12 months of actual volumes exist) basis will result in adjustments in the volume pricing tiers delineated in Attachment C. Vendor will provide Customer a 30-day notice of either price increases or decreases due based upon actual annualized volume adjustments. If the customer fees are being paid by a third party pursuant to a separate agreement, the Customer will be responsible for emsCharts fees if a change in billing agent occurs.

5.1.2 Customer agrees to make full payment within 30 days of the date of invoice and pay reasonable interest on any balance not paid within 30 days, except when the balance is subject

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to reasonable challenge by Customer made in good faith. emsCharts pricing contained in Exhibit C is based on cash payment. In the event Customer prefers the convenience of payment by credit card or other similar payment or purchase card methods of payment, Vendor will charge a convenience fee.

5.2 Other Charges/Costs. Customer is responsible for and shall pay all Internet connectivity and service charges and all other costs associated with obtaining and maintaining the required hardware and software required to access the emsCharts System. In addition, Vendor may charge Customer on a monthly basis increased costs associated with HIPAA costs associated with regulatory compliance as to protected healthcare information and security that is otherwise excluded from fees or pricing of fees in Attachment C. These costs will be allocated and amortized over all Vendor charged ePCR charts completed for all its customers.

## 6. VENDOR'S PROTECTED PROPERTY

6.1 No Transfer of Rights. All title and applicable common law and statutory rights in and to the emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules, including, but not limited to, rights in confidential and trade secret material, screen shots, screen layouts, business logic, source code, object code, user manuals, specifications, trademarks, service marks, logos, patents and copyrights, if any, and all derivative works therein shall, as between Customer and Vendor, be and remain the property of Vendor, and Customer will have no right, title or interest in any such property ("**Vendor's Protected Property**").

6.2 Forbidden Acts. Customer agrees not to copy, distribute, sell, reproduce, alter, enhance, modify, or reverse engineer, or use for any purpose other than the legitimate purposes authorized by this Agreement, any Vendor Protected Property. Customer also agrees not to develop comparable or competitive products.

6.3 Acts Allowed by Licensee. Notwithstanding the above, in the exercise of the rights and license granted hereunder, Customer may print or download management reports, patient care reports, and forms from the emsCharts System, provided that Customer keeps intact all copyright and other proprietary notices.

6.4 Acknowledgement of Rights. Customer acknowledges that Vendor's property rights in and to the emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules are valuable and unique and that such property rights are protected. Customer also acknowledges that it will preserve and protect the confidentiality of these products. In protecting the confidentiality of the emsCharts System, Customer shall, at a minimum, exercise the same degree of care and take the same actions that Customer exercises and takes with regard to the preservation and protection of its own confidential information and proprietary rights, but not less than a reasonable degree of care.

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## 7. TERM AND TERMINATION

7.1 Term. This Agreement shall be considered effective as of the Effective Date and shall continue in effect until terminated pursuant to the terms of this Agreement (the "**Term**").

7.2 Termination Without Cause. At any time after the Effective Date, Customer shall have the right to terminate this Agreement for any reason or no reason upon thirty (30) days written notice to Vendor, and Vendor shall have the right to terminate for any reason or no reason upon one hundred eighty (180) days written notice to Customer.

7.3 Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days written notice if the other Party is in default of any material term of this Agreement. A Party shall be in default of any material term if it has failed to comply with such term for at least thirty (30) days after receipt of a written description of the failure by the other Party. However, non-payment of Vendor invoices, after notification by Vendor, will be Vendor cause for termination and will not require 30-day notice.

7.4 Termination of Product. At any time after the Effective Date, Vendor shall have the right to terminate its involvement with or discontinue marketing and/or maintaining the emsCharts System. Under such circumstances, Vendor will use its best efforts to give Customer not less than one hundred eighty (180) days prior written notice of termination of this Agreement, and to either find alternate means of providing the same or similar services to Customer or to provide any source code necessary for Customer to create software or transfer or download data to another software product that can produce similar functionality for Customer. The provisions of such source code for the limited purposes set forth in this paragraph shall not transfer to Customer any ownership interest in the source code and shall not affect Vendor's ownership rights in the source code and the emsCharts System.

7.5 Termination of License. Upon termination of this Agreement for any reason, Customer's license to access and use the emsCharts System and the right or authority of any other users designated or authorized by Customer to access and use emsCharts shall cease immediately. Thereafter, neither Customer nor any user designated or authorized by Customer shall access or a license to use emsCharts for any reason or purpose without the express written authorization of Vendor.

7.6 Survival after Termination. The obligations, limitations and restrictions set forth in Sections 4.1, 4.2, 4.3, 4.4, 5, 6.1, 6.2, 6.4, 7.4, 7.5, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3 and 10.4 of this Agreement shall survive any termination of this Agreement.

## 8. WARRANTIES

8.1 Limited Warranty. Vendor represents and warrants that:

(a) it is a corporation in good standing under the laws of Pennsylvania with full authority to execute and perform this Agreement; and

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(b) The emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules will perform in accordance with the specifications provided as part of the emsCharts User Manual and in accordance with the Maintenance and Service Level Guidelines set forth in Attachment A.

8.1.1 This limited warranty shall not apply if Customer has not complied with all the requirements of this Agreement, including the hardware and software and Internet requirements set forth in the emsCharts User Manual.

8.2 No Other Warranties. THE LIMITED WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER ARISING BY COURSE OF DEALING, PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8.3 No Oral or Conflicting Warranties. No Vendor employee or representative is authorized to make any promise or warranty to Customer that differs from or adds to the warranties set forth in this Agreement, and no such promise or warranty shall be effective unless set forth in writing and signed by an officer of Vendor.

**9. DAMAGES, LIABILITY, LEGAL REMEDIES**

9.1 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall Vendor (or any member, officer, employee, agent or other representative) have obligations or liability to Customer or any other person for loss of profits, loss of use, loss of good will, or incidental, special or consequential damages or costs associated therewith, whether based in contract, tort, strict liability, or any other theory or form of action arising out of or in connection with any service, product, act, inaction, duty, warranty, promise, obligation or representation of Vendor (or any member, officer, employee, agent or other representative), even if Vendor has been advised of, knew or should have known of the possibility thereof.

9.2 Limitation of Damages. Damages for non-performance are limited to the damages set forth in Attachment A. If for any reason it is determined that Vendor is liable to Customer for money damages, in no event shall the liability of Vendor (or any member, officer, employee, agent or other representative) in connection with any loss of data, service, product, act, inaction, duty, warranty, promise, obligation or representation, exceed the greater of (i) the actual amount paid by Customer to Vendor under this Agreement; or (ii) the amount of insurance proceeds payable to Customer under Vendor's policies.

9.3 Applicable Law and Jurisdiction. Subject to the limitations of Section 9.4, the parties agree that any claim, action or dispute, whether at law or in equity, between them and arising out of this

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Agreement or the existence, use, condition, validity, function or operation of emsCharts, shall be governed by the laws of Pennsylvania and the City of Pittsburgh..

## 10. ACCESS TO BOOKS AND RECORDS

10.1 Vendor Documents. Vendor agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Vendor and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Vendor agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Vendor agrees to promptly notify Customer of any request it receives for access to Vendor records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Customer deems such request to be inappropriate, then it may file an objection. Any proceeding regarding Customer objections will be pursued at Customer's sole cost and expense, provided, however, that Vendor will provide reasonable cooperation with Customer.

10.2 Customer Documents. Customer agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Customer, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Customer agrees to retain such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Customer agrees to promptly notify Vendor of any request it receives for access to Customer records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Vendor deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding Vendor objections will be pursued at Vendor's sole cost and expense, provided, however, that Customer will provide reasonable cooperation with Vendor.

10.3 Subcontractors. Vendor and Customer agree that their subcontractors will similarly be required by them to retain and give access to similar books, documents and records.

10.4 Compliance with Requests. Compliance with any governmental request for information shall not provide a basis for a claim for any compensation under this Agreement.

## 11. MISCELLANEOUS

11.1 Assignment. The rights and obligations of either Party under this Agreement shall not be assignable, whether by contract, merger, operation of law or otherwise, without the prior written

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consent of the other. Notwithstanding the foregoing, the rights and obligations of either Party may be assigned to a successor corporation or entity of either Party or a corporation or entity that purchases or obtains all or substantially all of the assets of either Party. Vendor may also assign its rights and obligations to a corporation or other entity wholly or Partly owned by Vendor.

11.2 Force Majeure. If the performance of any Party to this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, hurricane, earthquake, tornado, snow, riot, terrorist act, war, conflict, fire, judicial or governmental action, labor disputes, interruption of telephone lines or electronic delivery systems, software or computer hardware defect or viruses (not caused by Vendor or someone under the control of Vendor), acts or omissions of third parties outside the control of Vendor (including but not limited to acts or omissions of any third party service provider or equipment vendor, messenger service or telephone carrier), acts of God, or any other causes or conditions reasonably beyond the control of either Party, that Party shall be excused from such performance to the extent and for the time period that such performance is prevented, hindered or delayed by such causes.

11.3 Entire Agreement and Incorporated Documents. This Agreement constitutes the full understanding and entire agreement between the parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement shall be binding unless made in writing and signed by both parties. The following documents are expressly incorporated, as if copied in full, into this Agreement:

1. Williamson County RFP #1908-296;
2. emsCharts' Response to RFP #1908-296; and
3. Any required insurance certificates evidencing required coverages.

In the event of a dispute under the Agreement, the following order of precedence shall apply to the Agreement documents:

1. Williamson County RFP #1908-296 and its addenda (if applicable); and
2. emsCharts' Response to RFP #1908-296
3. This Agreement and its attachments.

11.4 Notices. All notices, requests, demands, or other communications from one Party to the other under this Agreement shall be in writing. This contact information can also be used for all billing notices. Delivery of such written notice can be given either directly or via certified mail or overnight courier using the following contact information:

| **Customer** | | **emsCharts, Inc.** | |
|---|---|---|---|
| Company: | _____ | Company: | emsCharts |
| Attn: | _____ | Attn: | CFO |
| Address: | _____ | Address: | 420 Commonwealth Dr |
| | _____ | | Suite 200 |

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| | | | |
|---|---|---|---|
| City/State/Zip: | _____ | City/State/Zip: | Warrendale, PA 15086 |
| Phone: | _____ | Phone: | 866.647.8282 |
| Fax: | _____ | Fax: | 724.933.9333 |
| Email: | _____ | Email: | CRM@emsCharts.com |

11.5 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or granting rights or benefits hereunder to anyone other than Customer and Vendor.

11.6 Notification of Adverse Events. Each Party shall be obligated to immediately notify the other if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization, or if it is sanctioned or disciplined by any such agency or organization.

11.7 Independent Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision of this Agreement is determined to be invalid and/or contrary to any existing or future law, regulation, rule and/or order, such invalidity shall not impair the operations of, or affect all those portions of this Agreement which are valid.

11.8 Independent Contractors. Neither Party intends, and nothing contained herein shall be construed, to create a joint venture, partnership or principal and agent relationship between the parties, and accordingly, neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

**IN WITNESS WHEREOF**, both Parties hereby execute this Agreement as of the Effective Date.

| **Customer** | | **emsCharts** | |
|---|---|---|---|
| By: | _____ | By: | DocuSigned by: Peter Goutmann 7FBAE75B50A1463... |
| Name: | _____ | Name: | Peter Goutmann |
| Title: | _____ | Title: | President |
| Date: | _____ | Date: | 9/25/2019 |

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# Attachment A
# Maintenance and Service Level Guidelines

## I. DEFINITIONS

A. "Regular or Peak Hours": The hours of 7:00a to 11:00p Eastern Time or 4:00a to 8:00p Pacific Time.
B. "Non-Peak Hours": All other hours in a day that are not "Regular or Peak Hours."
C. "Non-Critical System Maintenance": Maintenance that is not necessary to maintain the integrity of data or system stability.
D. "Critical System Maintenance": Maintenance that is necessary to maintain the integrity of data or system stability.
E. "Critical Problem": Any problem encountered by Customer that materially and adversely interferes with Customer's use of emsCharts.
F. "Non-Critical Problem": Any problem encountered by Customer involving the use of emsCharts that does not materially or adversely interfere with Customer's use.

## II. MAINTENANCE AND REMEDIAL WORK

A. Scheduled and Non-Scheduled Maintenance.

1. Non-Critical System Maintenance. Vendor will use best efforts to carry out Non-Critical System Maintenance during Non-Peak hours. If downtime is anticipated to be less than 15 minutes, at least 4 hours prior notice will be given as an application message on the system. If downtime is anticipated to be between 16 and 90 minutes, at least 24 hours prior notice will be given using both application messages and email notification to the service administrator as listed by Customer in the application configuration. If downtime is anticipated to be greater than 90 minutes, at least 72 hours prior notice will be made using both application messages and email notification to the service administrator as listed in the application configuration.

2. Critical System Maintenance. Critical system maintenance may be performed whenever it is deemed necessary by Vendor to maintain the integrity of data or the stability of the system.

B. Remedial Work.

1. Critical Problem. In the event of a critical problem, Vendor will use all efforts to correct a verifiable, reproducible problem within 1 business day (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.

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2. Non-Critical Problem. In the event of a non-critical problem, Vendor will use reasonable efforts to correct a verifiable, reproducible non-critical problem within 5 business days (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.

3. Exclusions. Vendor's obligations to correct problems, make repairs, provide maintenance or provide other services (the "**Remedial Work**") shall not include:

A. Remedial work for anything other than to the emsCharts System.

B. Any remedial work in any way required by or related to the following:

1. Customer or Customer's representative's designs, specifications or instructions
2. Customer failure to fulfill any of Customer obligations or responsibilities under the Agreement
3. Failure by Customer to comply with Vendor's written instructions or recommendations
4. Customer or any Customer's designated third party using or combining any component of emsCharts, and emsCharts Mobile, emsCharts Tablet, with any incompatible product or service that does not properly exchange data with emsCharts
5. Alteration or improper use of emsCharts by Customer or others
6. A failure to use or install error corrections, repairs, updates or upgrades or take other reasonable actions recommended by Vendor so that products functions properly
7. Customer's own hardware, software, equipment or facilities
8. Design or manufacturing defects in any products or services not made and provided by Vendor
9. A failure of a Customer local area network or wide area network that prevents the transmission of data intended for review at the destination. This includes any disruptions of Customer telephone lines, Customer ISP connections to the Internet and any electronic delivery systems that constitute the Internet backbone.
10. Anything beyond Vendor's reasonable control. This includes, but is not limited to, any acts of God, widespread power outages or telecommunication disruptions, and/or the illegal activity of virus writers and/or hackers who deliberately produce material/actions that disrupt the connectivity between Customer and Vendor, including a denial of service attack.
11. Any planned downtime or maintenance communicated by Vendor to Customer. Communication may include notices on Vendor's web site.

## III. SERVICE LEVEL COMMITMENT

A. Availability Commitment - Definition and Calculation. emsCharts shall be Available for Customer Usage 98% of the time during any one calendar month. "Available for Customer Usage" means that emsCharts is functioning and is not subject to "Downtime." "Downtime" equals the time during which emsCharts is functioning with a Critical Problem or not functioning due to a Critical Problem. Downtime will commence when Customer notifies Vendor that emsCharts is unavailable for use as a result of a

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Critical Problem. Downtime will end as soon as the Critical Problem is cured and emsCharts is available for use without a Critical Problem. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Availability.

B. Availability Commitment - Performance and Remedy. In the event that Vendor does not meet its Availability Commitment during any calendar month during the Term, Customer's next monthly invoice shall be reduced by 10% plus an additional 1% for each 1% increment below the Availability Commitment.

C. Reliability Commitment - Definition and Calculation. Reliability, for purposes of this Agreement, is defined as the number of consecutive calendar months during the Term of this Agreement when the emsCharts Availability Commitment is not met. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Reliability.

D. Reliability Commitment - Performance and Remedy. In the event that emsCharts does not meet its Reliability Commitment during the Term, the following remedies will be available to Customer and enforceable at the Customer's discretion:

1. emsCharts does not meet Availability Commitment (regardless of by what %) for two (2) consecutive months: 25% reduction (above Availability remedy) in next monthly invoice.
2. emsCharts does not meet Availability Commitment (regardless of by what %) for three (3) consecutive months: 40% reduction (above Availability remedy) in next monthly invoice.
3. emsCharts does not meet Availability Commitment (regardless of by what %) for four (4) consecutive months: Vendor is in default of Agreement and Customer may exercise any available remedy for Termination at its sole discretion or may take a 50% reduction (above Availability remedy) in next monthly invoice.

E. Reliability Commitment – Liquidated Damages. All remedies provided to Customer are in the form of liquidated damages against Vendor. As noted elsewhere in this Agreement, Vendor has offered this Service Level Agreement and associated liquidated damages as the sole recourse for the Customer in the event of performance problems with or non-performance of emsCharts. All other damages that the Customer may pursue are limited as noted elsewhere in this Agreement.

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## Attachment B
## HIPAA Business Associate Addendum

This Business Associate Addendum ("**BAA**), dated as of September 25th, 2019, supplements and is made a part of the Services Agreement (as defined below) by and between Covered Entity (as defined below) and emsCharts ("**Business Associate**").

**WHEREAS**, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("**HIPAA**"), and related regulations promulgated by the Secretary ("**HIPAA Regulations**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HI**TECH Act**").

**WHEREAS**, in light of the foregoing and the requirements of the HIPAA, the HITECH Act and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

**1. Definitions.**

a. General. Terms used, but not otherwise defined, in this Addendum shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

b. Specific.

i. Covered Entity. "**Covered Entity**" shall mean all entities, individually and collectively, which have entered into a Services Agreement (as defined below) with Business Associate and are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly, or in the future control, are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly. Business Associate shall fulfill each of its responsibilities under this Addendum to each Covered Entity covered by this Addendum.

ii. Breach. "**Breach**" shall have the same meaning as the term "breach" in the HITECH Act, Section 13400(1).

iii. Electronic Health Record. "**Electronic Health Record**" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

iv. Electronic Protected Health Information. "**Electronic Protected Health Information**" shall have the same meaning as the term "electronic protected health information" in 45 CFR

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160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

v. Individual. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

vi. Privacy Rule. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

vii. Protected Health Information. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

viii. Required by Law. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

ix. Secretary, "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

x. Security Rule. "**Security Rule**" shall mean the Security Standards at 45 CFR part 160 and part 164.

xi. Services Agreement. "**Services Agreement**" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information, The Services Agreement is amended by and incorporates the terms of this Addendum.

xii. Unsecured Protected Health Information. "**Unsecured Protected Health Information**" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

**2. Obligations and Activities of Business Associate.**

a. Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this Addendum or as Required by Law. Business Associate shall comply with the provisions of this Addendum relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate will:

i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule;

ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;

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iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

c. Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Addendum of which Business Associate becomes aware.

d. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this Addendum (including, without limitation, any successful Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Addendum and/or any successful Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall

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notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2j. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

**3. Permitted Uses and Disclosures by Business Associate.**

a. Services Agreement. Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Use for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Reporting Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § I64.502(j)(l); provided,

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however, that Business Associate gives Covered Entity at least thirty (30) days prior written notice of its intention to report any such violation of law and the facts or circumstances related thereto.

**4. Permissible Requests by Covered Entity**

a. Except as set forth in Section 3 of this Addendum, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**5. Term and Termination**

a. Term**.** The term of this Addendum shall be co-terminus with the Services Agreement. However, the provisions of this Addendum shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum, Covered Entity shall either:

i. In its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Addendum; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

c. Effect of Termination.

i. Upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information, If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Electronic Transaction Standards. To the extent that Business Associate or its products

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perform all or part of any transaction for which the Secretary has adopted a standard under HIPAA ("**Covered Transactions**") on the Covered Entity's behalf, the following shall apply:

a. Compliance with HIPAA Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any Covered Transactions. Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

b. Agents and Subcontractors. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with all applicable requirements of HIPAA, including without limitation, compliance with 45 CFR Part 162.

**7. Miscellaneous**

a. Regulatory References. A reference in this Addendum to a section in HIPAA or HIPAA Regulations, or the HITECH Act, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b. Amendment. The parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, HIPAA Regulations and the HITECH Act.

c Survival. The respective rights and obligations of Business Associate under Section 5,c. of this Addendum shall survive the termination of the Services Agreement.

d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and HIPAA Regulations.

e. Miscellaneous. The terms of this Addendum are hereby incorporated into the Services Agreement.

i. Except as otherwise set forth in Section 7.d. of this Addendum, in the event of a conflict between the terms of this Addendum and the terms of the Services Agreement, the terms of this Addendum shall prevail.

ii. The terms of the Agreement which are not modified by this Addendum shall remain in full force and effect in accordance with the terms thereof.

iii. Each Party to this Addendum hereby agrees and consents that any legal action or proceeding with respect to this Addendum shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located.

iv. The Services Agreement together with this Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein.

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v. This Addendum may be executed in counterparts, each of which when taken together shall constitute one original.

vi. No amendments or modifications to this Addendum shall be affected unless executed by both parties in writing.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum as of the date set forth above.

| **Covered Entity** | **Business Associate** |
|---|---|
| _____ | **emsCharts** |
| By: _____ | By: DocuSigned by: Peter Goutmann 7FBAE75B50A1463... |
| Name: _____ | Name: Peter Goutmann |
| Title: _____ | Title: President |
| Date: _____ | Date: 9/25/2019 |

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## Attachment C
## Fee Schedule

The Fee Schedule shown below comprises the fees associated with this Agreement and the emsCharts System. This Fee Schedule is based upon the transport and charting volumes reported by the Customer as of the Effective Date of this Agreement. Future transport volume will be determined through the analysis of the production use of the emsCharts System. Both Parties acknowledge that future quarterly annualized or annual (trailing 12 months of actual volumes) volumes may increase or decrease from the volumes included in this initial Fee Schedule.

As stated within Section 5.1.1 of the Service Agreement, Customer understands and agrees that increases or decreases in these quarterly annualized or annual (trailing 12 months of actual volumes) volumes will result in adjustments in the volume pricing.

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## emsCharts
## Accounts Payable Form

Please fill out the form below, providing current information for invoicing and Accounts Payable for your agency, and return with your signed emsCharts Service Agreement.

**Accounts Payable Contact Information**

**Contracted Service Name**: _____
*What is the name of the EMS Agency that is contracting with emsCharts?*

**Accounts Payable Department:** _____
*If different from Agency name*

**Address**: _____

_____

**City, State, Zip**: _____

**Invoicing Contact Information (To whom should invoices be sent?)**

**Name**: _____
**Email**: _____
**Phone**: _____
*Invoices are sent electronically to the email address provided above.*

**Invoicing Terms**

**Frequency (Please check one):** □ Monthly □ Annually
*Annual payments may be eligible for a 5% discount*

**Does your agency require a Purchase Order number on invoices?**
□ Yes □ No

**If Yes, is the Purchase Order for emsCharts attached?**
□ Yes □ No

**Please provide any additional information important for proper invoicing to your agency:**

_____

_____

_____

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## Introduction from emsCharts Sales Team

Thank you for your interest in emsCharts! Attached, please find the emsCharts Service Agreement document for your review. We look forward to having you join our growing family of satisfied emsCharts customers. Below is an explanation of the emsCharts Service Agreement:

**Service Agreement** – the emsCharts Service Agreement is provided as a PDF file. Please complete contact information in Section 11.4 and complete the signature block after Section 11.8 and have an authorized signatory sign the emsCharts Service Agreement. Please forward to emsCharts for review and countersignature. If you require changes to the emsCharts Service Agreement, please request a copy in MS Word for you to make changes and return electronically, pending our approval.

**HIPAA Business Associate Addendum (Attachment B)** – Please review and sign the emsCharts Business Associated Addendum (BAA) and return to emsCharts for counter signature.

**Fee Schedule (Attachment C)** – The emsCharts Price Quote is provided in Attachment C. Please review this document and keep a copy for your records. As stated, this emsCharts Fee Schedule may be adjusted up or down based upon future transport volume. Advanced notification will be provided prior to any adjustment of the emsCharts Pricing Tier.

To expedite processing of your order for emsCharts, please send the following completed documents to emsCharts via Email to contracts@emsCharts.com or via Fax to 724.933.9333:

1. Signature Page of emsCharts Service Agreement
2. Signature Page of emsCharts Business Associate Addendum (Attachment B)
3. Accounts Payable Form
4. Tax Exempt Certificate (if applicable)

You may also mail a completed Service Agreement to:

emsCharts
420 Commonwealth Drive, Suite 200
Warrendale, PA 15086

We appreciate your business and look forward to working with you. If you have any questions regarding emsCharts or the Service Agreement, please contact emsCharts via Email sales@emscharts.com or via phone at 866.647.8282. Thank you again for your interest in emsCharts!

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# Williamson County Emergency Medical Services

*To Respect, Care and Serve*

September 16, 2019

Randy Barker
Purchasing Agent – Director
100 Wilco Way, #P101
Georgetown, TX 78626

Re: RFP 1902-296
EMS ePCR

Mr. Barker,

After receiving, reviewing, and testing responses to the EMS ePCR RFP, I am recommending that Williamson County Commissioner's Court award the contract to emsCharts, Inc. Please do not hesitate to contact me with any additional questions regarding the process or recommendation.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

# Williamson County
# RFP 1902-296
# EMS ePCR

It is the recommendation of the RFP 1902-296 EMS ePCR Evaluation Committee that the selection will be emsCharts, Inc.

Selection Criteria was based as follows:

| % | Criteria Categories | Category Winner | Points Awarded |
|---|---|---|---|
| 45% | Price | Physio-Control, Inc. | 45 |
| 55% | Weighted Requirements | emsCharts, Inc. | 55 |

| Overall Winner | Points Awarded |
|---|---|
| emsCharts, Inc | 55 |

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 10/08/2019

Malpractice Insurance for Williamson County EMS

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage for Williamson County EMS from Higginbotham Insurance.

### Background

Purchasing solicited quotes for coverage of malpractice insurance. The request was issued for a period of 1 week and specifically submitted to those vendors known to provide the type of coverage required by the County. Traditionally we receive no responses to our solicitations, formal or informal. No responses were received for this request. EMS then reached out to their current carrier for a new proposal to continue coverage. There are numerous factors indicating that the benefits outweigh the risks of the county being self-insured with regard to EMS workers. As a result, the recommendation is to accept the coverage quoted for FY20 by Higginbotham for EMS workers, in the amount of $23,881.00 for the annual premium. Funding source 01.0100.0540.004410. Department point of contact Mike Knipstein.

## Fiscal Impact

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

## Attachments

Insurance Proposal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 08:49 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:04 AM |
| Form Started By: Thomas Skiles | | Started On: 09/30/2019 09:54 AM |
| Final Approval Date: 10/03/2019 | | |

Business Insurance
Employee Benefits
Retirement Plans
Executive Benefits
Life Insurance
Home & Auto
Risk Management
Benefits Administration

HIGGINBOTHAM

Global Reach. Local Touch.
**Single Source.**




# INSURANCE PROPOSAL

2010 SW HK Dodgen Loop
Suit 106
Temple, TX 76504
254-217-8624
www.higginbotham.net

## Williamson County EMS

## *Your Business Insurance Service Team*

| Core Service Team | | |
|---|---|---|
| **Producer**<br>**Austin Malone** | (254)217-8625 | amalone@higginbotham.net |
| **Marketer**<br>**Allison Lueck** | (254)217-8624 | alueck@higginbotham.net |
| **CSR**<br>*Minnie Ortiz* | (254)217-8628 | mortiz@higginbotham.net |

| Specialty Service Team | | |
|---|---|---|
| **Vance Lee, CSP, ARM**<br>*Director of Risk Management* | (214) 346-4122 | vlee@higginbotham.net |
| **Troy Koonsman**<br>*Claims Operations Manager* | (817) 347-7013 | tkoonsman@higginbotham.net |
| **Michelle Jones, JD, CRIS, MLIS**<br>*Director of Contract Review* | (817) 349-2306 | mjones@higginbotham.net |
| **Kevin Springer**<br>*Claims Specialist, Account Executive* | (214) 346-4106 | kspringer@higginbotham.net |
| **James Reed, AIC**<br>*Claims Specialist, Account Executive* | (214) 868-5757 | jreed@higginbotham.net |
| **Catie Roberts, ARM**<br>*Sr. Account Executive, Succeed Coordinator* | (214) 360-6884 | croberts@higginbotham.net |
| **Certificates**<br>*Certificate of Insurance Service Representative* | (xxxx) xxx-xxxx | xxxxxxxx@higginbotham.net |
| **Claims Reporting**<br>*Available 24/7 via Telephone Option 3* | (800) 728-2374 | claims@higginbotham.net |
| **Yanette Meza**<br>*ZyWave/Succeed Coordinator* | (214) 346-4126 | ymeza@higginbotham.net |

## *Supplement to Proposal*

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

Date: 9/9/2019

## Insurance Proposal For:

Williamson County E.M.S.
303 Martin Luther King Drive
Georgetown, TX 78626

| | |
|---|---|
| **Presented By:**<br>Higginbotham Insurance Agency, Inc.<br>500 West 13th Street<br>Fort Worth, TX 76102<br><br>Phone: (800) 247-0712<br>Fax: (214) 987-2834 | **Emergency Services Insurance Program**<br>McNeil & Company Insurance and Risk Services<br>P.O. Box 5670<br>20 Church Street<br>Cortland, NY 13045<br>Phone: (800) 822-3747<br>Fax: (607) 756-5051<br>Website: www.esip.com |
| **Carrier:** Arch Insurance Company A.M. Best Rating: A+ Superior | |

***This proposal is valid for 90 days.***

# DISCLAIMER

**GENERAL CONDITIONS:**

**This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.**

**The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.**

**Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.**

**Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.**

# OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at www.esip.com.

## Named Insured will read on the policy as:

**First Named Insured:**

Williamson County E.M.S.

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

## Limits of Insurance

| | |
|---|---|
| **General Aggregate** | $10,000,000 |
| **Products/Completed Operations Aggregate** | $10,000,000 |
| **Each Occurrence** | $1,000,000 |
| **Personal & Advertising Injury** | $1,000,000 |
| **Damage to Premises Rented to You *** | $100,000 |
| * Damage by Fire, Lightning or Explosion | |
| **Medical Expense** | $5,000 |

## Schedule of all Premises you Own, Rent or Occupy

**Location 1: 1781 E Old Settlers Blvd, Round Rock, TX 78665**

**Location 2: 150 Church Park St, Cedar Park, TX 78613**

**Location 3: 450 FM 1105, Georgetown, TX 78626**

**Location 4: 1612  Red Bud Ln., Round Rock, TX 78664**

**Location 5: 350 Deepwood Dr, Round Rock, TX 78681**

**Location 6: 1991 Rawhide Dr, Round Rock, TX 78681**

**Location 7: 200 Bagdad St, Leander, TX 78641**

**Location 8: 1311 Highland Dr, Cedar Park, TX 78613**

**Location 9: 301 Loop 332 , Liberty Hill, TX 78642**

**Location 10: 155 County Rd 313, Jarrell, TX 76537**

**Location 11: 2604 Northlawn Dr , Taylor, TX 76574**

**Location 12: 1427 N Main St, Taylor, TX 76574**

**Location 13: 501 Exchange Blvd , Hutto, TX 78634**

**Location 14: 16248 Great Oaks Dr, Round Rock, TX 78681**

**Location 15: 1570 Cypress Creek Rd, Cedar Park, TX 78613**

## Schedule of all Premises you Own, Rent or Occupy

**Location 16: 1501 Cottonwood Creek Dr, Cedar Park, TX 78613**

**Location 17: 2721 Sam Bass Rd, Round Rock, TX 78681**

**Location 18: 3189 SE Inner Loop, Georgetown, TX 78626**

**Location 19: 301 S Patterson Ave, Florence, TX 76527**

## Coverages Included

**Watercraft**

**Owned Watercraft less than 35 feet**

**Owned Unmanned Aircraft (Drones)**

**Contractual Liability**

**Fund Raising Activities**

**Host Liquor Liability**

**Temporary Liquor Liability for Events Lasting 10 Days or Less**

**Members as Insureds**

Includes Physicians acting within the scope of their duties for Insured

**Fire and Rescue Service Liability**

Emergency Services E&O
Medical Malpractice Liability
Dispatcher's Liability
Medical Director's E&O
Good Samaritan Liability

**Emergency Services Liability**

Directors and Officers Liability
Spousal Liability
Estates, Heirs & Legal Representatives Liability
Employee Benefits Liability
Employment Related Practices Liability
Unintentional Release of Individually Identifiable Health Information
Outside Directorships
$100,000 Non-Monetary Relief

## Coverages Included

**Pollution Liability**

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

$1,000,000 Sub-Limit for Corrective Action Costs

Includes short term pollution events arising from pesticide or herbicide application

**Fellow Member Liability**

Bodily Injury and Property Damage

**Property Damage to Rented Premises (other than fire) $50,000**

**Enhanced Property Damage**

Use of Reasonable Force to Protect Persons or Property

**Bail Bonds - $5,000**

**Your Expenses - $1,000 per day**

**Blanket Additional Insured**

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

**Waiver of Subrogation**

**Newly Acquired/Formed Organizations - 180 Days**

**Duties in the Event of an Occurrence, Offense, Claim or Suit**

Limits Persons Required to Give Notice

**Liberalization**

**Bodily Injury Includes Mental Anguish**

**Damage to Customer's Autos - $50,000**

# Coverages Included

## Damage to Patient's Property - $50,000

# Coverages Included

## Network Security & Data Breach Liability

| | |
|---|---|
| Network Security & Data Breach Liability Each Event Limit | $1,000,000 |
| Network Security & Data Breach Liability Aggregate Limit | $10,000,000 |
| Network Security & Data Breach Liability Retroactive Date | 10/09/2014 |

Provides liability coverage for third party claims or suits involving:

- Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system
- Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information
- Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information
- Transmission of malware from your computer system
- A denial of service attack which blocks access to your website or computer system

Coverage applies to personally identifiable information of your members.
Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

## Privacy Event Mitigation Expense

| | |
|---|---|
| Privacy Event Mitigation Expense Each Event Limit | $50,000 |
| Privacy Event Mitigation Expense Aggregate Limit | $50,000 |
| Privacy Event Mitigation Expense Retroactive Date | 10/09/2014 |

Provides coverage for reasonable and necessary fees and expenses for:

- Computer forensic analysis of your computer system to determine the cause and extent of the privacy event
- Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response
- Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event
- Costs associated with notifying affected parties of the privacy event
- Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

McNeil & Co.’s commitment to our client doesn’t end with our comprehensive, industry-tailored polices. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with every policy we write.

## ESIP RISK MANAGEMENT SERVICESÿ

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

## Don't Forget Aboutÿ

E-LEARNING® BY McNeil&Co.

E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

**For more information on our Risk Management Services or E-Learning, visit esip.com or call 1-800-822-3747 ext. 176.**

## Policy Premium

| | Premium | Includes TRIA of | Fees |
|---|---|---|---|
| Commercial Package | $23,881 | $69 | |
| **Total:** | $23,881 | $69 | |

## Binding Requirements

Policy Request Form
Signed Terrorism Form, only if rejecting coverage
Renewal Survey

## Additional Coverage Lines Available

Commercial Property

Crime

Business Automobile

Commercial Inland Marine

Commercial Umbrella

Accident & Health

Group Life

24hr AD&D

## *Common Insurance Coverage Recommendations*

**PROPERTY COVERAGES**

- Accounts Receivable/Valuable Papers
- Boiler & Machinery Coverage including HVAC system, etc.
- Building – All Risk including Theft
- Contents – All Risk including Theft
- Electronic Equipment Coverage for Computers (hardware and software), phone systems, copying machines, etc.
- Employee Dishonesty Coverage
- Floaters (Equipment, Builders' Risk, Installation, Fine Arts, etc.), Leased or Rented Equipment
- Flood and/or Earthquake
- Increase Cost of Demolition, Ordinances of Law, and Increased Cost of Construction
- Loss of Earnings/Extra Expense, Loss of Rents
- Loss of Money – i.e. Theft and Robbery
- Outdoor Signs/Plate Glass
- Terrorism Coverage
- Transit Coverages (limitations on TCPP & TBOP $1,000 – $2,500)

**LIABILITY COVERAGES**

- Commercial General Liability including Premises/Operations and Products/Completed Operations
- Directors & Officers Liability
- Employee Benefit Liability
- Employment Practices Liability – Wrongful Termination, Sexual Harassment, A.D.A. Law, Third-Party Liability, etc.,
- Fiduciary Liability
- Internet & Privacy Liability
- Liquor Law Liability
- Pollution Liability coverage via environment remediation – primary and third party
- Product Recall Liability
- Professional Liability and/or Errors & Omissions Liability
- Stop Gap Workers' Compensation Coverage for Monopolistic States
- Terrorism Coverage

**CYBER LIABILITY / IDENTITY THEFT**[1]

Consider this: 2013 in Numbers

- The number of data breaches increased by 62% over 2012
- A total of more than 552 million identities were exposed.
- Average identities exposed per breach was 2,181,891.
- The average cost of a data breach has been reported to be as much as $188 per record breached.
- As of 7/1/2014, 47 states will have laws related to security breach notification, with some states incorporating fines and penalties up to $750,000 per security breach.

**AUTOMOBILE COVERAGE**

- Business Automobile
- Drive Other Car Coverage
- Hired and Non-owned Automobile Liability
- Hired or Borrowed Car Physical Damage Coverage

**WORKERS' COMPENSATION COVERAGES**

- Workers' Compensation – Statutory
- U. S. Longshoremen's & Harbor Workers' Coverage
- Jones Act Coverage

**UMBRELLA LIABILITY COVERAGES**

- Umbrella Liability coverage over primary coverages (General Liability, Automobile, Employers' Liability, etc.)
- Terrorism Coverage

**FOREIGN COVERAGES**

- Property, Liability, Automobile, Umbrella, etc.
- Terrorism Coverage

**OTHER RECOMMENDATIONS**

- Disaster Planning and Recovery
- Identity Theft

[1] "Privacy and Data Exposures of Small and Mid-sized Companies" – Advisen, December 2012
"Internet Security Threat Report – 2014" – Symantec, April 2014
"2013 Data Breach Investigations Report" – Verizon, April 2013

**BOND RECOMMENDATIONS**

***Contract***

Performance, Payment, Maintenance Subcontractors, General Contractors, Special Trades

***Court***

Appeal, Medical Malpractice Cost Bonds, TRO, Injunction, Sequestration, Supersedeas

***Fidelity***

Employee Dishonesty, Third Party Administrator, Forgery, Property Management, Public Official Blanket

***Financial Institution***

Employee Dishonesty, Burglary, Robbery, Extortion, Kidnap, Ransom, Combination Safe Depository, Trust Department E&O

***License & Permit***

Currency Exchange, Check Cashing, Franchise, Plumbers, Concrete, Landscape, Electricians, Liquor, Tax Conduct Surety, Motor Vehicle Dealers

***Probate***

Trustees, Administration, Executors, Guardians, Conservator

***Public Official***

Notary Public, Public Weigher, Tax Assessor Collector, Licensed Deputy

***Surety***

Miscellaneous, Utility, Travel Agents, Financial Guarantee, ESOP, LLP, Healthcare Providers, Lost Instrument

**PERSONAL LINES INSURANCE RECOMMENDATIONS**

***Automobile Coverages***
Liability/Physical Damage

***Property***
- HO Form
- Dwelling
- Builders' Risk Policies
- Endorsements

***Flood/Earthquake***
Buildings/Contents

***Umbrella Liability Coverages***
Increased Limits of Liability Available

***Farm & Ranch***
- Dwelling
- Scheduled Property
- Common Endorsements
- FRO Endorsements

***Watercraft/Recreational Vehicles***
Liability/Physical Damage

***Personal Articles Floater***
- Jewelry
- Furs
- Fine Art, etc.

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 10/08/2019

Approving Blanket PO - EMS Fuel FY20

**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 a blanket purchase order for EMS to Fuelman in the amount of $200,000.00.

### Background

This is a blanket PO for Fuel for EMS. Competitive procurement requirements have been met as this is an Omnia Partners Cooperative Contract #R5127. Funding source 01.0100.0540.003301. Funding was approved in FY20 budget.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:28 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:31 AM |
| Form Started By: Thomas Skiles | | Started On: 10/03/2019 10:33 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 10/08/2019

Authorize Issuance of 2246 RFP Haz Mat Billing Software

**Submitted For:** Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed Proposals for Haz Mat Billing Software, under RFP 2246.

### Background

Williamson County is soliciting proposals from firms interested in providing HazMat billing software for the county to utilize. This will allow the department to track equipment and supplies used on a Hazmat incident and to quickly submit the bill to the responsible party so the department can receive reimbursement to help recover costs incurred by the County. The county previously solicited proposals under RFP 2108 HazMat Billing Software but received no offers. The point of contact is Marty Herrin and Funding Source: N/A as this is a revenue generating account.

---

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:27 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:29 AM |
| Form Started By: Johnny Grimaldo | | Started On: 10/03/2019 10:25 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 10/08/2019

1708-185 renewal 2 for Wilco Jail Pharmaceutical Service and Supplies

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract 1708-185 renewal period 2 with Westwood Pharmacy for the same pricing, terms and conditions as the existing contract for Williamson County Jail Pharmaceutical Service and Supplies for the term of October 17, 2019 - October 16, 2020.

### Background

This is the second and last renewal option for this contract for Williamson County Jail Pharmaceutical Service and Supplies. The Corrections department submitted a Vendor Performance Report (VPR) that states the vendor, Westwood Pharmacy, met all county requirements and recommends renewal. Department point of contact is Douglas Wheless. Approved in the FY20 budget under funding source Pharmaceuticals, 01.0100.0570.003307.

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## Fiscal Impact

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

## Attachments

1708-185 renewal 2 Williamson County Jail Pharmaceutical Service and Supplies with Westwood Pharmacy

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 08:51 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:18 AM |
| Form Started By: Dianne West | | Started On: 10/01/2019 04:35 PM |
| Final Approval Date: 10/03/2019 | | |

WILLIAMSON COUNTY
1848

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Goods | **Department:** | Williamson County Jail |
| **Vendor Name:** | Westwood Pharmacy | | |
| **Vendor Address:** | 5823 Patterson Avenue, Richmond, VA 23226 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Williamson County Jail Pharmaceutical Service and Supplies | | | |
| **P.O./Contract Number:** | 1708-185 | **Effective Date:** | October 17, 2019 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | October 16, 2020 |
| **Requested By:** | Doug Wheless, Medical Supervisor for Williamson County Jail | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**

  LEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

- **Extend Contract for the 2nd renewal option period:**

| | |
|---|---|
| Renewal Option Period 2 | October 17, 2019 – October 16, 2020 |
| Renewal Option Period 1 | October 17, 2018 – October 16, 2019 |
| Initial Contract Period | October 17, 2017 – October 16, 2018 |

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor Westwood Pharmacy

Name Marie A. Oleg

Title Vice - President

Signature _____

Date 9/26/19

Williamson County, 901 S.Austin Ave., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 10/08/2019

Approval of VOTEC Purchase

**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 purchase of VOTEC licensing and support for the Williamson County Elections Department in the amount of $124,319.08.

### Background

VOTEC was approved as a sole source on the 9/10/2019 agenda. The sole source exemption covers these licenses and support. Funding was approved in the FY2020 budget. This expenditure will be charged to 01.0100.0495.004506. Department contact is Christopher Davis.

## Fiscal Impact

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

## Attachments

VOTEC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:04 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:23 AM |
| Form Started By: Erica Smith | | Started On: 10/03/2019 08:16 AM |
| Final Approval Date: 10/03/2019 | | |

VOTEC Corporation

- INVOICE -

Jennifer Favreau
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12946
October 1, 2019

Subject: VEMACS Support - 10/01/2019 - 09/30/2020

| Item | Quantity | Description | Unit Price | Extended |
|---|---|---|---|---|
| 1 | 10 | Oracle license for VEMACS Support | $100.00 | $1,000.00 |
| 2 | 1 | Base VEMACS support fee | $1,200.00 | $1,200.00 |
| 3 | 292,343 | VEMACS per voter fee per schedule - 2017 | | $65,181.16 |
| 4 | 1 | Per Voter Surcharge at 8 percent of VEMACS per voter schedule fee | $5,214.49 | $5,214.49 |
| | | **Total** | | **$72,595.65** |

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

VOTEC Corporation

- INVOICE -

Jennifer Favreau
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12947
October 1, 2019

Subject: VoteSafe Support - 10/01/2019 - 09/30/2020

| Item | Quantity | Description | Unit Price | Extended |
|---|---|---|---|---|
| 1 | 160 | Field System Software Support | $180.00 | $28,800.00 |
| | | **Total** | | **$28,800.00** |

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

VOTEC Corporation

- INVOICE -

Jennifer Favreau
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12945
October 1, 2019

Subject: BallotBoard License - 10/01/2019 - 09/30/2020

| Item | Quantity | Description | Unit Price | Extended |
|---|---|---|---|---|
| 1 | 1 | Ballot Board License - Base Fee | $20,000.00 | $20,000.00 |
| 2 | 292,343 | Ballot Board License - Per Voter Fee | $0.01 | $2,923.43 |
| | | **Total** | | **$22,923.43** |

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

# VOTEC Software Maintenance, Warranty, and Support Agreement

THIS AGREEMENT entered into this day of , 20 , between Williamson County, a political subdivision of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called VENDOR or VOTEC.

## WITNESSETH

WHEREAS, COUNTY requires the services of a VENDOR qualified to provide modifications to VoteSafe software built by VOTEC and used by COUNTY; and

WHEREAS, VOTEC is qualified and willing to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

## DEFINITIONS

LICENSED SUB-SYSTEM. A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of registration and/or election data.

LICENSED PRODUCT. A "LICENSED PRODUCT" is a set of LICENSED SUB-SYSTEMS sold as one item. VOTEC's products as of the Agreement date are VEMACS and VoteSafe.

LICENSEE. Includes county employees, agents and representatives.

## ARTICLE I - TERM

This Agreement shall commence on October 1, 2019, and shall terminate on September 30, 2020, unless terminated sooner or further extended pursuant to Articles IV and V of this Agreement.

## ARTICLE II - SCOPE

Services provided pursuant to this Agreement call for the maintenance and support of LICENSED PRODUCTS and their LICENSED SUB-SYSTEMS licensed by VENDOR to COUNTY and for support of Oracle products used by VOTEC products and sub-licensed by VOTEC to COUNTY.

PRODUCT license(s) are granted and accepted using a VOTEC Software License Agreement.

Oracle products are sub-licensed from Oracle Corporation to COUNTY by the "VOTEC Corporation Software License Oracle Sub-License Addendum" granted by VOTEC and accepted by COUNTY.

***VENDOR'S deliverables to COUNTY under this Agreement are as follows:***

1) Provide upgrades of the Oracle database products that are mutually agreed as beneficial to the COUNTY's licensed VoteSafe system performance.

2) Provide warranty support for the LICENSED PRODUCT as follows:

   a) Correct any existing function that does not perform correctly.

   b) Improve any existing or added function that performs uncharacteristically slowly and delays delivery of COUNTY election services.

   c) Provide updates to the instructions for functions whose operation changes due to corrections or performance improvements.

   d) Provide telephone responses, and when requested, written answers to questions from designated Elections and Information Services staff regarding the operation of the LICENSED PRODUCT.

   e) Provide support during COUNTY's scheduled work hours which include extended voting hours during election periods as specified by LICENSEE.

   f) Provide 24/7 telephone assistance from the commencement of early voting until the election is certified.

   g) Provide beta testing prior to new releases.

3) Provide upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. All State and Federal mandates to be addressed by vendor within 14 days of written notification by COUNTY of intent to comply.

   a) Provide new or enhanced forms, batch processes, and/or reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.

   b) Provide documentation for the changes and additions installed.

4) Provide upgrades to the LICENSED SUB-SYSTEMS produced without a direct request of COUNTY. These are upgrades produced as a result of a request of another customer or as a result of the desire by VENDOR to improve the product.

   a) Provide improvements made to the LICENSED SUB-SYSTEMS for other customers as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

b) Provide improvements made to the LICENSED SUB-SYSTEMS by VENDOR as part of the LICENSED SUB-SYSTEMS as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

c) Provide technology upgrades to the LICENSED SUB-SYSTEMS as developed by VENDOR and deemed beneficial by the COUNTY.

d) Provide documentation for the changes and additions installed.

5) Provide upgrades to the LICENSED SUB-SYSTEMS resulting from a direct request of COUNTY. COUNTY shall be billed separately as mutually agreed.

a) Provide new or enhanced forms, batch processes, and/or reports as requested by COUNTY and agreed to by VENDOR.

b) Provide documentation for the changes and additions installed.

COUNTY shall be notified in writing in advance of any VENDOR technical services which VENDOR considers to be outside the scope of Sections 1-5 of this Article. Work which is to billed separately shall only be undertaken after written authorization by the COUNTY.

***Warranty***

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for the term of this Agreement.

LICENSOR further agrees to make the product conform to any subsequent legal registration and election software mandates for the State of Texas and of the United States of America while this Agreement is in effect.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

***COUNTY's responsibilities under this Agreement (exclusive of payment)***

1) Designate a project manager with final responsibility for specifying COUNTY's needs regarding this Agreement.

2) Designate an elections office staff member and an information technology staff member to serve as liaison under this Agreement for the exchange of technical information.

3) Maintain network access for connection to the servers supporting VOTEC products and to provide monitored access to PC workstations upon request for training and problem diagnosis.

4) Submit electronically all requests for technical service including questions for which you wish documented answers.

5) Provide problem diagnosis using Elections and Information Services staff to discriminate VENDOR issues from hardware and system software issues prior to forwarding problems to VENDOR. VENDOR staff time to diagnosis problems originating solely from COUNTY purchased hardware and system software shall be billed at VENDOR's then current rate.

## ARTICLE III - PAYMENT

1) In consideration of services specified in this Agreement, the COUNTY agrees to pay VENDOR a total of $28,800.00 annually for all services covered under this Agreement except as the COUNTY chooses to purchase additional services as described in Article II, Section 5.

2) The hourly rate for additional programmer services for the first year of this contract shall be $210.00 per hour.

3) The fee stated in the first paragraph of this Article includes VENDOR travel expenses for any trip required for VENDOR to provide timely and comprehensive response to Warranty or Mandated update needs.

4) Payment for shipping charges and phone charges for calls originated by VENDOR shall be the responsibility of VENDOR.

5) The costs for hardware and non-VENDOR software arising from VENDOR fulfillment of State or Federal mandates shall be paid by the COUNTY.

6) The costs for hardware and non-VENDOR software arising from installation of new technology as mutually agreed by COUNTY and VENDOR shall be paid by the COUNTY.

7) 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 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 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 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.

## ARTICLE IV - TERMINATION

1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving 30 days written notice of termination to VENDOR via certified mail or delivery service. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

2) This Agreement may be terminated by VENDOR if payment is not made when payment is due by VENDOR giving COUNTY 30 days written notice of termination via certified mail or delivery service.

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

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

5) Right to Audit: VENDOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of VENDOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. VENDOR agrees that licensee shall have access during normal working hours to all necessary VENDOR 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 VENDOR reasonable advance notice of intended audits.

## ARTICLE V - CONTRACT EXTENSION

1) The COUNTY shall have the option to extend this Agreement. Modification or extension shall be by formal written amendment and executed by the parties hereto.

The component fees shall not increase more than 6% (SIX percent) in any one year as long as this Agreement is in effect.

3) COUNTY may extend this Agreement for more or fewer VENDOR services as needed.

## ARTICLE VI - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY: Jennifer Favreau
Williamson County
PO Box 209
Georgetown, TX, 78627

VOTEC: President
VOTEC Corporation
10920 Via Frontera, Ste 110
San Diego, CA 92127

This document and referenced License and Sub-License agreements constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

The terms and conditions contained herein are severable and should any be adjudged invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement.

Acceptance by LICENSOR:

***VOTEC Corporation***

Authorized Signature

John Medcalf, CEO

Name and Title

9/20/19

Date

Acceptance by LICENSEE:

***Williamson County, Texas***

Authorized Signature

Bill Gravell, County Judge

Name and Title

9/20/19

Date

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 10/08/2019

Discuss consider and take appropriate action regarding the closing of the intersection of Condra Ln and Sonterra Blvd during road reconstruction

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

**Department:** Infrastructure

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the closing of the intersection of Condra Lane and Sonterra Boulevard during road reconstruction.

**Background**

The proposed roadway closure and detour of the intersection of Condra Lane and Sonterra Boulevard is necessary in order to perform roadway reconstruction. The closure will start on or around October 14, 2019 and continue for approximately 45 calendar days.

---

**Fiscal Impact**

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

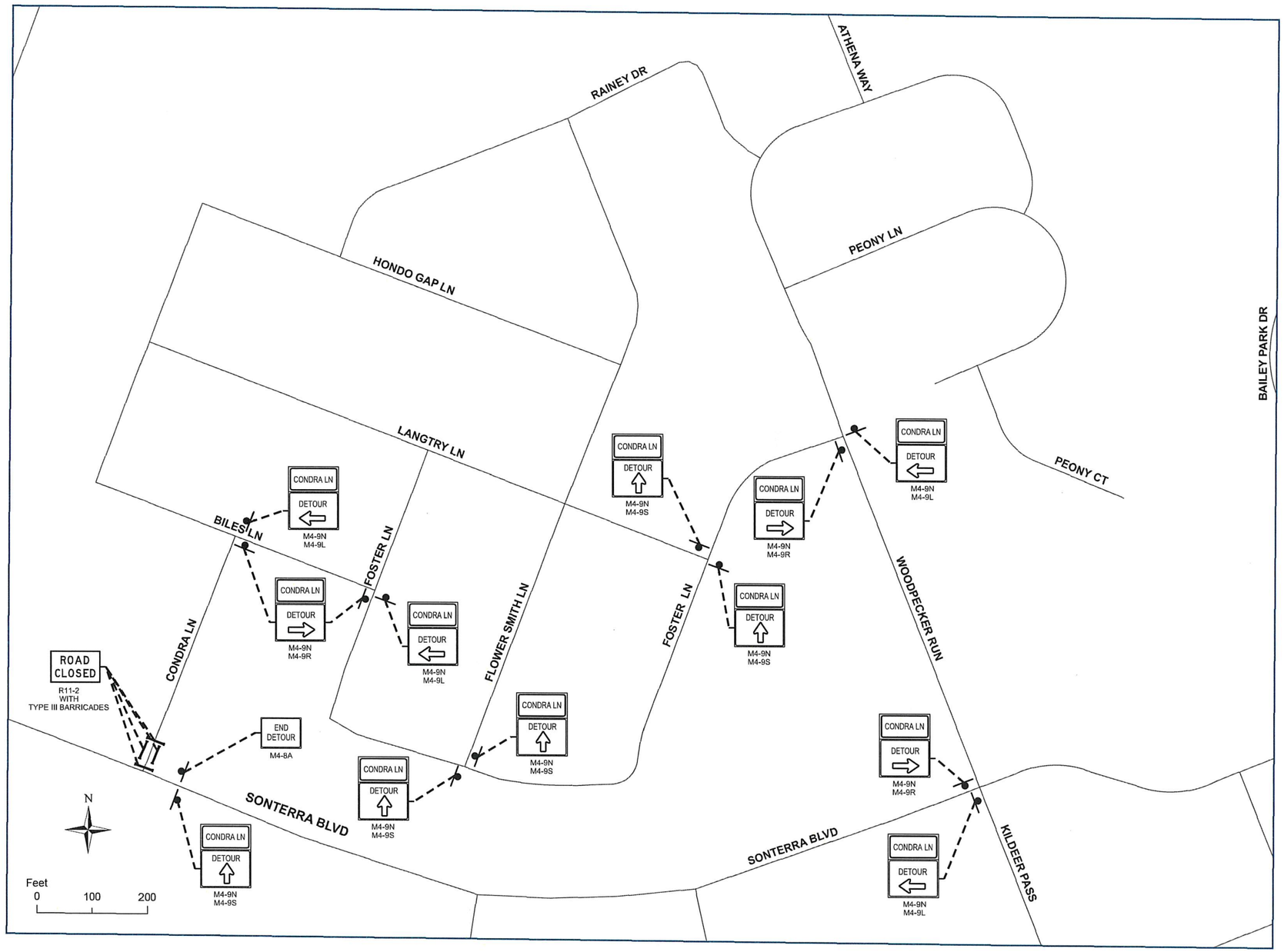
**Attachments**

Detour Plan- Condra Lane

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:31 AM |
| Form Started By: Kelly Murphy | | Started On: 10/03/2019 08:50 AM |
| Final Approval Date: 10/03/2019 | | |




NARRATIVE OF TRAFFIC CONTROL:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CONDRA LN
3. RECONSTRUCT INTERSECTION OF CONDRA LN AND SONTERRA BLVD
4. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
5. OPEN CONDRA LN FOR TRAFFIC

LEGEND:

— TYPE III BARRICADES

SIGNS

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

08/28/2019

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

# CONDRA LN DETOUR PLAN

| | |
|---|---|
| Designed: | KQK |
| Checked: | KQK |
| Drawn: | KQK |
| Checked: | KQK |

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330
www.wilco.org

SHEET NO. 1

Condra Ln_Detour Plan.dgn
8/28/2019 3:06:11 PM

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 10/08/2019

Discuss consider and take appropriate action regarding the closing of the low water crossing on CR 132 for a culvert installation

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

**Department:** Infrastructure

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the closing of the low water crossing on CR 132 for a culvert installation.

**Background**

The proposed roadway closure and detour of the low water crossing on CR 132, approximately 3,000' west of CR 134, is necessary in order to perform a concrete box culvert installation. The closure will start on or around October 14, 2019 and continue for approximately 30 calendar days.

---

**Fiscal Impact**

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

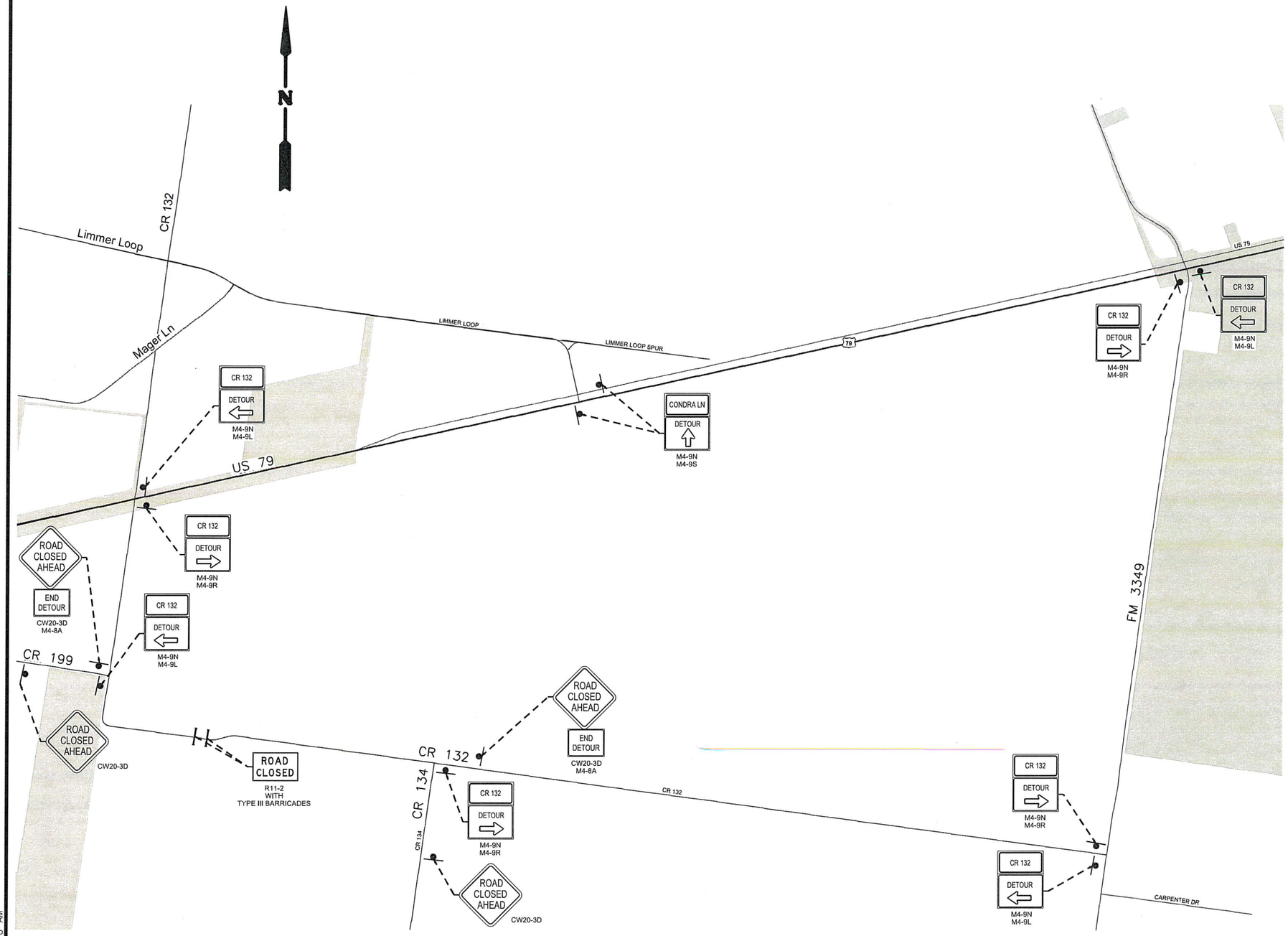
**Attachments**

Detour Plan- CR 132

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:32 AM |
| Form Started By: Kelly Murphy | | Started On: 10/03/2019 09:22 AM |
| Final Approval Date: 10/03/2019 | | |




10 5 0 10 20
SCALE FEET

NARRATIVE OF TRAFFIC CONTROL:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CR 132
3. INSTALL CONCRETE BOX CULVERTS AT LOW WATER CROSSING
4. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
5. OPEN CR 132 FOR TRAFFIC

LEGEND:

— TYPE III BARRICADES

SIGNS

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
10/03/2019

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

# CR 132 DETOUR PLAN

| | |
|---|---|
| Designed: | KQK |
| Checked: | KQK |
| Drawn: | KQK |
| Checked: | KQK |

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
(512) 943-3330
www.wilco.org

SHEET NO. 1

CR 132_Detour Plan.dgn
10/3/2019 11:08:46 AM

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 10/08/2019

Fire King Service Contract

**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 Services Contract between Williamson County and Fire King LLC. to provide Life Safety site walks, in the amount of $6,300.00 and authorizing execution of the agreement.

### Background

This agreement is for the Life Safety walks for Williamson County Facilities at 24 locations. The vendor will provide device counts for all systems at each location. Facilities was not able to obtain 3 quotes for this service due to the nature of the service and the limited number of suppliers in the area that can provide it. In anticipation of a future reissuance of the RFP for Fire Safety Inspection Services, vendors that may have an interest in that RFP were not contacted for a quote to avoid providing a competitive advantage. It was also determined that this is not a service that can be performed at this time by the Fire Marshal's Office. Department point of contact is Shantil Moore. Funding Source 01.0100.0509.004500 for FY20.

## Fiscal Impact

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

## Attachments

contract

Fire King Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 10:58 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:06 AM |
| Form Started By: Andrew Portillo | | Started On: 10/02/2019 08:53 AM |
| Final Approval Date: 10/03/2019 | | |

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT FOR LIFE SAFETY WALKS AND RECOMMENDATIONS (24 Locations)

**THIS SERVICES CONTRACT** (hereinafter "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 **Fire King LLC.** with offices at 106 Shooting Star, Bastrop, TX 78602, (hereinafter "Service Provider"). 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 Proposal/Quotation, dated September 12, 2019 and designated 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 for a reasonable time 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 on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $6,300.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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 Statement of Work/Quotation, dated Proposal/Quotation, dated September 12, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

**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 seven (7) 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.

## XVII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

| **WILLIAMSON COUNTY:** | **SERVICE PROVIDER:** |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| _____ | Russell McMillen |
| Printed Name | Printed Name |
| Date: _____, 2019 | Date: 9-25, 2019 |

**Exhibit "A"**
**Proposal/Quotation**
**(dated September 12, 2019 and incorporated herein as if copied in full)**

*Phone: 512-425-0272*
*106 Shooting Star*
*Bastrop, TX 78602*

FIRE KING LLC
"OUR BUSINESS IS PROTECTING YOURS"

**ACR-1899690**
**SCR-1899691**
**ECR-1899694**

*HUB CERTIFIED* ***1464907602400***

| | | | | | |
|---|---|---|---|---|---|
| ***DATE:*** | **September 12, 2019** | ***PHONE:*** | ***(512) 943-3377*** | ***QUOTE ID#*** | **19-FA-JRT1009** |
| | | ***FAX:*** | | | |

***CUSTOMER:*** **Williamson County**
***ATTENTION:*** **Christi Stromberg**

***ADDRESS:*** **3101 SE Inner Loop Georgetown, Tx 78626**

# ***PROPOSAL***

***SCOPE:*** Life Safety site walks for Willaimson County at 24 locations. Will provide device counts and recommendations for all Life Safety systems.

***ESTIMATOR:*** ***JR TACKETT***
***BID ITEM:*** Life Safety Site Servey

***BASE BID:*** **$6,300.00**

***Total Cost:*** **$6,300.00**
***Tax Not Included***

***INCLUSIONS:***
All work to be per NFPA
All material to be per NFPA
Building 101
System Tags
Compliance Letters For FD FPS Permits

***EXCLUSIONS:*** Asbuilts for each System

**Will work off P.O. - No signature required.**

***FIRE KING,LLC***
***JR Tackett***
***512-988-6230***

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**With approved credit: Payment terms to be net 10**

**CAD DRAWING FILES MUST BE FURNISHED TO FIRE KING,LLC.**

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 10/08/2019

Paper Retriever of Texas

**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 Services Contract between Williamson County and Paper Retriever of Texas to provide monthly pick-up for Williamson County Departments in the amount of $510.00 total per month and authorizing execution of the agreement.

### Background

This agreement is for the arrangement to pick up the 9 Recycle Bins around the Williamson County Departments on a monthly basis. Department point of contact is Shantil Moore. Funding Source 01.0100.0509.004990 for FY20.

## Fiscal Impact

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

## Attachments

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 08:52 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:23 AM |
| Form Started By: Andrew Portillo | | Started On: 10/02/2019 08:59 AM |
| Final Approval Date: 10/03/2019 | | |

# COMMERCIAL SERVICE AGREEMENT

## "Schedule A"

| CUSTOMER SITE DETAILS | |
|---|---|
| SITE NAME: | REFERENCE ADDENDUM A |
| CONTACT: | Shantil Moore |
| PHONE: | 512-943-1523 |
| CELL: | |
| FAX: | 512-930-3313 |
| EMAIL: | shantil.moore@wilco.org |
| SITE ADDRESS: | REFERENCE ADDENDUM A |
| CITY, STATE, ZIP: | REFERENCE ADDENDUM A |

| CUSTOMER BILLING DETAILS | |
|---|---|
| BILLING NAME: | WILLIAMSON COUNTY |
| CONTACT: | Shantil Moore |
| PHONE: | 512-943-1523 |
| CELL: | |
| FAX: | 512-930-3313 |
| EMAIL: | shantil.moore@wilco.org |
| BILLING ADDRESS: | 3101 Southeast Inner Loop<br>Attention: Contracts Manager |
| CITY, STATE, ZIP: | Georgetown, TX, 78626 |

| SERVICE AGREEMENT DETAILS | |
|---|---|
| CSA#: | 0419-11417 |
| SALESPERSON: | George Ward Jr. |
| INITIAL TERM (MONTHS): | |
| EFFECTIVE DATE: | October 1, 2019 |
| BILLING CYCLE: | Monthly |
| BILLING START DATE: | October 1, 2019 |
| SERVICE DESCRIPTION: | Service Increase |
| DELIVERY DATE: | Already in place |

## EQUIPMENT, SERVICE, AND RATE SPECIFICATIONS

| QTY. | SIZE (YARDS) | SERVICE TYPE | DISPOSAL TYPE | MONTHLY SERVICE RATE | PICKUP FREQUENCY | EXTRA PICKUP RATE | ADDITIONAL ONE-TIME FEE | ENVIRONMENTAL FEE |
|---|---|---|---|---|---|---|---|---|
| 9 | 7 | Front-End Load | Eco - Fiber | $510.00 | REFERENCE ADDENDUM A | $50.00 | $0.00 | Waived |

| | |
|---|---|
| BOX PLACEMENT INSTRUCTIONS: | Bin on site |
| ADDITIONAL COMMENTS: (Including Amendments to Terms and Conditions) | ECO-FIBER Program – Cardboard and Paper, anything that rips or tears is acceptable. Thank you for continuing with our recycling program. This agreement outlines our service commitment and rates as agreed by Paper Retriever of Texas, LLC and Williamson County for the sites on the attached Addendum A. |

## TERMS AND CONDITIONS BELOW

This is a legally binding contract. Contractor agrees to provide and customer agrees to accept and pay for the services and equipment at the rates and frequency set forth in this agreement and subject to the terms and conditions on the back.

### CUSTOMER - WILLIAMSON COUNTY

| CUSTOMER NAME PRINT | CUSTOMER TITLE | E-BILLING FOR FUTURE INVOICES? | AUTOPAY UPON FIRST INVOICE? |
|---|---|---|---|
| | | | |

| AUTHORIZED CUSTOMER SIGNATURE | DATE |
|---|---|
| | |

### CONTRACTOR - Paper Retriever of Texas, LLC.

| SALESPERSON NAME PRINT | SALESPERSON SIGNATURE | DATE |
|---|---|---|
| George Ward Jr. | | 9/30/19 |

| MANAGER APPROVAL | DATE |
|---|---|
| | 9/30/19 |

# TERMS AND CONDITIONS

**CSA#** **0419-11432**

This Agreement is made between Paper Retriever of Texas, LLC., ("PRT") located at 7510 Grissom Rd., San Antonio, TX 78251 and the Customer described on Schedule A ("Customer") on the following terms and conditions:

In this Agreement, the following terms will have the meaning set forth below (i) Customer Locations – refers to all of the properties, whether owned, leased or controlled by Customer or any of its affiliates, which are listed on Schedule A; (ii) Disposal Type, hereinafter referred to as "Recyclable Materials," means materials from Customer Locations expressly authorized on Schedule A that may include newsprint, magazines, office papers, cardboards, phone books, and other forms of books and mail, but expressly excluding any glass, metal, or plastic materials and any material contaminated by food, and any other non-fiber recyclable materials.PRT may, from time to time, issue a current Yes-No Recycling Flyer or Acceptables/Unacceptables Listing that Customer must adhere to. Any materials other than those expressly authorized on Schedule A will be considered to be non-recyclable and shall hereinafter be referred to as Contaminants; (iii) "Hazardous Waste – includes but is not limited to any amount of waste listed or characterized as hazardous or special by the United States Environmental Protection Agency or any state agency pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act., 42 U.S.C. 6901 et seq (as such Acts may be amended from time to time) or any other applicable federal or state law; and (iv) "schedule A" means the schedule A to this Recycling Service Agreement which appears on the reverse side of this Agreement and forms an integral part hereof.

1) This Agreement will begin on the Effective Date agreed to on Schedule A and will continue for the term defined and agreed upon on Schedule A. This Agreement will automatically renew for successive like terms without any action from the parties, unless either party submits prior written notice to the other party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of the initial or any subsequent terms. Notwithstanding anything to the contrary herein, PRT may, at its option and without any liability whatsoever, terminate this Agreement prior to the end of its term by transmitting a written notice to the Customer at least thirty (30) days in advance.
2) 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 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.
3) PRT will, on an exclusive basis, provide the following services (collectively described as the "Equipment, Service, And Rate Specifications"), either directly or through an affiliate or subcontractor (i) collect the Recyclable Materials from the Customer Locations; and (ii) supply to Customer the equipment listed in Schedule A (as amended from time to time, the "equipment"). Title to the Equipment will remain with PRT at all times but Customer will, upon delivery, keep it free and clear of all liens and Customer will also provide unobstructed access to the Equipment. If any lien or charges attach to the Equipment, Customer shall promptly procure a release of said lien and defend and indemnify PRT against all claims, damages, and expenses of any kind related to said liens or charges. Upon termination of this Agreement, Customer will immediately return the Equipment to PRT in the same condition as received except for normal wear and tear. Customer shall not overload (in weight or volume) or move the Equipment, or make any alterations or improvements to the Equipment and Customer shall use the Equipment only for the proper purposes for which it is intended. Customer shall be solely responsible and will reimburse PRT for any damages to the Equipment while on Customer's premises. 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.
4) In consideration for the Services under this Agreement, Customer agrees to pay to PRT the fees agreed on Schedule A, plus all applicable taxes. The Effective Date within Schedule A will dictate the effective date for monthly charges. PRT will generate a monthly statement for the Services rendered during the prior month. Customer will pay the entire amount owing under the statement within thirty (30) days from the statement date. The collection pickup frequency and disposal type(s) allowed shall be listed in Schedule A. TEX. CONST. art. III, § 52 ("The Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever ..."). In the event that this Agreement is terminated prior to the completion of the initial Term (and any subsequent Term after) for any reason other than a default by PRT or termination for convenience by PRT, Customer shall pay to PRT, as liquidated damages, and not as a penalty (i) an amount equal to the average total monthly fees and rents multiplied by the lesser of the number of months remaining in the term or 6 months, a removal fee of $100 per bin/container/compactor forming part of the Equipment provided by PRT to Customer and (ii) if a bin/container/compactor forming part of the Equipment provided by PRT to Customer has been leased by PRT from a third party vendor and the number of months remaining under such lease is greater than 6 months as of the date of termination, an amount equal to any remaining rental obligations for such Equipment. Customer acknowledges that this liquidated damages clause is reasonable in light of the significant investment in equipment, time and effort undertaken by PRT to engage and commence services for the Customer under this Agreement and the costs that will be incurred by PRT due to an early termination.
5) PRT may pass through certain cost increases directly to the Customer to adjust for increases in fuel costs and costs due to changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than taxes imposed on PRT's income or real property). Such fees may also be adjusted by PRT to reflect changes in service levels, material/disposal type or equipment type, size or quantity.
6) Customer represents and warrants that all Recyclable Materials collected by PRT hereunder: (i) will be free and clear of any liens and encumbrances, and (ii) will be free from any Hazardous Waste and (iii) free of Contaminants. Customer acknowledges that PRT does not handle Hazardous Waste of any kind and Customer hereby undertakes to indemnify, defend, and hold PRT harmless from and against any and all claims, including without limitation, any cleanup and remediation costs, resulting or relating from any material collected with, containing or contaminated by Hazardous Waste deposited in the Equipment. In addition to Hazardous Waste cleanup/remediation, should Contaminants in any load exceed 5% of the Recyclable Materials (by weight or volume), Customer shall not be paid any rebate for the Recyclable Materials in the load. PRT may reject, tender and/or return to Customer, at Customer's expense, any material containing Hazardous Waste. Customer shall bear full responsibility and pay all expenses and costs incurred (including but not limited to removal, decontamination, transportation, remediation, proper treatment and disposal, and any fines and penalties) with respect to such Hazardous Waste and any other material contaminated therewith, whether from the transfer and/or disposal facility(ies), the Customer's property, third party property or equipment or PRT's (or it's contractor's) vehicles or equipment. Customer shall be responsible for any and all damages to its pavement, including to pavement, curbing or other driving surfaces, resulting from the vehicles or the equipment used in providing the Services providing any such damage is not the result of negligence on the part of the driver.
7) To the extent authorized under Texas law, Customer shall indemnify and hold PRT (and its officers, agents, and employees) harmless from all liability arising out of the performance of services under this Agreement for (i) personal or bodily injury to or death of any person (including the Customer's employees) or (ii) damage to or destruction of any property or Equipment, sustained by any person or entity, when such injury, death, damage or destruction results from, arises out of, is caused by or contributed to by the negligent act or omission, breach of law, or breach of this Agreement on the part of the Customer (or its officers, agents, or employees). PRT's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to PRT by Customer, regardless of whether recovery is sought in contract, tort, statute or otherwise.
8) The performance of any obligation (other than payment obligations) under this Agreement may be suspended by either party without liability to the extent such performance is prevented by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, materials or equipment, governmental law, regulation or order, or any other cause beyond the reasonable control of such party; or any labor trouble, strike, lockout or injunction (whether or not such labor event is within reasonable control of such party). The affected party will promptly notify the other of the nature and estimated duration of the suspension period.
9) If a party fails to comply with this Agreement and does not remedy (to the extent it can be remedied) such default within thirty (30) business days after receipt of a written notice specifying the nature of such failure, the non-defaulting party may, at its sole option, without judicial proceedings and without prejudice to any other recourse available under this Agreement or at law, terminate this Agreement by giving a thirty (30) day notice thereof.
10) All representations, warranties and indemnification obligations contained herein shall survive the termination of this Agreement.
11) Any notice provided under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and sent to the address indicated in Schedule A for the relevant party.
12) This Agreement shall be binding upon the successors and assigns of the parties. Customer shall not assign its rights under this Agreement without PRT's prior written consent. PRT shall be entitled to assign its rights under this Agreement.

Addendum A - CSA 0419-11417 - Williamson County

| Dumpster Wilco Bldg Name | Recycling Dumpster Bldg Address | City, State, Zip | Current Pickup Date | # of Containers | Frequency | ECO-FIBER Monthly Charges |
|---|---|---|---|---|---|---|
| Justice Center | 405 Martin Luther King Blvd | Georgetown, TX 78628 | Friday | 1 | Every Other Week | $ 70.00 |
| Central Maintenance Facility | 3151 South East Inner Loop | Georgetown, TX 78628 | Friday | 1 | Weekly | $ 90.00 |
| Cedar Park Annex | 350 Discover Blvd | Cedar Park, TX 78613 | Thursday | 1 | Monthly | $ 50.00 |
| Taylor Annex | 412 Vance Street | Taylor, TX 76574 | Friday | 1 | Monthly | $ 50.00 |
| Inner Loop Annex | 301 South East Inner Loop | Georgetown, TX 78628 | Friday | 1 | Monthly | $ 50.00 |
| Round Rock Jester Annex | 1801 East Old Settler Blvd | Round Rock, TX 78664 | Thursday | 1 | Monthly | $ 50.00 |
| Texas Ave | 355 Texas Ave | Round Rock, TX 78664 | Friday | 1 | Monthly | $ 50.00 |
| EMS Training | 3189 South East Inner Loop | Georgetown, TX 78626 | Friday | 1 | Monthly | $ 50.00 |
| Georgetown Annex | 100 Wilco Way | Georgetown TX 78626 | Friday | 1 | Monthly | $ 50.00 |
| | | | Total | 9 | Total Monthly Cost | $ 510.00 |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2019-537526

**Date Filed:**
09/09/2019

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Paper Retriever of Texas
San Antonio, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
0419-11417
Paper Recycling and hauling

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Paper Retriever of Texas | San Antonio, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Sandra Gonzalez, and my date of birth is 11/30/62.

My address is 7510 Grissom Rd., San Antonio, Tx, 78251, Bexar
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 9 day of Sept. (month), 2019 (year).

Sandra Gonzalez
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 10/08/2019

Approve Don Hewlett Parts Blanket

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing a parts blanket purchase order for Fleet Services to Don Hewlett in the amount of $110,000.

### Background

This purchase is exempt from the competitive bidding requirements as allowed per Texas Local Government Code Discretionary Exemptions Section 262.024.(a)(11). The court has previously granted this exemption for vehicle and equipment repairs. There is no attachment for a blanket purchase order. Funding was approved in the FY2020 budget. This expenditure will be charged to 01.0882.0882.003523. Department contact is Kevin Teller.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:02 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:11 AM |
| Form Started By: Erica Smith | | Started On: 10/03/2019 07:45 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 10/08/2019

Approval of Arnold Oil Blanket PO

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing a blanket purchase order for Fleet Services to Arnold Oil in the amount of $75,000.

### Background

This purchase is exempt from the competitive bidding requirements as allowed per the Texas Local Government Code Discretionary Exemptions Section 262.024 (a) (11). The court has previously granted this exemption. There is no attachment for a blanket purchase order. Funding was approved in the FY2020 budget. This expenditure will be charged to 01.0882.0882.003303. Department contact is Kevin Teller.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:03 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:13 AM |
| Form Started By: Erica Smith | | Started On: 10/03/2019 08:03 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 10/08/2019

Authorize PO Blanket to Youngblood Automotive

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing a tire blanket purchase order for Fleet Services to Youngblood Automotive in the amount of $150,000.

### Background

This purchase is exempt from the competitive bidding requirements as allowed per Texas Local Government Code Discretionary Exemptions Section 262.024 (a) (11). The court has previously granted this exemption. There is no attachment for a blanket purchase order. Funding was approved in the FY2020 budget. This expenditure will be charged to 01.0882.0882.003525. Department contact is Kevin Teller.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:03 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:16 AM |
| Form Started By: Erica Smith | | Started On: 10/03/2019 08:08 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 10/08/2019

Mo'Mix Performance Center Services

**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 Mo'Mix Performance Center Subscription Services Agreement for the term of 12 months commencing in October 2019 - September 2020 for the annual amount of $76,200 with Mo'Mix Solutions, Inc. under BuyBoard Contract #579-19.

### Background

The point of contact in IT is Tammy McCulley. The funding source in the FY20 budget is under Performance Center Maintenance renewal, 01.0100.0503.004505.

## Fiscal Impact

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

## Attachments

Mo'Mix Performance Center Services

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:01 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:25 AM |
| Form Started By: Dianne West | | Started On: 10/03/2019 08:43 AM |
| Final Approval Date: 10/03/2019 | | |

# MO'MIX PERFORMANCE CENTER SERVICES ORDER FORM

**Customer Name:** **WILLIAMSON COUNTY**
**Customer Address:** Main Street Georgetown, TX 78626

**Date:** October 1, 2019 Term 12 months

Mo'mix Certified Buyboard Contract: Technology Equip, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery Contract # 579-19

| Product and Services | Annual Subscription 2019-2020 | One-time Implementation |
|---|---|---|
| **Business Intelligence Products** | $49,700 | -0- |
| Performance Center Financial Intelligence | | |
| Performance Center Procurement Intelligence | | |
| Performance Center Project Intelligence | | |
| Performance Center Asset Intelligence | | |
| **MyGovCenter Annual Subscription** | $26,500 | |
| | | |
| **Total Due** | **$76,200** | |

**Renewals:** Subscriptions renew annually.

**Terms**: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

**Updates:** Updates and enhancements will be provided under the subscription service at no additional charge.

**Williamson County, TX**

By: _____

Name: _____

Title: _____

Date: _____

**Mo'mix Solutions, Inc.**

By: _____

Name: Erin Latham

Title: President

Date: 9-24-19

# SUBSCRIPTION SERVICES AGREEMENT

This agreement is between Mo'mix Solutions, Inc., a Texas corporation (**Mo'mix**), and the entity or individual agreeing to these terms (**Customer**). It is dated as of the date Mo'mix signs below.

a) **SOFTWARE-AS-A-SERVICE.** This agreement provides Customer access and usage of an internet based software service, for an unlimited number of Authorized Users (defined below), as specified on an order signed by both parties (**Service**). Mo'mix may make modifications to the Service from time to time, without liability to Customer, and will use commercially reasonable efforts to notify Customer of any material modifications. Mo'mix may terminate the Services at the end of the then-current term.

b) **USE OF SERVICE.**

a. **Customer Owned Data.** (i) All data uploaded by Customer remains the sole property of Customer, as between Mo'mix and Customer (Customer Data). Customer grants Mo'mix the right to use the Customer Data solely for purposes of performing under this agreement. Customer further grants Mo'mix the right to use Customer Data that has been scrubbed of personally identifiable information for its business uses, including statistical analysis based on aggregated data. During the term, Mo'mix will provide Customer Data to Customer upon request. (ii) The technical processing and transmission of Customer Data and other electronic communications is fundamentally necessary to the use of the Service. Customer consents to Mo'mix's interception and storage of such information; provided, Mo'mix is not liable for any delay, loss, alteration or interception of such communications by unauthorized third parties.

b. **Authorized Users Access and Usage.** Customer may allow its employees and contractors (each, an **Authorized User**) to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by such Authorized Users. Mo'mix may contact any and all Authorized Users of the Services for training, problem resolution and feedback purposes.

c. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Mo'mix promptly of any such unauthorized access; and (iv) may use the Service only in accordance with its documentation and applicable law.

d. **Mo'mix Support.** Mo'mix must provide customer support for the Service under the terms of Mo'mix' Customer Support Policy (**Support**) which is located at www.momixpc.com/support, and is incorporated into this agreement for all purposes.

e. **Implementation Services.** If purchased by Customer in an order, Mo'mix will provide implementation services to Customer, in accordance with the Implementation Plan attached to the order. Following an implementation project, Customer's access to the Services will be activated, as evidence by both party's signature of a Service Activation Certificate, which becomes the effective date of the subscription term for the applicable Services ordered.

f. **30-Day Trial Version.** If Customer has registered for a trial use of the Service, Customer may access the Service for a 30-day time period (unless extended by Mo'mix in writing). The Service is provided AS IS, with no warranty during this time period. All Customer Data

will be deleted after the trial period, unless Customer converts its account to a paid Service.

c) **WARRANTY and REMEDY.**

a. **Warranty.** Mo'mix warrants to Customer that: (i) it will use commercially reasonable efforts to maintain the online availability of the Service (*excluding* scheduled outages, force majeure, and outages that result from any Customer technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during a paid term; and (iii) the Support may change but will not materially degrade during any paid term.

b. **LIMITED REMEDY.** THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. CUSTOMER'S EXCLUSIVE REMEDY AND MO'MIX'S SOLE OBLIGATION FOR ITS FAILURE TO MEET THE WARRANTY IN A ABOVE WILL BE FOR MO'MIX TO USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY THE FAILURE.

c. **Disclaimer.** MO'MIX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE MO'MIX TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MO'MIX DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED.

d) **PAYMENT.** Customer must pay all fees as specified on an order, but if not specified then within 30 days of receipt of an invoice as set forth in Paragraph J. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

e) **MUTUAL CONFIDENTIALITY.**

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Mo'mix's Confidential Information includes without limitation the Service, and Licensed Software and Documentation, (including without limitation the Service user interface design and layout, and pricing information).

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential

Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

**f) MO'MIX PROPERTY.**

a. **Reservation of Rights.** The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by Mo'mix as part of the Service are the proprietary property of Mo'mix and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Mo'mix. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software and Documentation. Mo'mix reserves all rights unless expressly granted in this agreement.

b. **Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service or the Licensed Software and Documentation; or (vi) access the Service or use the Licensed Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **Licensed Software and Documentation.** Any and all software provided by Mo'mix as part of the Service, including data extraction software, and the Service documentation, sample data, marketing materials, training material and other material provided through the Service or by Mo'mix (**Licensed Software and Documentation**) are licensed to Customer as follows: Mo'mix grants Customer a non-exclusive license during the Term, to use and copy such Licensed Software and Documentation, solely in connection with the Service.

**g) TERM AND TERMINATION.**

a. **Term.** This agreement continues until all orders have terminated (**Term**), and Customer reserves the right to not renew future annual subscription(s)

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured. For material breach not resolved within agreed upon period Mo'mix will reimburse Customer annual pro rata share of services rendered and goods actually received.

c. **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 ninety (90) days written notice thereof. In the event of termination by Mo'mix, Customer will only be liable for its pro rata share of services rendered and goods actually received.

d. **Return of Customer Data.** Within 30-days after termination, upon request Mo'mix will make the Service available for Customer to run standard reports and copy Customer Data. After such period, Mo'mix has no obligation to maintain Customer Data and may destroy it.

e. **Return or Destroy Mo'mix Property Upon Termination.** *Upon termination of this agreement for any reason,* Customer must pay Mo'mix for any unpaid amounts, and destroy or

return all property of Mo'mix. Upon Mo'mix's request, Customer will confirm in writing its compliance with this destruction or return requirement.

f. **Suspension of Service for Violations of Law.** Mo'mix may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Mo'mix will attempt to contact Customer in advance.

h) **LIABILITY LIMIT.**

a. **EXCLUSION OF INDIRECT DAMAGES.** MO'MIX IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; LOST PROFITS AND ANY FAILURE OF DELIVERY OF THE SERVICE).

b. **TOTAL LIMIT ON LIABILITY.** MO'MIX'S LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12 MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

I) **INDEMNITY.**

a. **Defense of Third Party Claims.** Mo'mix will defend or settle any third party claim against Customer to the extent that such claim alleges that the Mo'mix technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer: (i) promptly notifies Mo'mix of the claim in writing; (ii) cooperates with Mo'mix in the defense; and (iii) allows Mo'mix to solely control the defense or settlement of the claim.

Costs. Mo'mix will pay infringement claim defense costs incurred as part of its obligations above, and Mo'mix negotiated settlement amounts, and court awarded damages.

Process. If such a claim appears likely, then Mo'mix may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Mo'mix determines that none of these are reasonable available, then Mo'mix may terminate the Service and refund any prepaid and unused fees.

Exclusions. Mo'mix has no obligation for any claim arising from: (i) Mo'mix's compliance with Customer's designs, specification, instructions, or technical information; (ii) a combination of the Service with other technology where the infringement would not occur but for the combination; (iii) use of Customer Data; or (iv) technology not provided by Mo'mix.

This section contains Customer's exclusive remedies and Mo'mix's sole liability for intellectual property infringement claims.

b. **By Customer.** If a third-party claims against Mo'mix that any part of the Customer Data infringes or violates that party's patent, copyright or other right, Customer will defend, to the extent authorized under Texas law, Mo'mix against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Mo'mix: promptly notifies Customer in writing of the claim; and allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

J) **OTHER TERMS.**

a. **Governing Law and Forum.** This agreement is governed by the laws of the State of Texas, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Travis County, Texas. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

b. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

d. **Independent Contractors.** The parties are independent contractors with respect to each other.

e. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

f. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

g. **No Additional Terms.** Mo'mix rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.

i. **Survival of Terms and no CISG.** Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

j. **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.

k. **Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**Williamson County, Texas**

By: _____

Name: _____

Title: _____

Date: _____

**Mo'mix Solutions, Inc.**
**BuyBoard Contract:** 579-19

By: _____

Name: Erin Latham

Title: President

Date: 9-24-19

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 10/08/2019

Approving Blanket PO - DIR 3446 ARCGIS MAINTENANCE RENEWAL FY20

**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 a blanket purchase order for ITS to Environmental Systems Research in the amount of $67,159.14.

### Background

This is a blanket PO for FY20 ARCGIS Maintenance Renewal for ITS. Competitive procurement requirements have been met as this is a DIR Contract #DIR-TSO-3446. Funding source 01.0100.0503.004505. Funding was approved in FY20 budget.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:29 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:34 AM |
| Form Started By: Thomas Skiles | | Started On: 10/03/2019 10:37 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 10/08/2019

Approving Blanket PO - Annual Kronos Renewal

**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 a blanket purchase order for ITS to Immix Technology Inc. in the amount of $84,179.56.

### Background

This is a blanket PO for Kronos Annual Maintenance Renewal for ITS. Competitive procurement requirements have been met as this is an DIR Cooperative Contract #DIR-TSO-4315. Funding source 01.0100.0503.004505. Funding was approved in FY20 budget.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:29 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:35 AM |
| Form Started By: Thomas Skiles | | Started On: 10/03/2019 10:41 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 10/08/2019

Approving Blanket PO - Annual Oracle Renewal

**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 a blanket purchase order for ITS to Mythics, Inc. in the amount of $325,514.93.

### Background

This is a blanket PO for Oracle Annual Maintenance Renewal for ITS. Competitive procurement requirements have been met as this is a DIR Cooperative Contract #DIR-TSO-2548. Funding source 01.0100.0503.004505. Funding was approved in FY20 budget.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:30 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:37 AM |
| Form Started By: Thomas Skiles | | Started On: 10/03/2019 10:45 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 10/08/2019

Approving Blanket PO - FY20 Internet Service

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Time Warner Cable in the amount of $120,000.00.

**Background**

This is a blanket PO for Annual Renewal of County Wide Internet Service for ITS. Competitive procurement requirements have been met as this is a DIR Cooperative Contract #DIR-TSO-4315. Funding source 01.0100.0503.004210. Funding was approved in FY20 budget.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:40 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:42 AM |
| Form Started By: Thomas Skiles | | Started On: 10/03/2019 10:47 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 10/08/2019

Approving Blanket PO - Annual Suddenlink Renewal

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving a blanket purchase order for ITS for Suddenlink in the amount of $107,500, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(7)(C).

### Background

This is a blanket PO for Annual Suddenlink Renewal for ITS. Suddenlink is the only provider in the area for this utility service. Funding source 01.0100.0503.004210. Funding was approved in FY20 budget.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 11:41 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:47 AM |
| Form Started By: Thomas Skiles | | Started On: 10/03/2019 10:49 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 10/08/2019

Amarillo College Contracts

**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 agreements between Williamson County and the Amarillo Junior College District to provide technical training to the Williamson County Road & Bridge Division in the amount of $38,400.00 and authorizing execution of the agreements.

### Background

Each agreement fee is for up to four (4) students to attend the class specified in the agreements. Training will occur at different times throughout FY20 as specified in the agreements. Funding source is 01.0200.0210.004232 and was approved in the FY20 budget. Department Contact is Lee Garrett.

## Fiscal Impact

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

## Attachments

Contracts 1-10

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 10:46 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:09 AM |
| Form Started By: Andrew Portillo | | Started On: 10/02/2019 09:34 AM |
| Final Approval Date: 10/03/2019 | | |

Amarillo College

**Technical Education Division**

**Williamson County Training Agreement**
#20001
Basic Maintainer Operator

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Basic Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Basic Maintainer Operator training on or about the following schedule:

October 21, 2019 through October 24, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 9-26-2019

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20002 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

October 28, 2019 through October 29, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Loaders and Dump trucks provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 9-26-2019

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20003 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

October 30, 2019 through October 31, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Loaders and Dump trucks provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20003 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 4-26-2019

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20004 Backhoe Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Backhoe Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Backhoe Operator training on or about the following schedule:

November 18, 2019 through November 21, 2019.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Backhoes provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 9-26-2014

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20005 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

December 2, 2019 through December 3, 2019.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Loaders and Dump trucks provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 2-26-2019

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20006 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

December 4, 2019 through December 5, 2019.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Loaders and Dump trucks provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 9-26-2019

Amarillo College

**Technical Education Division**

**Williamson County Training Agreement**
#20007
Advanced Maintainer Operator

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Advanced Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Advacned Maintainer Operator training on or about the following schedule:

January 13, 2020 through January 16, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 9-26-2019

Amarillo College

**Technical Education Division**

**Williamson County Training Agreement**
#20008
Regenerative Air Sweeper Operator

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Regenerative Air Sweeper Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Regenerative Air Sweeper Operator training on or about the following schedule:

January 27, 2020 through January 30, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Sweepers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 9-26-2019

Amarillo College

**Technical Education Division**

**Williamson County Training Agreement**
#20009
Excavator Operator

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College"**, and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Excavator Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Excavator Operator training on or about the following schedule:

February 10, 2020 through February 10, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 9-26-2019

| Amarillo College | Technical Education Division | Williamson County Training Agreement #20010 Regenerative Air Sweeper Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**August 16, 2019**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Regenerative Air Sweeper Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Regenerative Air Sweeper Operator training on or about the following schedule:

February 24, 2020 through February 27, 2020.

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Sweepers provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

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

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Bill Gravell Jr.
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: _____

Date: 9-26-2019

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 10/08/2019

CJC Court Room Renovation P515 - Steinbomer WA#2

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

**Department:** Building Maintenance

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $250,000.00 to expire on April 30, 2021 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for the Justice Center Court Room Renovation.

**Background**

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**Fiscal Impact**

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

**Attachments**

Steinbomer WA2

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:33 AM |
| Form Started By: Gina Wrehsnig | | Started On: 10/03/2019 09:15 AM |
| Final Approval Date: 10/03/2019 | | |

## WORK AUTHORIZATION NO. 2

## PROJECT: Justice Center Court Room Renovation

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 Steinbomer & Associates, Architects, Inc. (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 $250,000.00.

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 April 30, 2021. 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: |
| --- | --- |
| Steinbomer & Associates, Architects, Inc. | Williamson County, Texas |
| By: Jed E Duhon | By: _____ |
| Signature | Signature |
| JED E. DUHON | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| PRINCIPAL | Williams 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

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ARCHITECTURE & INTERIORS

September 30, 2019

Mr. Bob Lubecker
Facilities Project Manager
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Design Development through Construction Observation Fee Proposal

Dear Mr. Lubecker:

We at **Steinbomer & Associates, Architects, Inc.** (dba **Studio Steinbomer**) are pleased to provide you with the following fee proposal to provide the necessary architectural and engineering services for the Design Development, Construction Documentation, Construction Administration, and cost estimating services for the renovations to the existing Williamson County Justice Center in Georgetown, Texas. Our consulting engineers and specialists were specifically selected for this project for their depth of knowledge and our proven experience and history of working on multiple projects such as this. Our consultant team consists of:

- **Wilson & Girgenti, LLC –** Mechanical, Electrical and Plumbing Engineering Services
- **DataCom Design Group** – Information Technology and Security Planning Consulting Services
- **Emporium Estimates–** Construction Cost Estimating Services

## I. PROJECT PARAMETERS

The scope of work to be completed as part of this project includes miscellaneous improvements throughout the Williamson County Justice Center as identified as part of the initial Feasibility Study. Refer to Attachment A for a detailed description of the scope of work to be completed per department. The Design Team will provide full design and construction administration services, with formal design review submissions anticipated at 100% Design Development and 50% Construction Documents phases. Updated construction cost estimates will be provided as part of these milestone submissions.

## II. BASIC SERVICES

Architectural, MEP Engineering, IT/AV/Electronic Security Systems Design, and Cost Estimating Services shall include:

- Development of the schematic design into construction documents for permit, bidding, and construction
- Creation of 100% Design Development and 50% Construction Documents packages for Owner review and approval, and for preliminary estimates of construction cost
- Creation of 100% Construction Documents package for bidding and construction
- Coordination and selection of interior building finishes and paint colors for the affected areas of the project (refer to Attachment A), based upon any currently-approved building standards finishes
- Preparation of Drawings in AutoCAD/Revit as required to adequately describe the project for bidding and construction of the Work
- Preparation of specifications and a project manual as necessary to adequately describe the project for bidding and construction of the Work
- Coordination with Consultants through regularly-held, internal coordination meetings
- Coordination with Owners and stakeholders during regularly-held meetings; assumes up to six (6) meetings through the completion and issuance of Construction Documents
- Responding to Requests for Information (RFI) and issuance of Architect's Supplemental Instructions (ASI) as required
- Attendance at one (1) pre-bid meeting
- Attendance at jobsite meetings – assumes attendance at one (1) jobsite meeting per month or up to eight (8) meetings total
- Review and processing of product and equipment submittals
- Review of Contractor's Application for Payment

## III. ITEMIZED COST PROPOSAL

**Basic Services**

Basic Services are those services provided by Studio Steinbomer, Wilson & Girgenti, DataCom Design Group, and Emporium Estimates. The fees to provide the anticipated services outlined above shall be billed on an hourly, not-to-exceed basis. The estimated fee per discipline is listed below:

| | |
|---|---|
| Architectural Services: | $ 126,900 |
| MEP Engineering Services: | $ 71,800 |
| IT and Security Planning Consulting Services: | $ 41,000 |
| Construction Cost Estimating Services: | $ 1,375 |
| **Total Basic Services Fees:** | **$ 241,075** |

## IV. REIMBURSABLE EXPENSES:

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.

## V. ASSUMPTIONS, EXCLUSIONS, AND CONDITIONS:

The scope of services presented herein and associated costs are based upon the design team's understanding of the proposed project scope. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

This proposal is based on the following assumptions and conditions:

- This proposal assumes that any as-built documentation available for the existing building, including digital forms such as PDFs or CAD files, will be shared by the County.
- The County will provide access to the building as necessary for field investigation. This Project will not pursue LEED Certification. All Energy modeling, commissioning, and/or life cycle cost analysis is excluded.
- Any additional design studies beyond those described, or any changes to the approved design, may be provided as an additional service billed on an hourly basis.
- Attendance at meetings or presentations other than those listed may be accommodated as an additional service billed at the hourly rates.
- Building energy operating or life cycle cost analyses are not included in basic services.
- Commissioning and testing of technology systems is not included in basic services.
- Clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN's/WAN's) are not included in basic services.
- The building HVAC system will be tied into the Auto Logic controls.
- Distributed Antenna Systems (DAS) consultation and design is not included in basic services.
- AudioVisual design for any spaces other than those expressly noted above is not included in basic services.
- Content development for digital signage / wayfinding devices is not included in basic services.
- Perimeter/Parking Security, including both Access Control and Surveillance, Remote Central Dispatch Center, Fire Alarm system intercom, including Areas of Refuge, and Threat Vulnerability consultation and reporting are not included in basic services.
- Record documents at the close of the project are not included as part of Basic Services but may be included as an additional service.
- We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 45 days from the date of the invoice.

- Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.

We thank you for this opportunity and look forward to working with you.

Sincerely,

Studio Steinbomer

ACCEPTED:

---

Name Date

Attachments: Attachment A – Scope of Work Summary

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

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ARCHITECTURE & INTERIORS

# Attachment A:
# Scope of Work Summary

Below is a summary of the various departments and areas slated for renovations. Refer to Feasibility drawings and documents for additional information

---

### County Attorney

- Scope of work summary includes:
  - Provide new enclosed office(s) to accommodate nine employees
  - Provide new carpet
  - Provide new ceiling grid and tile
  - Provide new lighting and electrical
  - Provide new floor-to-ceiling toilet partitions and solid doors at existing restroom

---

### District Attorney

- Scope of work summary includes:
  - Provide new flooring in all new and affected areas (carpet)
  - Create new private staff restrooms from existing public restroom
  - Enlarge existing three (three) offices on West side
  - Adjust walls and door locations for office and conference room adjacent to District Attorney's office
  - Provide new doors with vision lights throughout space
  - Provide new LED lighting

---

### Renovation of First Floor Shell Space Into a New District Courtroom:

- Scope of work summary includes:
  - Finish out new courtroom, including new court bench, jury box, jury room, etc.
  - Provide new Judge's quarters in adjacent shelled space and part of adjacent occupied space (currently existing judge's quarters)
  - Provide new flooring (carpet)
  - Provide new celling grid and tiles
  - Provide new light fixtures
  - Verify and/or improve wall acoustics
  - New Audio/ Video systems to match current proposal
  - New Security/ Add duress button in judge's chambers

---

### New Breakroom On Second Floor, South End

- Scope of work summary includes:
  - Provide frosted storefront for privacy while allowing light to filter in
  - Provide a cardreader for restricted access

- Provide new ceiling and lighting
- Relocate Fire Hose for accessibility
- Provide new millwork

---

Basement Level Jury Call Room:

- Scope of work summary includes:
  - Provide new ceiling grid and tiles
  - Provide new light fixtures
  - Renovate existing judge's bench; include bulletproof material
  - Create new office out of storage room
  - Improve/add A/V
  - Provide new ceiling grid, tiles, and lighting in entry corridor and adjacent hall to Jury Call Room

---

District Clerk:

- Scope of work summary includes:
  - Convert existing breakroom into more office or conference space
  - Provide new ceiling grid and tile and new lighting in affected areas
  - Provide new carpet in affected areas

---

Restrooms – Levels 1 and 2 South - Men's; Level 1, Mid-building – Women's

- Scope of work summary includes:
  - Update all floor, wall, and ceiling finishes
  - Provide new plumbing fixtures
  - Provide new light fixtures
  - Provide new mirrors
  - Provide new toilet/urinal partitions

---

Attic Space:

- Scope of work summary includes, but is not limited to, the following:
  - Provide new server room

## 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

steinbomer bramwell vrazel
ARCHITECTS

# GENERAL TERMS AND CONDITIONS

Year 2019 Hourly Billing Rates for Architectural Services:

| | |
|---|---|
| Principal | $180 |
| Senior Architect | $160 |
| Architect | $130 |
| Senior Project Manager | $125 |
| Project Manager | $120 |
| Associate Designer IV | $110 |
| Associate Designer III | $100 |
| Associate Designer II | $ 90 |
| Associate Designer I | $ 80 |
| Student Intern | $ 55 |
| Clerical | $ 55 |

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include photography, printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost.

The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

1400 S Congress Ave.
Suite B202
Austin, TX 78704

P: 512.479.0022
F: 512.477.4668
www.steinbomer.com

**Wilson & Girgenti**

| Classification of Employee | Hourly Rate |
|---|---|
| Principal | $ 240.00 |
| Senior Engineer/Project Manager | $ 180.00 |
| Engineer/Sr. Designer | $ 140.00 |
| Designer | $ 125.00 |
| Draftsman | $ 110.00 |
| Administrative | $ 75.00 |

**V. REIMBURSABLE EXPENSES:**

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.

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ARCHITECTURE & INTERIORS

March 21, 2019

Mr. Bob Lubecker
Facilities Project Manager
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Feasibility Study Scope and Cost Proposal – Hourly Rates

Dear Mr. Lubecker:

Below are the hourly rates for Emporium Estimates and DataCom Design Group:

Emporium Estimates: $25/hour

DataCom Design Group:

| | |
|---|---|
| Principal | 198.00 |
| Associate Principal | 186.00 |
| Senior Project Manager | 179.00 |
| Senior Technology Consultant | 160.00 |
| Technology Consultant | 138.00 |
| Contract Administration | 98.00 |
| Technology Support (CAD/BIM) | 67.00 |
| Administrative / Accounting | 58.00 |

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 10/08/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the CR 198 Manville Water Tank Si 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 preliminary plat for the CR 198 Manville Water Tank Site subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 1 lot and no new public roads.

**Timeline**

2019-05-24 – initial submittal of the preliminary plat
2019-07-11 – 1st review complete with comments
2019-07-31 – 2nd submittal of preliminary plat
2019-08-07 – 2nd review complete with all comments cleared
2019-10-02 – approval of the plat by the City of Pflugerville
2019-10-03 – preliminary plat placed on the October 8, 2019 Commissioners Court agenda for consideration

---

**Fiscal Impact**

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

**Attachments**

preliminary plat - CR 198 Manville Water Tank

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:41 AM |
| Form Started By: Adam Boatright | | Started On: 10/02/2019 09:14 PM |
| Final Approval Date: 10/03/2019 | | |

PRELIMINARY PLAN ONLY–NOT FOR RECORDATION

# CR 198 – MANVILLE WATER TANK SITE

WILLIAMSON COUNTY, TEXAS

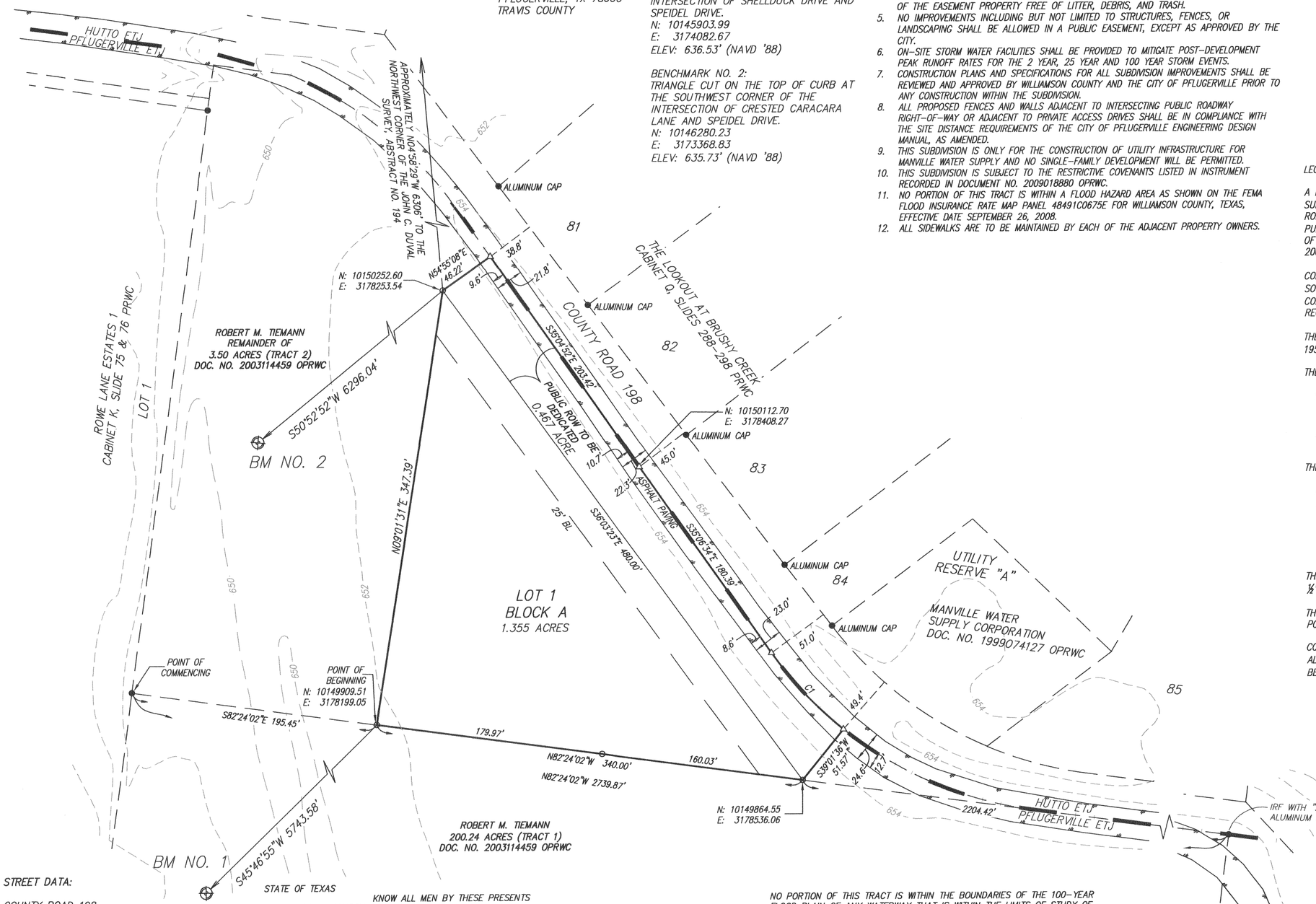
LEGEND:

- ● = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP (UNLESS NOTED OTHERWISE)
- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- △ = CALCULATED POINT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- ROW = RIGHT–OF–WAY
- = APPROXIMATE ETJ LINE
- = BENCHMARK
- BL = BUILDING LINE

BEARING BASIS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SCALE: 1"=60'

0 60' 120' 180' 240'




OWNER:

ROBERT M. TIEMANN
4421 ROWE LANE
PFLUGERVILLE, TX 78660
TRAVIS COUNTY

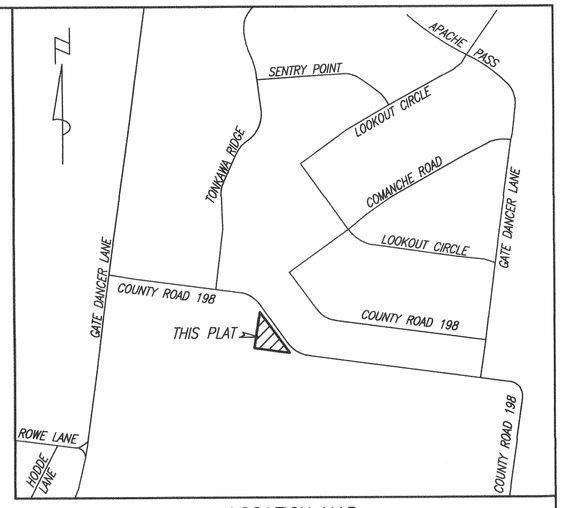
BENCHMARKS:

BENCHMARK NO. 1:
TRIANGLE CUT ON THE TOP OF CURB AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SHELLDUCK DRIVE AND SPEIDEL DRIVE.
N: 10145903.99
E: 3174082.67
ELEV: 636.53' (NAVD '88)

BENCHMARK NO. 2:
TRIANGLE CUT ON THE TOP OF CURB AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CRESTED CARACARA LANE AND SPEIDEL DRIVE.
N: 10146280.23
E: 3173368.83
ELEV: 635.73' (NAVD '88)

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE ETJ.
2. A TEN–FOOT (10') PUBLIC UTILITY EASEMENT (P.U.E.) SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
3. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY WILLIAMSON COUNTY AND THE CITY OF PFLUGERVILLE.
4. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, AS AMENDED. THE GRANTOR [PROPERTY OWNER(S)], 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. ON–SITE STORM WATER FACILITIES SHALL BE PROVIDED TO MITIGATE POST–DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
7. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY WILLIAMSON COUNTY AND THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
8. ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT–OF–WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
9. THIS SUBDIVISION IS ONLY FOR THE CONSTRUCTION OF UTILITY INFRASTRUCTURE FOR MANVILLE WATER SUPPLY AND NO SINGLE–FAMILY DEVELOPMENT WILL BE PERMITTED.
10. THIS SUBDIVISION IS SUBJECT TO THE RESTRICTIVE COVENANTS LISTED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2009018880 OPRWC.
11. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL 48491C0675E FOR WILLIAMSON COUNTY, TEXAS, EFFECTIVE DATE SEPTEMBER 26, 2008.
12. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.




LOCATION MAP

SCALE: 1" = 1000'

LEGAL DESCRIPTION

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194; BEING PART OF A 3.50 ACRE (TRACT 2) OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2003114459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), TEXAS AND PART OF A 0.61 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NUMBER 2003114458, OPRWC; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ½" IRON ROD FOUND WITH CAP MARKED "RJS" SET MONUMENTING THE SOUTHWEST CORNER OF THE ABOVE REFERENCED 3.50 ACRE (TRACT 2) AND THE NORTHWEST CORNER OF A 200.24 ACRE (TRACT 1) CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2003114159, OPRWC;

THENCE WITH THE NORTH LINE OF SAID 200.24 ACRE (TRACT 1), S82°24'02"E A DISTANCE OF 195.45 FEET TO A ½" IRON ROD SET, FOR THE POINT OF BEGINNING OF THIS TRACT;

THENCE ACROSS SAID 3.50 ACRE TRACT, THE FOLLOWING TWO COURSES:

1. N09°01'31"E A DISTANCE OF 347.39 FEET TO A ½" IRON ROD SET, FROM WHICH THE NORTHWEST CORNER OF THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194 BEARS APPROXIMATELY N04°58'29"W A DISTANCE OF 6306 FEET;
2. N54°55'08"E A DISTANCE OF 46.22 FEET TO A CALCULATED POINT ON THE NORTHEAST LINE OF SAID 3.50 ACRE TRACT;

THENCE ALONG SAID NORTHEAST LINE, THE FOLLOWING THREE COURSES:

1. S35°04'52"E A DISTANCE OF 203.42 FEET TO A CALCULATED POINT;
2. S35°06'34"E A DISTANCE OF 180.39 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT;
3. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 83.06 FEET, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 15°51'50", AND A CHORD BEARING S43°02'29"E, 82.80 FEET TO A CALCULATED POINT;

THENCE ACROSS SAID 0.61 ACRE TRACT, S39°01'36"W A DISTANCE OF 51.57 FEET TO A ½" IRON ROD SET ON THE NORTH LINE OF SAID 200.24 ACRE TRACT;

THENCE ALONG SAID NORTH LINE, N82°24'02"W A DISTANCE OF 340.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 1.822 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CH. BRNG. | CH. DIST. |
| C1 | 83.06' | 300.00' | 015°51'50" | S43°02'29"E | 82.80' |

STREET DATA:

COUNTY ROAD 198
RIGHT–OF–WAY: VARIABLE WIDTH
LENGTH: 467'

SITE DATA:

| | |
|---|---|
| LOT 1, BLOCK A: | 1.355 ACRES |
| ROW TO BE DEDICATED: | 0.467 ACRE |
| AREA OF THIS PLAT: | 1.822 ACRES |

LOTS: 1
BLOCKS: 1

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

THAT I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON 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.

7/26/2019
STEPHEN R. LAWRENCE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

STATE OF TEXAS REGISTERED STEPHEN R. LAWRENCE 6352 PROFESSIONAL LAND SURVEYOR

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100–YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48491C0675E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

7/26/19
J. KEITH COLLINS, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS

STATE OF TEXAS J. KEITH COLLINS 80579 REGISTERED PROFESSIONAL ENGINEER

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.

| NO | DATE | DESCRIPTION OF REVISION | APPROVAL |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

DATE: MAY 20, 2019 SUBMITTAL DATE: MAY 20, 2019


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836–4793 FAX: (512) 836–4817 F–9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836–4793 FAX: (512) 836–4817 F–10015400


SHEET 1 OF 1 SHEETS

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 10/08/2019

Discuss consider and take appropriate action on approval of the replat of Lot 34 Blk 12 of the Sonterra West Section 7 Phase 2A-1 subdivision – Pct 3

**Submitted For:** Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure **Division:** Road & Bridge

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat of Lot 34, Block 12 of the Sonterra West Section 7 Phase 2A-1 subdivision – Precinct 3.

**Background**

This is a replat of Lot 34, Block 12 of the Sonterra West Section 7 Phase 2A-1 subdivision. This replat will subdivide one existing lot into four newly configured lots. There are no new roadways.

**Timeline**

2019-05-13 – initial submittal of replat
2019-06-06 – 1st review complete with comments
2019-06-17 – 2nd submittal of replat
2019-07-03 – 2nd review complete with comments
2019-08-19 – 3rd submittal of replat
2019-08-29 – 3rd review complete with comments
2019-09-05 – 4th submittal of replat
2019-09-09 – 4th review complete and all comments clear
2019-10-01 – receipt of replat with all signatures
2019-10-03 – replat placed on the October 8, 2019 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

**Attachments**

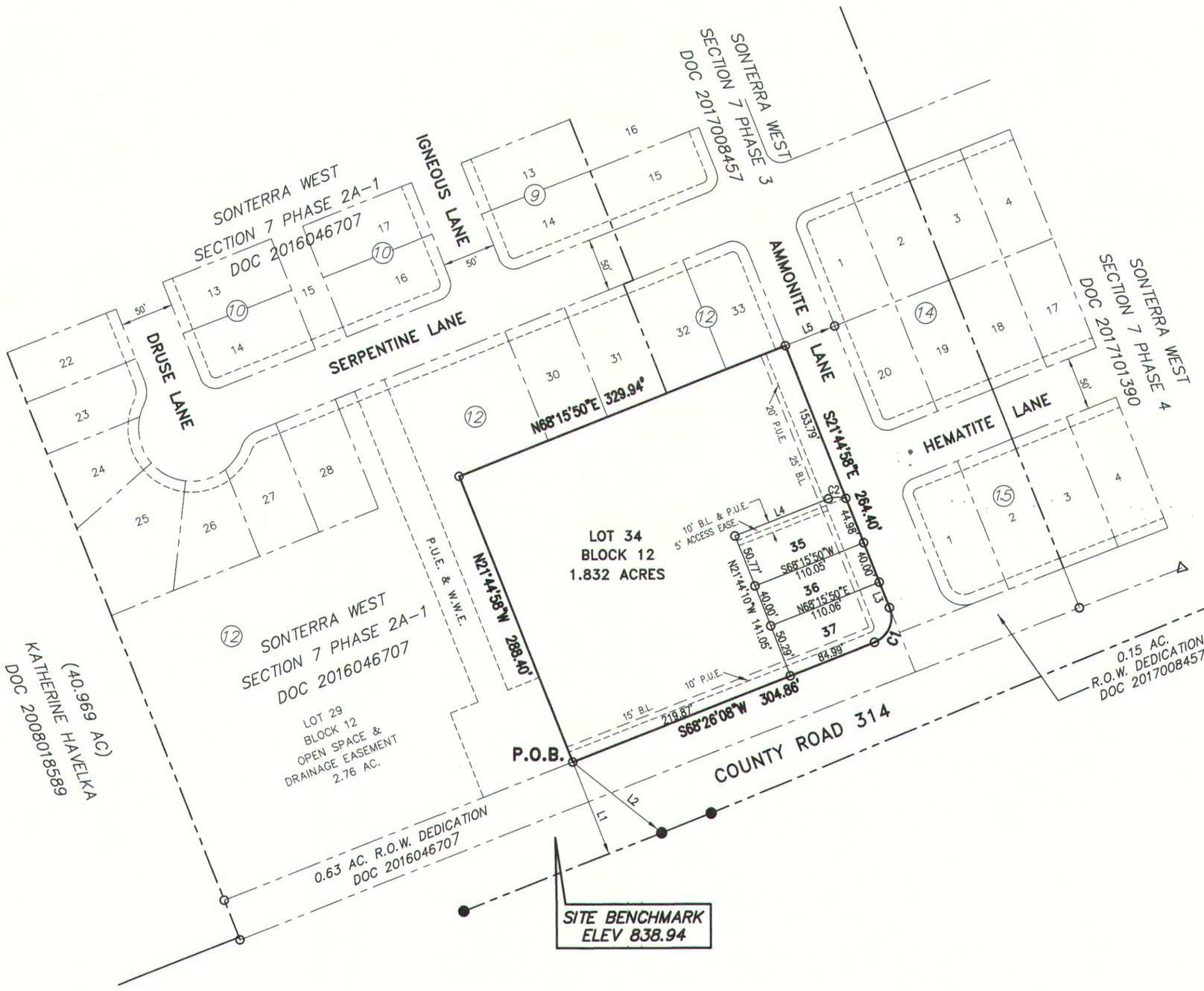
replat - Lot 34 Blk 12 Sonterra West Sec 7 Ph 2A-1

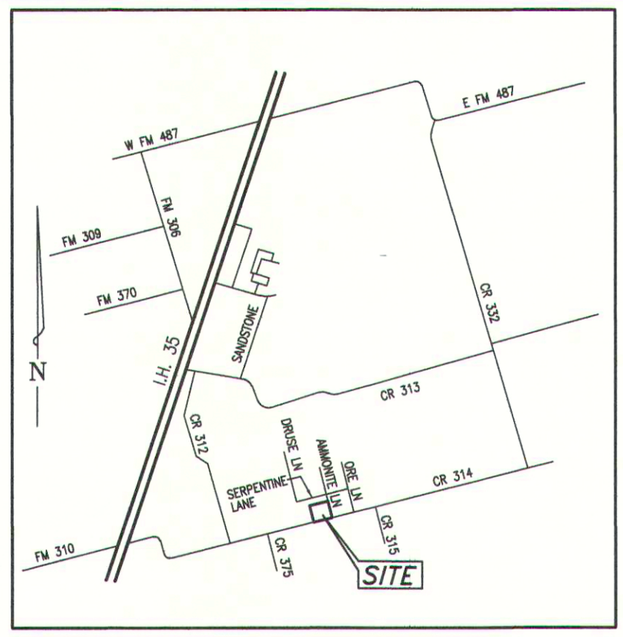
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**Form Review**

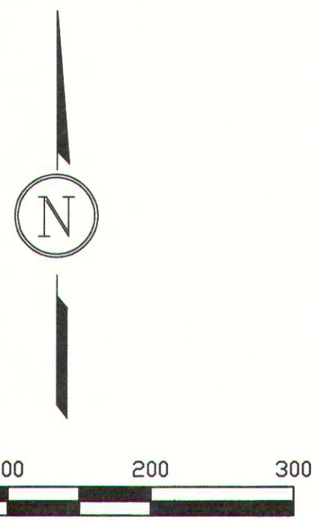
| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:53 AM |
| Form Started By: Adam Boatright | | Started On: 10/02/2019 09:27 PM |
| Final Approval Date: 10/03/2019 | | |

# REPLAT OF
# LOT 34 BLOCK 12
# SONTERRA WEST SECTION 7 PHASE 2A-1




**LOCATION MAP**
NOT TO SCALE




SCALE: 1"=100'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99985091.

ELEVATIONS ARE NAVD88 (GEOID 12A)

LEGAL DESCRIPTION:
2.185 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO.
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.L.P.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A-1
AUSTIN, TEXAS 78744
512-443-1174

*BUILDING SETBACKS:*

| | |
|---|---|
| *FRONT STREET* | *25'* |
| *SIDE STREET* | *15'* |
| *REAR* | *10'* |
| *SIDE* | *5'* |

LEGEND

| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
| ● | 1/2"STEEL PIN FOUND (UNLESS NOTED) |
| ○ | 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.' |
| ⊙ | PIPE FOUND |
| ▲ | NAIL FOUND |
| △ | COMPUTED POINT |
| P.O.B. | POINT OF BEGINNING |
| F/C○ | FENCE CORNER POST |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| W.W.E. | WASTEWATER EASEMENT |
| B.L. | BUILDING LINE |
| (BRG.~DIST.) | RECORD CALL |
| ⑨ | BLOCK LABEL |
| M.L.F.E. | MINIMUM LOWEST FLOOR ELEVATION NAVD88 |
| R.O.W. | RIGHT-OF-WAY |

SITE BENCHMARK – SQUARE CUT ON CONCRETE APRON, NORTH SIDE OF CO. RD. 314, S13°43'W 67.8 FEET FROM S.W. CORNER OF SUBDIVISION.

ELEVATION 838.94' (NAVD88, GEOID 12A)

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S21°35'36"E | 92.41' |
| L2 | S51°37'08"E | 106.74' |
| L3 | S21°44'58"E | 25.63' |
| L4 | N68°15'50"E | 94.62' |
| L5 | N68°15'49"E | 50.00' |

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 25.00' | 89°58'18" | 39.26' | S23°27'00"W | 35.35' |
| C2 | 23.42' | 41°09'43" | 16.82' | N88°50'41"E | 16.46' |

FIELD NOTE DESCRIPTION
SONTERRA WEST SECTION 7 PHASE 2A-1
REPLAT OF LOT 34 BLOCK 12
ISAAC BUNKER SURVEY A-54
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 2.185 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 34, BLOCK 12, SONTERRA WEST SECTION 7 PHASE 2A-1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2016046707 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID LOT 34 BEING A PORTION OF THAT CERTAIN 18.976 ACRE TRACT CONVEYED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2016013829 AND A PORTION OF THAT CERTAIN 2.398 ACRE PORTION OF TRACT THREE CONVEYED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2016026206 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID 2.185 ACRES OF LAND BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch diameter steel pin set with cap marked Lenz & Assoc at the southwest corner of the said Lot 34, Block A and 2.398 acre Sonwest Co. tract, the same being the southeast corner of Lot 29, Block 12 of the said Sonterra West Section 7 Phase 2A-1 subdivision and being on the north right-of-way line of County Road 314.

THENCE, N 21°44'58" W, a distance of 288.40 feet to a ½ inch diameter steel pin set with cap marked Lenz & Assoc at the northwest corner of the said Lot 34, the same being an interior corner of the said Lot 29;

THENCE, N 68°15'50" E, a distance of 329.94 feet to a ½ inch diameter steel pin set with cap marked Lenz & Assoc on the west right-of-way line of Ammonite Lane at the northeast corner of the said Lot 34, the same being the southeast corner of Lot 33, Block 12, Sonterra West Section 7 Phase 3, a subdivision of record in Document Number 2017008457 of the Official Public Records of Williamson County, Texas;

THENCE, S 21°44'58" E, a distance of 264.40 feet along the west right-of-way line of Ammonite Lane to a ½ inch diameter steel pin set with cap marked Lenz & Assoc;

THENCE, with a curve to the right, having a central angle of 89°58'18", a radius of 25.00 feet, an arc of 39.26 feet and a chord bearing and distance of S 23°27'00" W, 35.35 feet to a ½ inch diameter steel pin set with cap marked Lenz & Assoc on the north right-of-way line of County Road 314;

THENCE, S 68°26'08" W, a distance of 304.86 feet along the north right-of-way line of County Road 314 to the PLACE OF BEGINNING, containing 2.185 acres of land, more or less.



REVISION #3: SEPT. 5, 2019
REVISION #2: AUGUST 15, 2019
REVISION #1: JUNE 11, 2019
SUBMITTAL DATE: MAY 13, 2019

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A-1
AUSTIN, TEXAS 78744
SURVEY # 2005-0363T-1 F.B.

# REPLAT OF
# LOT 34 BLOCK 12
# SONTERRA WEST SECTION 7 PHASE 2A-1

NOTES:

1) 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 PERIMEMTER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

2) 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.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS FROM LOT 37 TO COUNTY ROAD 314 IS PROHIBITED.

10) 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.

11) 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.

12) 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.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) 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.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

17) NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) AN ADDITIONAL EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND ALONG EACH REAR LOT LINE FOR PUBLIC UTILITIES.

20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

21) 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.

22) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

23) 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.



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A-1
AUSTIN, TEXAS 78744
SURVEY # 2005-0363T-1 F.B.

# REPLAT OF
# LOT 34 BLOCK 12
# SONTERRA WEST SECTION 7 PHASE 2A-1

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON DESCRIBED AS LOT 34, BLOCK 12, SONTERRA WEST SECTION 7 PHASE 2A–1, OF RECORD IN DOCUMENT NUMBER 2016046707 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 18.976 ACRE TRACT CONVEYED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2016013829 AND A PORTION OF THAT CERTAIN 2.398 ACRE PORTION OF TRACT THREE CONVEYED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2016026206 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE THE SAID LOT 34, BLOCK 12 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 "REPLAT OF LOT 34, BLOCK 12, SONTERRA WEST SECTION 7 PHASE 2A–1."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 10th DAY OF Sept, 2019.

SONWEST CO.
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C–100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF Sept, 2019, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Roberta Jo Lenz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 9/17/2021

ROBERTA JO LENZ
My Notary ID # 7054901
Expires September 17, 2021

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

9-10-2019
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290–00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

9-10-2019
SCOTT J. FOSTER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19th DAY OF September, 2019 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

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.

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. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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. AND DULY RECORDED THIS THE ___ DAY OF _____, 20__, A.D.,
AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY



LENZ & ASSOCIATES, INC.
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4150 FREIDRICH LANE, SUITE A–1
AUSTIN, TEXAS 78744

SURVEY # 2005–0363T–1 F.B.

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 10/08/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Eiben Point 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 preliminary plat for the Eiben Point subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 16 lots and 850 feet of new public roads.

**Timeline**

2019-04-12 – initial submittal of the preliminary plat
2019-05-07 – 1st review complete with comments
2019-08-27 – 2nd submittal of preliminary plat
2019-09-09 – 2nd review complete with comments
2019-09-11 – 3rd submittal of preliminary plat
2019-09-20 – 3rd review complete with comments clear
2019-10-03 – preliminary plat placed on the October 8, 2019 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

**Attachments**

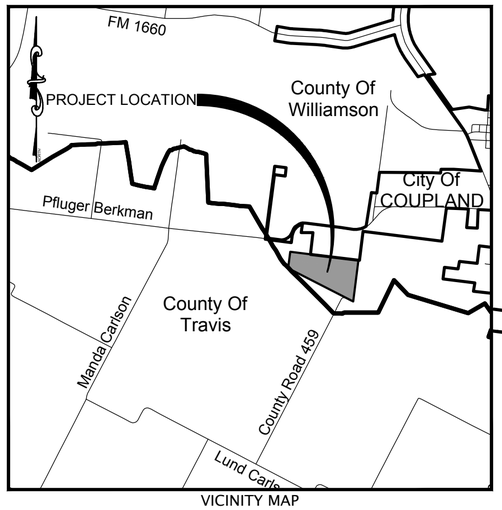
preliminary plat - Eiben Point

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:53 AM |
| Form Started By: Adam Boatright | | Started On: 10/02/2019 09:29 PM |
| Final Approval Date: 10/03/2019 | | |

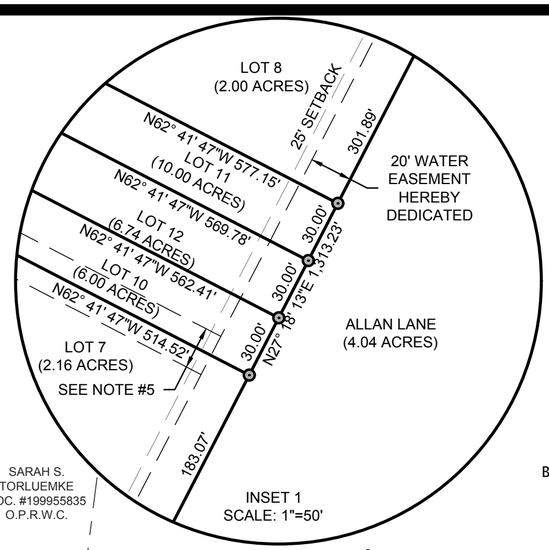
# PRELIMINARY PLAT OF EIBEN POINT SUBDIVISION

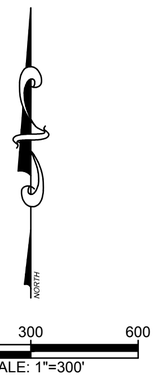



VICINITY MAP
SCALE: 1"=5,000'

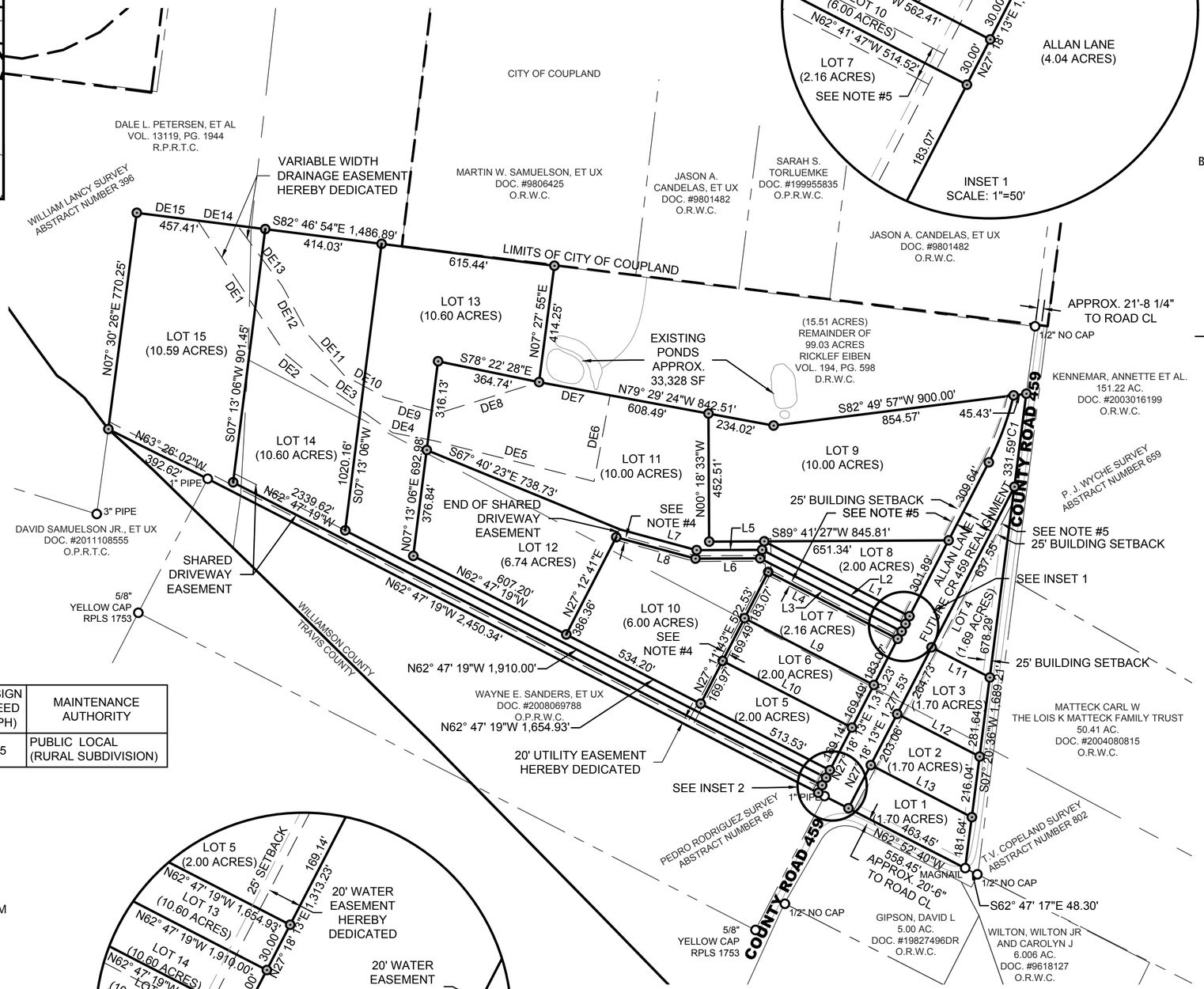
| PROPERTY CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | LENGTH | RADIUS | CHORD |
| C1 | 13°56'36" | 013°56'36"' | 1,040.00' | N20° 19' 55"E 252.47' |

| PROPERTY LINE TABLE | | |
|---|---|---|
| LINE # | DISTANCE | BEARING |
| L1 | 577.15' | N62° 41' 47"W |
| L2 | 569.78' | N62° 41' 47"W |
| L3 | 562.41' | N62° 41' 47"W |
| L4 | 514.52' | N62° 41' 47"W |
| L5 | 231.69' | S89° 41' 27"W |
| L6 | 228.39' | S89° 41' 27"W |
| L7 | 279.61' | S74° 52' 14"E |
| L8 | 290.09' | N74° 52' 14"W |
| L9 | 514.17' | N62° 41' 47"W |
| L10 | 513.85' | N62° 41' 47"W |
| L11 | 231.55' | S62° 41' 47"E |
| L12 | 327.69' | S62° 41' 47"E |
| L13 | 401.44' | S62° 41' 47"E |




BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

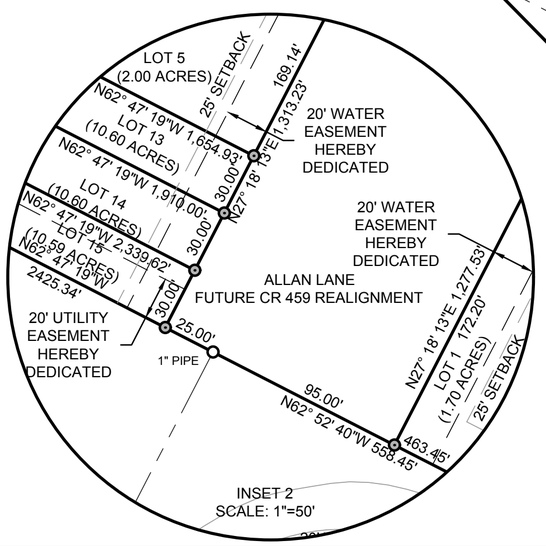



## LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND, AS DESCRIBED

| DRAINAGE EASEMENT LINE TABLE | | |
|---|---|---|
| LINE # | DISTANCE | BEARING |
| DE1 | 565.62' | S33° 22' 45"E |
| DE2 | 84.69' | S50° 24' 56"E |
| DE3 | 384.29' | S54° 30' 35"E |
| DE4 | 150.01' | S79° 07' 40"E |
| DE5 | 582.22' | S75° 43' 29"E |
| DE6 | 309.54' | N10° 30' 36"E |
| DE7 | 255.11' | N79° 29' 24"W |
| DE8 | 367.32' | S72° 48' 41"W |
| DE9 | 203.58' | N74° 20' 12"W |
| DE10 | 161.18' | N61° 17' 39"W |
| DE11 | 189.34' | N41° 38' 38"W |
| DE12 | 197.56' | N28° 09' 51"W |
| DE13 | 265.10' | N36° 32' 45"W |
| DE14 | 142.46' | N82° 46' 54"W |
| DE15 | 216.44' | S82° 46' 54"E |

| STREET NAME | ROW WIDTH (FT) | ROADWAY LENGTH (FT) | PAVEMENT WIDTH (FT) | DESIGN SPEED (MPH) | MAINTENANCE AUTHORITY |
|---|---|---|---|---|---|
| ALLAN LANE | 60 | 850 | 20 | 25 | PUBLIC LOCAL (RURAL SUBDIVISION) |




NOTES:
1. THERE ARE NO EXISTING UTILITIES ON THE PARENT TRACT.
2. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
3. LOTS 10, 11, 12, 13, 14 AND 15 MAY NOT BE FURTHER SUBDIVIDED.
4. 20' ELECTRIC EASEMENT HEREBY DEDICATED.
5. 20' WATER EASEMENT HEREBY DEDICATED.
6. A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 13, 14 AND 15. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "BOTKIN LANE".
7. A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 10, 11 AND 12. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "KNAPP LANE".

OWNER: STEPHEN FREEMAN
WADE LAND PARTNERS
2307 OAK SPRINGS COVE
ROUND ROCK, TEXAS 78681
PHONE 512.364.5335
EMAIL STEPHEN@FREEMANHOMESTX.COM

SURVEYOR: KENNETH L. CRIDER, RPLS
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
PHONE 512.930.1600
EMAIL KEN@TEXAS-LS.COM

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 4/12/2019

REVISION DATE:

ORIGINAL SURVEY: P.J. WYCHE SURVEY, ABSTRACT NO. 659
T.V. COPELAND SURVEY, ABSTRACT NO. 802
WILLIAM LANCY ABSTRACT, SURVEY NO. 396

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48021C0025E, DATED 01/19/06


M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP | SURVEYING
TEXAS REGISTERED ENGINEERING FIRM F-1394 SURVEYING FIRM # 10044200

CONTACT
WWW.MSENGR.COM
PHONE: (830) 228-5446
FAX: (830) 885-2170

MAIN OFFICE
P.O. BOX 970
6477 FM 311
SPRING BRANCH, TX 78070

BRANCH OFFICE
102 W. MORROW ST, STE 101
GEORGWTOWN, TX 78626
PHONE: (830) 228-5446



Date: Oct 02, 2019, 10:40am User ID: areilly
File: T:\active projects\2019\81 georgetown general civil\8119wadel001 - eiben point\dwg\Sheets\Plat\8119WADEL001-PLAT-PRELIMINARY.dwg

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 10/08/2019

Discuss consider and take appropriate action on approval of the amending plat for the PEC Liberty Hill Substation subdivision – Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure **Division:** Road & Bridge

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the amending plat for the PEC Liberty Hill Substation subdivision – Precinct 2.

**Background**

This amending plat is solely for the purpose of adjusting the eastern lot line of the single lot. There are no new lots being created and no new roads.

**Timeline**

2019-07-19 – initial submittal of amending plat
2019-07-31 – 1st review complete with comments
2019-09-05 – 2nd submittal of amending plat
2019-09-09 – 2nd review complete with all comments cleared
2019-09-30 – amending plat received with all signatures
2019-10-03 – amending plat placed on the October 8, 2019 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

**Attachments**

amending plat - PEC Liberty Hill Substation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:53 AM |
| Form Started By: Adam Boatright | | Started On: 10/02/2019 09:40 PM |
| Final Approval Date: 10/03/2019 | | |

# AMENDING PLAT OF PEC LIBERTY HILL SUBSTATION
# WILLIAMSON COUNTY, TEXAS

GRAPHIC SCALE
0 100 200 400
(IN FEET)
1 INCH = 200 FT

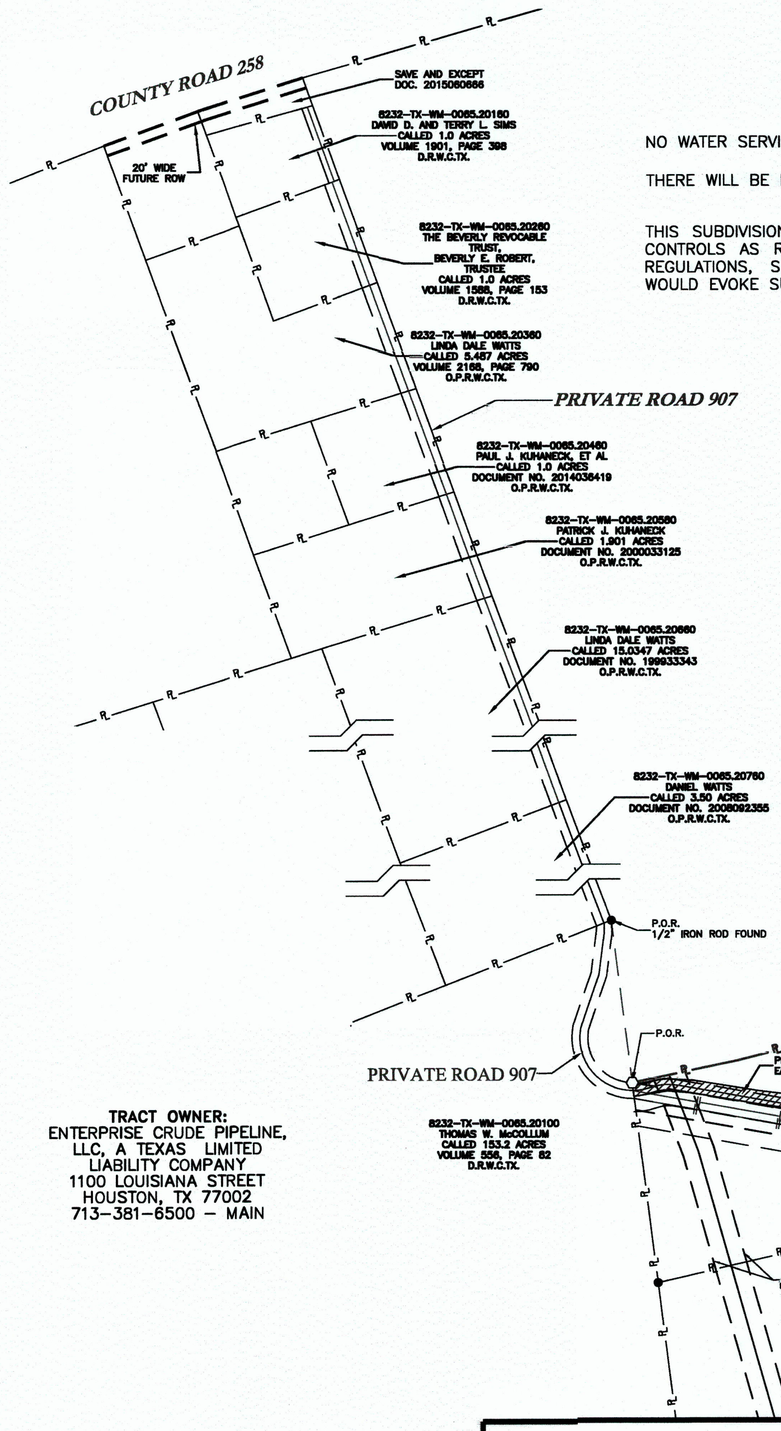
NOTES:
1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. 4203, NAD 83 (CORS 2002). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM WITH A COMBINED SCALE FACTOR OF 1.00014819.

2. RECORD INFORMATION SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY OTHERS.

3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.

LEGEND

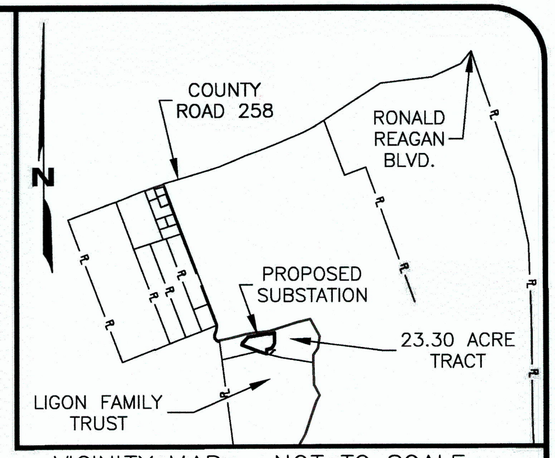
| | |
|---|---|
| —R—R— | PARCEL LIMITS |
| —R—R— | ETJ LIMITS |
| ━━━━ | PROPOSED SUBSTATION |
| — — — — | ADJOINER PROPERTY |
| —x—x—x— | EXISTING FENCE |
| —\|\|—\|\|—\|\|— | EXISTING PIPELINE |
| ❀ | TREE (AS NOTED) |
| ● | 5/8" IRON ROD FOUND WITH CAP STAMPED "SAM" FOUND (OR AS NOTED) |
| △ | 5/8" IRON ROD (TO BE SET) |
| ⬡ | FENCE CORNER FOUND (AS NOTED) |
| D.R.W.C.TX. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |




NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION.

THERE WILL BE NO ON-SITE SEWAGE FACILITIES ON THIS PROPERTY.

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.

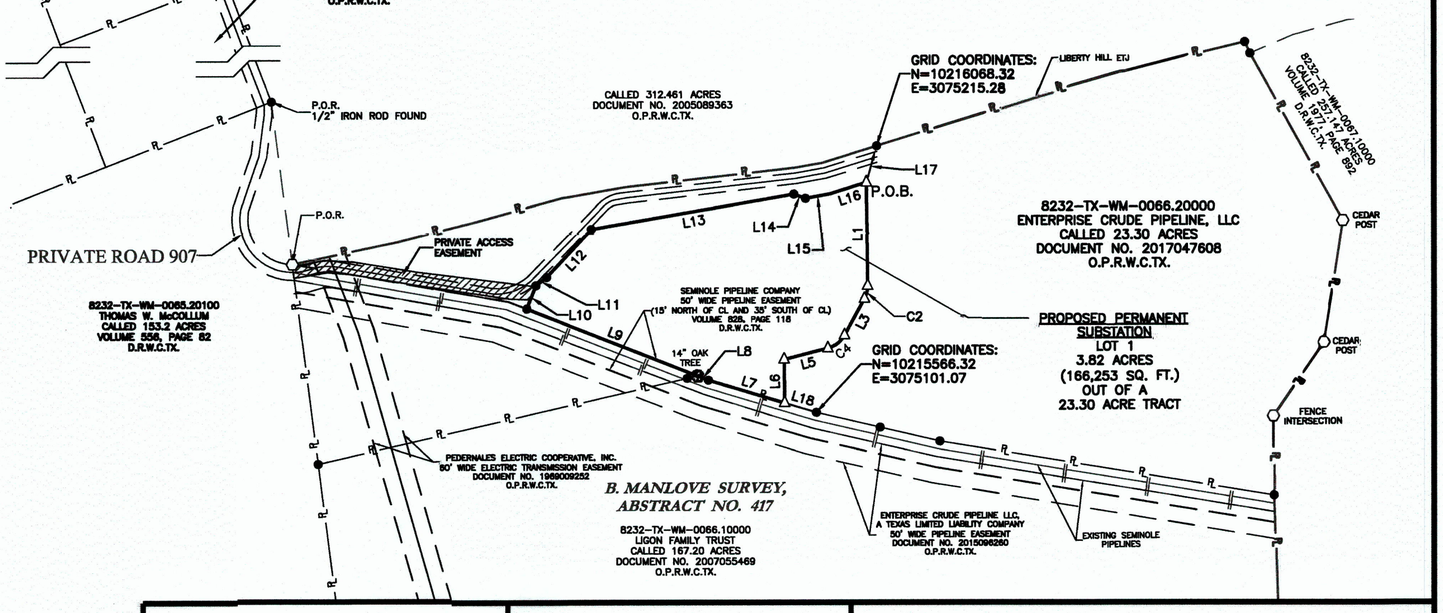



VICINITY MAP – NOT TO SCALE

| LINE TABLE | | |
|---|---|---|
| NUMBER | DIRECTION | LENGTH |
| L1 | S00°41'33"E | 194.35' |
| L3 | S28°44'12"W | 78.53' |
| L5 | S75°39'55"W | 85.22' |
| L6 | S00°41'33"E | 82.00' |
| L7 | N73°25'40"W | 150.63' |
| L8 | N68°36'06"W | 21.85' |
| L9 | N68°36'06"W | 347.36' |
| L10 | N21°23'54"E | 47.44' |

| LINE TABLE | | |
|---|---|---|
| NUMBER | DIRECTION | LENGTH |
| L11 | N52°44'43"E | 25.56' |
| L12 | N42°48'02"E | 124.31' |
| L13 | N80°19'47"E | 388.91' |
| L14 | S89°45'00"E | 23.30' |
| L15 | N79°58'14"E | 47.26' |
| L16 | N72°46'59"E | 72.07' |
| L17 | N15°50'49"E | 71.61' |
| L18 | S73°25'40"E | 62.54' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD LENGTH |
| C2 | 029°25'44" | 50.00' | 25.68' | S14°01'20"W | 25.40' |
| C4 | 046°55'43" | 50.00' | 40.95' | S52°12'03"W | 39.82' |




**TRACT OWNER:**
ENTERPRISE CRUDE PIPELINE, LLC, A TEXAS LIMITED LIABILITY COMPANY
1100 LOUISIANA STREET
HOUSTON, TX 77002
713-381-6500 – MAIN

**SURVEYOR APPROVAL**

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

I, CODY A . CLARK, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND TO THE BEST OF MY KNOWLEDGE CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,
THIS 8th DAY OF August, 2019.

STATE OF TEXAS
REGISTERED
CODY A. CLARK
6469
PROFESSIONAL
LAND SURVEYOR

Cody A. Clark
STATE OF TEXAS NO. 6469

| | |
|---|---|
| PROJECT: | MIDLAND TO SEALY SEGMENT 4 |
| JOB NUMBER: | 35735 |
| SURVEY DATE: | 06/05/2017 |
| SCALE: | 1"=200' |
| SURVEYOR: | CODY A. CLARK |
| TECHNICIAN: | L.TOPLEY |
| DRAWING: | PEDERNALES SUBSTATION.DWG |
| TRACT ID: | PEDERNALES SUBSTATION |

Pedernales Electric Cooperative, Inc.

SAM
SURVEYING • AERIAL MAPPING • ENGINEERING
7101 ENVOY COURT
DALLAS, TEXAS 75247
OFC: 214.631.7888
FAX: 214.631.7103
EMAIL: INFO@SAM.BIZ
Texas Firm Registration No. 10064300

# AMENDING PLAT OF PEC LIBERTY HILL SUBSTATION
# WILLIAMSON COUNTY, TEXAS

## FIELD NOTES

DESCRIPTION FOR A PROPOSED PERMANENT SUBSTATION ON AN ENTERPRISE CRUDE PIPELINE, LLC TRACT.

A DESCRIPTION FOR A 3.82 ACRE PROPOSED PERMANENT SUBSTATION, LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING WITHIN A CALLED 23.30 ACRE TRACT CONVEYED TO ENTERPRISE CRUDE PIPELINE, LLC, RECORDED IN DOCUMENT NO. 2017047608, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CALCULATED POINT IN SAID 23.30 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SUBSTATION, FOR THE POINT OF BEGINNING, FROM WHICH A 5/8–INCH IRON ROD WITH A CAP STAMPED "SAM" FOUND IN THE NORTH LINE OF SAID 23.30 ACRE TRACT, SAME BEING THE SOUTH LINE OF A CALLED 312.461 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2005089363, O.P.R.W.C.TX., BEARS, NORTH 15°50'49" EAST, A DISTANCE OF 71.61 FEET;

THENCE ACROSS SAID 23.30 ACRE TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1. SOUTH 00°41'33" EAST, A DISTANCE OF 194.35 FEET TO A CALCULATED POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2. SOUTHWESTERLY, A DISTANCE OF 25.68 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 29°25'44" WITH A CHORD BEARING OF SOUTH 14°01'20" WEST AND A CHORD LENGTH OF 25.40 FEET TO A CALCULATED POINT FOR THE END OF CURVE;
3. SOUTH 28°44'12" WEST, A DISTANCE OF 78.53 FEET TO A CALCULATED POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT;
4. SOUTHWESTERLY, A DISTANCE OF 40.95 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 46°55'43" WITH A CHORD BEARING OF SOUTH 52°12'03" WEST AND A CHORD LENGTH OF 39.82 FEET TO A CALCULATED POINT FOR THE END OF CURVE;
5. SOUTH 75°39'55" WEST, A DISTANCE OF 85.22 FEET TO A CALCULATED POINT;
6. SOUTH 00°41'33" EAST, A DISTANCE OF 82.00 FEET TO A CALCULATED POINT, FROM WHICH A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM" BEARS, SOUTH 73°25'40" EAST, A DISTANCE OF 62.54;
7. NORTH 73°25'40" WEST, A DISTANCE OF 150.63 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
8. NORTH 68°36'06" WEST, A DISTANCE OF 21.85 FEET TO A 14–INCH WIDE OAK TREE FOUND IN THE SOUTH LINE OF SAID 23.30 ACRE TRACT, SAME BEING THE NORTH LINE OF A CALLED 167.20 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2007055469 OF THE O.P.R.W.C.TX.;
9. NORTH 68°36'06" WEST, A DISTANCE OF 347.36 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
10. NORTH 21°23'54" EAST, A DISTANCE OF 47.44 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
11. NORTH 52°44'43" EAST, A DISTANCE OF 25.56 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
12. NORTH 42°48'02" EAST, A DISTANCE OF 124.31 FEET TO A 5/8–INCH IRON FOUND WITH A CAP STAMPED "SAM";
13. NORTH 80°19'47" EAST, A DISTANCE OF 388.91 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
14. SOUTH 69°45'00" EAST, A DISTANCE OF 23.30 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
15. NORTH 79°58'14" EAST, A DISTANCE OF 47.26 FEET TO A 5/8–INCH IRON ROD FOUND WITH A CAP STAMPED "SAM";
16. NORTH 72°46'59" EAST, A DISTANCE OF 72.07 FEET TO THE POINT OF BEGINNING, CONTAINING 3.82 ACRES OR 166,253 SQUARE FEET OF LAND, MORE OR LESS.

## SURVEYOR APPROVAL

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

I, CODY A . CLARK, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND TO THE BEST OF MY KNOWLEDGE CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,

THIS 8th DAY OF August, 2019.

STATE OF TEXAS NO. 6469

STATE OF TEXAS REGISTERED CODY A. CLARK 6469 PROFESSIONAL LAND SURVEYOR

## GENERAL NOTES:

1. PROPOSED USE: COMMERCIAL
2. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: ELECTRIC: PEDERNALES ELECTRIC COOP.
3. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
4. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
5. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
6. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
7. 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. 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.
8. THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL LOTS 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.
9. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. BEARINGS ARE IN TEXAS STATE PLANE, CENTRAL ZONE, NAD 83. DISTANCES ARE IN U.S. SURVEY FEET. THE COMBINED ADJUSTED SCALE FACTOR IS 1.00014819.

NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION.

THERE WILL BE NO ON–SITE SEWAGE FACILITIES ON THIS PROPERTY.

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.

## ENGINEER APPROVAL

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

I, DAVID L. PLATT, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN,

WILLIAMSON, TEXAS, THIS 30TH DAY OF August, 2019.

DAVID L. PLATT. P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 115964

STATE OF TEXAS DAVID L. PLATT 115964 LICENSED PROFESSIONAL ENGINEER

## OWNER SIGNATURE

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ {

I, ENTERPRISE CRUDE PIPELINE, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017047608 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"PEC LIBERTY HILL SUBSTATION SUBDIVISION"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20 DAY OF August, 2019.

ENTERPRISE CRUDE PIPELINE LLC
BY: ENTERPRISE CRUDE GP LLC, ITS SOLE MANAGER

BY: _____

GRAHAM W. BACON
EXECUTIVE VICE PRESIDENT

## NOTARY PUBLIC

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Harris {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GRAHAM W. BACON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2019 .

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 10-4-21

PAULA CARTER
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 2182337

## ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 30th DAY September OF, 2019 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR — DATE
Cindy Bridges

## COUNTY JUDGE'S APPROVAL

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
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
WILLIAMSON COUNTY, TEXAS

## COUNTY CLERK APPROVAL

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
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., AND

DULY RECORDED THIS THE _____ DAY OF _____, 20__, A.D.,

AT ___ O'CLOCK,__.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

DOCUMENT NO. _____.

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

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

BY: _____, DEPUTY

| | |
|---|---|
| PROJECT: | MIDLAND TO SEALY SEGMENT 4 |
| JOB NUMBER: | 35735 |
| SURVEY DATE: | 06/05/2017 |
| SCALE: | 1"=200' |
| SURVEYOR: | CODY A. CLARK |
| TECHNICIAN: | L.TOPLEY |
| DRAWING: | PEDERNALES SUBSTATION.DWG |
| TRACT ID: | PEDERNALES SUBSTATION |

Pedernales Electric Cooperative, Inc.

SAM SURVEYING • AERIAL MAPPING • ENGINEERING
7101 ENVOY COURT
DALLAS, TEXAS 75247
OFC: 214.631.7888
FAX: 214.631.7103
EMAIL: INFO@SAM.BIZ
Texas Firm Registration No. 10064300

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 10/08/2019

Indigent/Abandoned Burial

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

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any necessary action to approve order for interment of deceased (Robert E. Conley) who passed away in J.P., Pct. 2 of Williamson County, TX where there has been an inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

### 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 | 10/02/2019 02:22 PM |
| Form Started By: Melissa Goins | | Started On: 10/02/2019 11:17 AM |
| Final Approval Date: 10/02/2019 | | |

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING FOR INTERMENT OF DECEDENT'S REMAINS (Robert E. Conley)**

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:

Robert E. Conley (SSN xxx-xx-6148) passed away on September 6, 2019 at the age of 86 in Justice of the Peace, Pct. 2 of Williamson County, Texas at his place of residence, 1700 Bagdad Rd. #518, Cedar Park, Texas 78613. The Justice of the Peace, Pct. 2 is the magistrate ordering interment and requesting funding for same as there are no persons who have come forward with legal standing to inter the remains.

The Court finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned and sufficient time has

passed for interment to move forward.

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. 2 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.

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

**IT IS FURTHER ORDERED THAT** Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of October, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 10/08/2019

Presentation

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

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Hear presentation regarding Field of Honor, a Tribute to Service Above Self.

### Background

Field of Honor, a Tribute to Service Above Self, will be hosted by the Rotary Club of Georgetown. It benefits our military and first responders and their families. This event will be held in San Gabriel Park from November 9th to 17th. Opening Ceremony is on November 10th at 2:00 P.M. It is a Central Texas event licensed by the Colonial Flag Foundation. www.GeorgetownTxFieldofHonor.org

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Andrea Schiele | 09/26/2019 05:16 PM |
| Form Started By: Andrea Schiele | | Started On: 09/26/2019 05:05 PM |
| Final Approval Date: 09/26/2019 | | |

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 10/08/2019

National 4-H Week

**Submitted By:** Katherine Whitney, Extension Service

**Department:** Extension Service

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss and take appropriate action to proclaim October 6-12, 2019, as National 4-H Week in Williamson County.

**Background**

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**Fiscal Impact**

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

**Attachments**

National 4-H Proclamation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/01/2019 12:23 PM |
| Form Started By: Katherine Whitney | | Started On: 09/30/2019 02:42 PM |
| Final Approval Date: 10/01/2019 | | |

NATIONAL 4-H WEEK
OCTOBER 6-12, 2019

# Proclamation

WHEREAS, Williamson County is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 112 years of providing experience-based education to youngsters throughout the Lone State State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for count-less Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, Williamson County hereby designates October 6-12, 2019 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

_____
County Judge

_____
Commissioner Precinct 1

_____
Commissioner Precinct 2

_____
Commissioner Precinct 3

_____
Commissioner Precinct 4

_____
Date

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 10/08/2019

Resolution Texans Feeding Texans

**Submitted For:** Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

The proposed resolution will certify that the county will make a grant of $45,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2019 to September 30, 2020 to provide meals to homebound elderly and/or disabled persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved $45,000 funding to Williamson-Burnet County Opportunities' Senior Nutrition program within the FY' 20 adopted budget. The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

## Fiscal Impact

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

## Attachments

WBCO Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 01:49 PM |
| Form Started By: Jennifer Templeton | | Started On: 09/30/2019 11:02 AM |
| Final Approval Date: 10/02/2019 | | |

# TEXAS DEPARTMENT OF AGRICULTURE
# TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

## RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2020

A resolution of the County of Williamson (County) Texas, certifying that the county has made a grant to Opportunities for Williamson & Burent Counties (Organization), an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability, and certifying that the county has approved the organization's accounting system or fiscal agent.

**WHEREAS,** the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS,** the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS,** the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS,** the County recognizes Marco Cruz, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $45,000 to be used between the:

1st (Day) of October (Month) 2019 (Year) and the 30th (Day) of September (Month) 2020 (Year)

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County Commissioners Court on this 8th day of October, 2019.

_____

*Signature of Authorized Official of the County*

Bill Gravell, Jr. Williamson County Judge

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 10/08/2019

Notice of Election Vote Centers

**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 approving issuance of a Notice of Constitutional Amendment Special Election and approval of the Vote Center locations to be used for the elections to be held November 5, 2019.

**Background**

## Fiscal Impact

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

## Attachments

Notice of Const Amd Election and Vote Center Locations

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 06:40 PM |
| Form Started By: Hal Hawes | | Started On: 10/02/2019 04:14 PM |
| Final Approval Date: 10/02/2019 | | |

**NOTICE OF CONSTITUTIONAL AMENDMENT SPECIAL ELECTION**
***(AVISO DE LA ELECCIÓN DE ENMIENDA CONSTITUCIONAL ESPECIAL)***

To the registered voters of the County of Williamson, Texas:
*A los votantes registrados del Condado de Williamson, Texas:*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2019, for voting in a special election to:

> adopt or reject the proposed Constitutional Amendments as submitted by the 86th Legislature, Regular Session, of the State of Texas.

*Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m., el 5 de noviembre del 2019 para votar en la Elección Especial para:*

> *adoptar o rechazar las enmiendas a la constitución propuestas, tal como fueron presentadas por la 86 Legislatura, Sesión Regular, del Estado de Texas.*

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
*El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.*

**ELECTION DAY VOTE CENTERS:**
*UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN):*

| City | Location | Address | Zip |
|---|---|---|---|
| **AUSTIN** | Anderson Mill Limited District | 11500 El Salido Parkway | 78750 |
| | Bethany United Methodist Church | 10010 Anderson Mill Road | 78750 |
| | Gateway Church | 7104 McNeil Drive | 78729 |
| | Harmony School of Endeavor | 13415 RM 620N | 78717 |
| | Hartfield Performing Arts Center | 5800 McNeil Drive | 78729 |
| | Kelly Reeves Athletic Complex | 10211 W Parmer Lane | 78717 |
| | Lord of Life Lutheran Church | 9700 Neenah Avenue | 78717 |
| | Northwest Fellowship Church | 13427 Pond Springs Road | 78729 |
| | Rattan Creek Park Community Center | 7617 Elkhorn Mountain Trail | 78729 |
| **BARTLETT** | Bartlett Town Hall | 140 W Clark Street | 76511 |
| **CEDAR PARK** | Cedar Park High School | 2150 Cypress Creek Road | 78613 |
| | Cedar Park Library | 550 Discovery Boulevard | 78613 |
| | Cedar Park Randalls | 1400 Cypress Creek Road | 78613 |
| | Cedar Park Recreation Center | 1435 Main St- Town Center | 78613 |
| | Highland Estates Independent Retirement Living | 1500 N Lakeline Boulevard | 78613 |
| | Vista Ridge High School | 200 S Vista Ridge Boulevard | 78613 |
| **COUPLAND** | St Peter's Church of Coupland | 108 Wathen Street | 78615 |
| **FLORENCE** | Andice Community Center | 6600 FM 970 | 76527 |

| City | Location | Address | Zip |
|---|---|---|---|
| | Florence High School | 401 FM 970 | 76527 |
| **GEORGETOWN** | Cowan Creek Amenity Center | 1433 Cool Spring Way | 78633 |
| | First Baptist Church-Georgetown | 1333 W University Avenue | 78628 |
| | Georgetown Housing Authority | 210 W 18th Street, Bldg 1 | 78626 |
| | Georgetown Randalls | 5721 Williams Drive | 78633 |
| | GISD Technology and Nutrition Building | 603 Lakeway Drive | 78628 |
| | Parks and Recreation Administration Building | 1101 N College Street | 78626 |
| | Main Street Baptist- Ministry Center | 111 W 10th Street | 78626 |
| | Sun City Social Center | 2 Texas Drive | 78633 |
| | The Delaney at Georgetown Village | 359 Village Commons Boulevard | 78633 |
| | Williamson County Inner Loop Annex | 301 SE Inner Loop | 78626 |
| **GRANGER** | Granger Brethren Church | 306 W Broadway Street | 76530 |
| **HUTTO** | Hutto City Hall | 500 W Live Oak Street | 78634 |
| | Hutto ISD Admin Building | 200 College Street | 78634 |
| **JARRELL** | Jarrell Memorial Park Community Center | 1651 CR 305 | 76537 |
| **LEANDER** | Leander Church of Christ | 300 Crystal Falls Parkway | 78641 |
| | Leander High School | 3301 S Bagdad Road | 78641 |
| | Leander Public Library | 1011 S Bagdad Road | 78641 |
| | Pat Bryson Municipal Hall | 201 N Brushy Street | 78641 |
| | Rouse High School | 1222 Raider Way | 78641 |
| **LIBERTY HILL** | Liberty Hill High School | 16500 W SH 29 | 78642 |
| **ROUND ROCK** | Baca Senior Center | 301 W Bagdad Avenue Building 2 | 78664 |
| | Brushy Creek Community Center | 16318 Great Oaks Drive | 78681 |
| | Cedar Ridge High School | 2801 Gattis School Road | 78664 |
| | Fern Bluff MUD Community Center | 7320 Wyoming Springs Drive | 78681 |
| | Forest Creek Elementary School | 3505 Forest Creek Drive | 78664 |
| | Round Rock High School | 300 N Lake Creek Drive | 78681 |
| | Round Rock Presbyterian Church | 4010 Sam Bass Road | 78681 |
| | Round Rock Randalls | 2051 Gattis School Road | 78664 |
| | Round Rock Sports Center | 2400 Chisholm Trail | 78681 |
| | San Gabriel Rehabilitation & Care | 4100 College Park Drive | 78665 |
| | Sleep Inn & Suites | 1980 South IH 35 | 78681 |
| | Teravista Community Center | 4211 Teravista Club Drive | 78665 |
| | The Fellowship Church of Round Rock | 3379 Gattis School Road | 78664 |
| | Williamson County Jester Annex | 1801 E Old Settlers Boulevard | 78664 |
| **TAYLOR** | Main Street Events Center | 3101 North Main Street | 76574 |
| | Taylor City Hall | 400 Porter Street | 76574 |
| | Taylor Public Library | 801 Vance Street | 76574 |
| **THRALL** | St John Lutheran Church | 409 S Main Street | 76578 |
| **WEIR** | First Baptist Church of Weir | 315 FM 1105 | 78674 |

**WILLIAMSON COUNTY EARLY VOTING SCHEDULE**
*Horario de la Votación Adelantada del Condado de Williamson*

**Dates and Times for Full-Time Locations:**
*(Fechas y horarios para las localidades de tiempo completo)*

| | |
|---|---|
| Monday, October 21 through Wednesday, October 30<br>*lunes 21 de octubre al miércoles 30 octubre* | 8:00 am -- 6:00 pm |
| No Sunday Voting *(Domingo No habrá votación)* | |
| Thursday, October 31 and Friday, November 1<br>j*ueves 31 de octubre y viernes 1 de noviembre* | 7:00 am -- 7:00 pm |

**Main Location** *(Localidad Central):*
Williamson County Inner Loop Annex *(Anexo del Condado de Williamson en Inner Loop),*
301 SE Inner Loop, Georgetown

Please contact the Williamson County Elections Office, 512-943-1630, for a complete list of early voting locations.
*Por favor póngase en contacto con la Oficina de Elecciones del Condado de Williamson, 512-943-1630, para una lista completa de los lugares de votación adelantada.*

Applications for ballot by mail shall be mailed to:
*Las solicitudes para las boletas de votación adelantada por correo deberán enviarse a:*

| | |
|---|---|
| EARLY VOTING CLERK | *Secretario de la Votación Adelantada* |
| P. O. Box 209 | *P. O. Box 209* |
| Georgetown, TX 78627 | *Georgetown, TX 78627* |

Applications for ballots by mail must be received no later than the close of business on Friday, October 25, 2019.
*Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el 25 de octubre del 2019.*

Issued this the _____ day of October 2019.
*(Emitida este día _____ de octubre, 2019.)*

_____
Bill Gravell, Jr., County Judge
*(Bill Gravell, Jr., Juez del Condado)*

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 10/08/2019

Leavitt

**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 regarding the engagement of the Law Offices of Randy T. Leavitt to represent Williamson County in relation to Cause No. 18-CV-00049-ML; *Troy Mansfield v. Williamson County*; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

### Background

## Fiscal Impact

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

## Attachments

Law Offices of Randy Leavitt Engagement Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/30/2019 03:55 PM |
| Form Started By: Hal Hawes | | Started On: 09/30/2019 10:37 AM |
| Final Approval Date: 09/30/2019 | | |

**THE LAW OFFICES OF RANDY T. LEAVITT**
**1301 Rio Grande**
**Austin, Texas 78701**
**randy@randyleavitt.com**

Board Certified - Criminal Law
Texas Board of Legal Specialization

Telephone: (512) 476-4475
Facsimile: (512) 542-3372

September 26, 2019

Williamson County Commissioners Court
Judge Bill Gravell
Williamson County Courthouse, Suite 101
710 S. Main St.
Georgetown, TX 78626

Re: Legal Representation regarding matters related to *Troy Mansfield v. Williamson County,* Case: 1:18-cv-00049-ML in the United States District Court for the Western District of Texas

Dear Judge Gravell and County Commissioners:

Thank you for inviting our firm to represent you in connection with the above reference matter. I will be representing you in this matter pursuant to the following terms:

**Scope of Engagement and Services.** You have requested that I provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to this case in advising, counseling, investigating the law and facts, and defending the County against the asserted claims in the aforementioned lawsuit. I will be the primary attorney handling the representation in this matter but I reserve the right, however, to associate other attorneys either in my firm or outside my firm if I am not available to assist with this matter when necessary.

While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

**Fees.** I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other representations. My hourly rate is $500.00 per hour and I invoice in one quarter hour (.25) increments. I will be assisted on this case by Karson Thompson of the firm Butler | Snow, LLP and Ken Ervin of Leavitt | Tibbe | Ervin. Mr. Thompson will bill at the rate of $350 per hour and

Mr. Ervin at the rate of $300 per hour. From time to time I may need to associate other attorneys on this matter but will not do so without the express written approval of the Williamson County Commissioners Court. I may also utilize law clerks and legal assistants on this case on such matters that do not require the time of an attorney. Such clerks or legal assistants will bill at the rate of $150 per hour. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters. We endeavor to have a statement of services rendered on a monthly basis.

**Expenses.** I do not charge for such ordinary office expenses as long-distance, telephone calls and facsimiles. Other direct out of pocket expenses including but not limited to, investigators, experts, consultants, outside copying services, filing fees, delivery fees and travel expenses (outside Travis/Williamson counties)), are reimbursable.

**Attorney Work Product.** All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, I will not disclose any of the information or data to any person other than you without your express written consent.

**Retention of Files**. Upon the conclusion of your case, the originals and copies of the original documents that have been delivered to the firm in the discovery process of your case must be picked up within 30-days after the conclusion of this proceeding. If they are not, the firm reserves the right to dispose of the documents. You will have been supplied a copy of all pleadings, correspondence and most exhibits that were prepared or used in your case. The firm will maintain a digital record of much of the file. If you desire a copy of the digital file, you should advise the firm at the time your case is concluded.

**Termination of Representation.** You may terminate our relationship at any time by delivery of a written notice of termination to me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

**Standard of Conduct.** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is available at http://www.txethics.org/reference_creed.asp. We intend to abide by the Creed.

**Tax ID number.** For your reporting purposes, my tax identification number is 33-0999968 and Butler | Snow Tax identification number is 64-0331849.

The terms of this letter agreement may be altered only by a writing signed by each of us. Finally, this agreement shall be governed by and construed in accordance with the laws of the State of Texas. Mandatory venue of any case or controversy arising under or pursuant to this agreement shall be in Travis County, Texas.

The parties agree and acknowledge the attorney client relationship formed on September 25, 2019 and this agreement shall be deemed effective as of said date. Please review this letter and, if it meets with your approval, sign and return a copy to me. Should you have any questions regarding any terms of this agreement please do not hesitate to give me a call. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,

/S/ Randy T. Leavitt

Randy T. Leavitt

Agreed and accepted:

_____
Judge Bill Gravell, County Judge

_____
Date

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 10/08/2019

RCS Agreement with Liberty Hill ISD PD

**Submitted By:** Wendy Coco, WC Radio Communication System (RCS)

**Department:** WC Radio Communication System (RCS)

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action concerning an Interlocal Agreement between Williamson County RCS - Radio Communications System and Liberty Hill ISD Police Department to join the Williamson County Radio Communications System and become an RCS Associate.

**Background**

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**Fiscal Impact**

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

**Attachments**

RCS Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/27/2019 10:17 AM |
| WC Radio Communication System (RCS) (Originator) | Wendy Coco | 09/27/2019 10:21 AM |
| County Judge Exec Asst. | Andrea Schiele | 09/27/2019 10:25 AM |
| Form Started By: Wendy Coco | | Started On: 09/27/2019 08:55 AM |
| Final Approval Date: 09/27/2019 | | |

**WILLIAMSON COUNTY**
**RADIO COMMUNICATIONS SYSTEM**
**ASSOCIATES AGREEMENT FOR USE OF THE**
**WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM**
**BY THE ORGANIZATION KNOWN AS, LIBERTY HILL ISD PD**

This Williamson County Radio Communications System Associates Agreement ("Agreement") for Use of The Williamson County Radio Communications System ("RCS") by the organization known as Liberty Hill ISD PD,("RCS Associate") entered into by and between ("RCS Associate") and Williamson County, Texas ("County"), being collectively referred to as "the Parties", for the purpose of outlining the Parties' mutual obligations with respect to the organization becoming an RCS Associate in the Williamson County Radio Communications System ("RCS"). Accordingly, the Parties set forth their intent and understandings as follows:

## RECITALS

**WHEREAS**, County and the organization known as; Liberty Hill ISD PD are parties to the Interlocal Agreement for the Establishment, Operation and Maintenance of the Williamson County Radio Communications System ("RCS"), as may be amended from time to time in accordance with the terms thereof ("RCS ILA Agreement"), which provides for the organizational and management structure for the ongoing administration, operation and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with operating, maintaining and upgrading the RCS;

**WHEREAS**, both County and RCS Associate are authorized pursuant to TEX. GOV'T CODE ANN., Chapter 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this Agreement;

**WHEREAS**, the RCS ILA Agreement authorizes County to enter into Interlocal Cooperation Agreements for use of the RCS with organizations that are eligible under FCC rules and regulations to use the licensed frequencies of the RCS;

**WHEREAS**, the organization known as, Liberty Hill ISD PD, has requested to become a RCS Associate, as that term is defined in the RCS ILA Agreement;

**WHEREAS**, the purpose of this Agreement is to allow the organization known as, Liberty Hill ISD PD, to become a RCS Associate and thereby be provided with access to and use of the RCS;

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

## 1.0 DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meanings given to them in the RCS ILA Agreement.

**2.0 TERMS AND CONDITIONS**

**2.1** The RCS ILA Agreement, as attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement. In the event of any conflict between the provisions of this Agreement and the RCS ILA Agreement, the provisions of the most current, adopted revision of the, RCS ILA Agreement shall prevail.

**2.2** RCS Associate hereby agrees to comply with all terms, conditions, covenants and obligations set forth in the RCS ILA Agreement and all such terms, conditions, covenants and obligations shall accrue and apply with equal effect to RCS Associate under the RCS ILA Agreement.

**2.3** RCS Associate shall be afforded all of the rights and privileges afforded to "RCS Associates" under the RCS ILA Agreement.

**2.4** RCS Associate shall perform all of the duties, responsibilities and obligations applicable to RCS Associates under the RCS ILA Agreement.

**2.5** Pursuant to the RCS ILA Agreement, RCS Associate shall not be afforded any of the rights or privileges that are afforded to RCS Parties under the RCS ILA Agreement.

**2.6** RCS Associate is authorized to access and use the type and quantity of Subscriber Units described in Exhibit "B", which is attached hereto and incorporated herein. RCS Associate shall not use any additional equipment or units on the RCS.

**2.7** RCS Associate shall pay, in accordance with the terms of the RCS ILA Agreement, for the Subscriber Units authorized in Exhibit "B" based on the rates set forth therein.

**2.8** If the number of Subscriber Units set forth on Exhibit "B" is amended during a Fiscal Year, RCS Associate shall pay County the amount due, which shall be based on the amended number of units and/or Subscriber Unit Fee, for the remainder of that Fiscal Year.

**2.9** RCS Associate acknowledges and agrees that the Subscriber Unit Fee shall be adjusted, in accordance with the terms of the RCS ILA Agreement. RCS Associate further agrees to pay such adjusted fee in accordance with the RCS ILA Agreement and that RCS Associate shall be subject to any of the remedies set forth under the RCS ILA Agreement for any failure to make a payment.

**2.10** RSC Associate expressly agrees that any request for assistance, troubleshooting, or questions regarding the operation, maintenance, functionality, or any other issues related to Subscriber Units shall be directed to County and shall not have any direct contact with manufacturers or software providers regarding the Subscriber Units.

**2.11** In the event the governing body of RCS Associate fails to ratify and execute any subsequent amendments that are adopted in accordance with the terms of the RCS Agreement, the RCS Associate may, at the discretion of the Program Manager/Williamson County, under the guided recommendation of the RCS Advisory Board, as well as quorum recommendation from the Williamson County Commissioners Court, the RCS Associate may be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

**3.0 TERM**

**3.1** Contingent Term. This Agreement is contingent upon both the continuation of the RCS Agreement and County's continued right to use the RCS under the RCS ILA Agreement. If County becomes no longer eligible to use the RCS for any reason or if the RCS ILA Agreement is otherwise terminated pursuant to its terms, this Agreement shall automatically terminate.

**3.2** Initial Term. This Agreement shall commence on the date in which it is signed by the RCS Associate (intended) and executed Williamson County.

**3.3** Automatic Renewal. If neither of the contingencies in 3.1 have occurred, this Agreement shall automatically renew on October 1st of each year for terms of one (1) year each.

**3.4** Withdraw or Termination of Agreement. This Agreement can be terminated upon a minimum 90 day notification from the RCS Associate, in writing to the Program Manager/Williamson County, and the RCS Advisory Board. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Associate in accordance with Section 18 of the RCS ILA Agreement, herein, the withdrawing or terminated RCS Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement

## 4.0 MISCELLANEOUS PROVISIONS

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

4.2. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

4.3. Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

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

4.5. Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

4.6. Assignment. RCS Associate may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of County. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement and the RCS ILA Agreement. This Agreement shall ensure to the benefit of, and be binding upon, the successors and assigns of the Parties.

4.7. No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the

safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

4.8. Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Williamson County RCS
Program Manager/System Manager
3171 SE Inner Loop
Georgetown, Texas 78626

RCS Advisory Board
3171 SE Inner Loop
Georgetown, Texas 78626

Williamson County
c/o: Williamson County Judge
710 S. Main Street
Georgetown, Texas 78626

Organization Known As, Liberty Hill IDS PD
c/o: Superintendent
16500 W. State Hwy 29
Liberty Hill, Texas 78642

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this provision.

4.9. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

4.10. Attorney's Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

4.11. Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with the RCS Associate's zoning, franchise, or health and safety authority.

4.12. Dispute Resolution. Should dispute arise between the Parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to

attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the Parties may then litigate the dispute in a court of competent jurisdiction.

The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

4.13. Abatement of Costs. RCS Associate shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

4.14. Independent Relationships. The Parties shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

4.15. Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all the Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

4.16. Entire Agreement. This Agreement and the RCS ILA Agreement constitute the entire agreement between the Parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on this_____day of _____, 201_.

**WILLIAMSON COUNTY**

By:_____
Bill Gravell, Jr
Williamson County Judge

APPROVED AS TO FORM:

_____ Date _____

Williamson County
Office of General Counsel

_____ Date _____

Williamson County
Contract Auditor

**Organization Known As: Liberty Hill ISD PD** **ATTEST:**

By:_____ By:_____
Chief of Police

Printed Name: Steven Snell

Title: Superintendent

**Exhibit "A"**

**See attached Interlocal Agreement**

# Exhibit "B"

## RCS Initial Subscriber Units (ISU) and Initial Rate Schedule

Agency Known as: Liberty Hill ISD PD

The initial number of ISUs and per unit monthly rate is as followed:

| Cost Category | Number of ISU | Monthly Fee per each | Total Monthly Cost |
|---|---|---|---|
| RCS System Operations & Maintenance | **Subscriber Units No. 4** | **$ 28.18** | **$ 112.72** |

**Reference Section 2, Subsection 2.9 related to approved changes to per unit Monthly cost**

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 10/08/2019

Voluntary Broker of Record MetLife

**Submitted For:** Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding the Voluntary Record of Broker for the following employee benefits: (Voluntary Group Critical Accident, Illness, PrePaid Legal, and Info Armor Identify Theft Protection.

### Background

Voluntary Record of Broker to be changed from the current broker (BenePlace) to Winston Financial Services. This will simply the enrollment for employees into one seamless enrollment portal through the Winston Benefits Portal.

Beneplace will continue to only provide our Discount Purchase Program e.g. (travel/hotel/rental cars, theme parks, tire purchases, etc.) for all full time employees at no cost to the County. Purchases are made directly by the employee to a vendor offering the discount.

## 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 | 09/27/2019 04:45 PM |
| Form Started By: Shelley Loughrey | | Started On: 09/26/2019 06:12 PM |
| Final Approval Date: 09/27/2019 | | |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 10/08/2019

Winston Financial Services Addendum

**Submitted For:** Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding the Winston Financial Services Addendum.

### Background

Currently employees complete enrollment in two separate portals, one through Winston Benefits Portal (Medical, Dental, FSA) and the second portal through Beneplace for Voluntary Benefits (Critical Illness/Critical Accident/Pre-Paid Legal, Identify Theft Protection.)

This solution will simplify for employees one seamless enrollment through the Winston Benefits Portal.

Williamson County will remit the Voluntary Deductions for these elected benefits to Winston Benefits for remittal and payment to the appropriate vendors.

## Fiscal Impact

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

## Attachments

Winston Financial SOW

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/27/2019 04:49 PM |
| Form Started By: Shelley Loughrey | | Started On: 09/26/2019 06:32 PM |
| Final Approval Date: 09/27/2019 | | |

# Winston Financial ~ Addendum

**Addendum to Statement of Work**

**WHEREAS**, Winston Financial Services Inc., a New Jersey corporation, and Williamson County, referred to hereafter as "Customer", are parties currently under contract according to the attached Master Services Agreement and Statement of Work.

**WHEREAS**, Winston Financial Services Inc. and Customer wish to amend the Agreement to provide further services and solutions to Williamson County under our current Statement of Work and Fee Schedule.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the implementation and management of the following additional service(s):

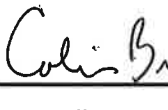
**a) Premium Billing and Reconciliation Services**

In conjunction with the transmission and maintenance of electronic eligibility files, WFS will provide Customer with Billing and Premium Reconciliation services as outlined below. WFS and Customer acknowledge that the format and scope of the services outlined below may change from time to time and that these services are dependent upon the Customer providing accurate employee and billing code information to WFS while we are performing benefits administration services.

1. Advice to Pay Reports generated monthly and transmitted to clients showing Volume/Premium, Headcount for agreed upon benefit programs, but expected to include Medical, Dental, Vision, Life, Disability, Flexible Spending, Stop Loss
2. Instruction of deduction amounts for certain voluntary benefit programs, to be mutually agreed upon
3. Consolidated Invoicing of all benefits provided to client, with breakdowns by applicable reporting elements (ie by Department, Division, Class)
4. Payment of premium and/or fees for agreed upon benefit plans by Customer to WFS
5. Reconciliation of premium/fee payment for appropriate vendors and coverages
6. Remittance of payment to Vendors on monthly basis or otherwise agreed upon schedule
7. Management of credits and debits within applicable client coverage

**Signatures**

Intending to be legally bound and having reviewed this addendum in its entirety, Winston and Customer have caused this addendum to be executed by their authorized representatives effective as of the date set forth below.

| | **Winston Financial Services, Inc.** | **Williamson County** |
|---|---|---|
| AUTHORIZED SIGNATURE: |  | |
| PRINTED NAME: | Colin Bradley | Bill Gravell |
| TITLE: | President, CEO | County Judge |
| COMPANY NAME ADDRESS & TELEPHONE: | Winston Financial Services, Inc.<br>2399 Highway 34 Building C<br>Manasquan, NJ 08736<br>732-899-0990 | Williamson County<br>710 S. Main Street<br>Georgetown, TX 78627 |
| EFFECTIVE DATE OF ADDENDUM: | 1/1/2020 | |

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 10/08/2019

2020 Open Enrollment Updates

**Submitted For:** Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and hear updates on the 2020 Benefits Open Enrollment dates.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/30/2019 03:46 PM |
| Form Started By: Shelley Loughrey | | Started On: 09/27/2019 05:06 PM |
| Final Approval Date: 09/30/2019 | | |

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 10/08/2019

Amendment to the CAECD Interlocal for 9-1-1 Database for FY2019

**Submitted For:** Jay Schade **Submitted By:** Teresa Baker, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the amended Interlocal Contract for the Next Generation 9-1-1 Database Program for FY 2019 with the Capital Area Emergency Communications District (CAECD).

**Background**

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**Fiscal Impact**

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

**Attachments**

Amended Interlocal for CAECD Database FY2019

Executed Williamson Database FY2019

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 10/02/2019 03:35 PM |
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 06:38 PM |
| Form Started By: Teresa Baker | | Started On: 10/02/2019 03:12 PM |
| Final Approval Date: 10/02/2019 | | |

# Amendment to Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program

The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. Williamson County ("County" or "the County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code. CAECD and County entered into an agreement on October 3, 2018 under Chapter 791 of the Government Code so that County can participate in CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district. This amendment is authorized under Section 14.3 of the interlocal agreement (ILA).

The purpose of this amendment to the CAECD 9-1-1 GIS ILA with Williamson County is to:

1. Formally identify project representatives for CAECD and County for this ILA who are authorized to make decisions on behalf of each party and identify the process for updating project representatives in the future.
2. Update Section 4.1 of the ILA with respect to contract term.
3. Clarify Sections 2.1, 6.1, and 6.2 of the ILA starting October 1, 2019 and extending to March 31, 2020.

## 1 Project Representatives and Records Location

### 1.1 CAPCOG Project Representative

The individual named below is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of the CAECD. All communications including all payment requests must be address to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to County's Project representative.

Name: Craig Eissler Phone Number: (512) 916-6184

Title: GIS Program Manager E-mail: ceissler@capcog.org

Address: 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744

### 1.2 County Project Representative

The individual named below is County's Project Representative, who is authorized to give and receive communications and directions on behalf of County. All communications including all payment requests must be address to the County Project Representative or his or her designee.

Name: George Strebel Phone Number: (512) 943-1474

Title: GIS Manager E-mail: gstrebel@wilco.org

Address: 301 SE Inner Loop, Ste 107, Georgetown, TX 78626

## 1.3 Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

## 1.4 Designated Location for Records Access and Review

County designates the physical location below for record access and review pursuant to any applicable provision of this contract:

301 SE Inner Loop, Ste 107, Georgetown, TX 78626

# 2 Amendments Regarding Contract Term and Cancellation

Section 4.1 of this ILA is amended as follows:

"This contract takes effect on October 1, 2018, and shall continue ~~for a period of two years~~ until March 31, 2020 unless terminated sooner under Section 11, ~~Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the term.~~"

# 3 Contract Clarification Starting October 1, 2019

As CAPCOG progresses in its preparations to deploy Next-Gen 9-1-1, new tools are going to become available to CAPCOG and County starting October 1, 2019, that will enable CAPCOG and County an enhanced ability to identify and correct errors in the 9-1-1 GIS database. Attachment C, which clarifies the process and expectations starting October 1, 2019, is incorporated into this ILA.

This amendment is executed in duplicate originals.

| | |
|---|---|
| WILLIAMSON COUNTY, TEXAS | CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT |
| By: _____ | By: _____ |
| Name: Bill Gravell Jr. | Name: Betty Voights |
| Title: County Judge | Title: Executive Director |
| Date: _____ | Date: _____ |

Date of County governing body approval:

_____

# Attachment C: Transitional Provisions for 9-1-1 GIS ILA for October 1, 2019 – March 31, 2020

## 1 Section 2.1.A of ILA

Section 2.1.A of the ILA currently reads as follows:

> *"Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by Mapped ALI and the CAPCOG NG9-1-1 Transitional GIS Data Requirements, Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of the County."*

This shall be clarified to mean that County is the entity with primary responsibility for the quality of the data within its "provisioning boundary" of the 9-1-1 GIS database. The provisioning boundary is defined by the National Emergency Number Association (NENA) as "the authoritative polygon layer that defines the geographic area of 9-1-1 GIS data responsibility." County's fulfillment of this role requires that it adheres to specific database standards and best management practices for databases identified in Section 2 of this Attachment C, and a transition workflow cycle identified by CAPCOG's GIS program in section 7 of this Attachment C.

## 2 Section 2.1.B of ILA

Section 2.1.B of the ILA currently reads as follows:

> *"Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the CAPCOG NG9-1-1 Transitional GIS Data Requirements, Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions."*

This shall be clarified to mean that County is responsible for providing CAPCOG with the 9-1-1-GIS County database within its provisioning boundary described in Section 2.1.A of the ILA in accordance with *CAPCOG NG9-1-1 Transitional GIS Data Requirements, Attachment B*. This document and associated data model (schema) are based on NENA database standards, in the NENA-STA-006.1-2018 document titled, NENA Standard for NG9-1-1 GIS Data Model.[1] It describes technical requirements for 9-1-1 GIS database management. These standards are continuously evolving and CAPCOG may periodically update the data model (schema) requirements for the region. Currently, GIS databases must include at least the following core data layers:

[1] Available online at: https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006_ng9-1-1_gis_dat.pdf (accessed 9/18/2019).

1. Address points,
2. Streets (road centerlines),
3. Emergency service zones (ESZs), and
4. City limit boundaries.

For the purposes of the 9-1-1 GIS database, CAPCOG will maintain the authoritative versions of Provisioning Boundaries, Public Safety Answering Point (PSAP) boundaries, and Emergency Service Boundaries (ESBs) for the region, each of which will be necessary for NextGen 9-1-1. CAPCOG will provide the current versions of these boundaries to County in October 2019. County must inform CAPCOG of city annexations, changes to ESBs, or any other boundary changes that will otherwise affect County's Provisioning Boundary, PSAP Boundaries, or ESBs. Any changes to current boundaries must be agreed upon between CAPCOG, County, and any adjoining data provisioning providers. For any changes to ESBs, County will need to prepare the proposed updated data layers and submit these to CAPCOG. CAPCOG will implement any changes that may be agreed upon, and will provide any updated Provisioning Boundary, PSAP boundaries, and ESB boundaries back to County.

Beginning with data submissions due December 2, 2019, in addition to the core 9-1-1-GIS data mentioned above being submitted, County must also include all three data layers:

1. Provisioning Boundary,
2. PSAP Boundary, and
3. ESBs.

In October 2019, CAPCOG will send County a guidance document further describing the expectations for the Provisioning Boundary, PSAP Boundaries, and ESBs, as well as related GIS data.

# 3 Section 2.1.C of the ILA

Section 2.1.C of the ILA currently reads as follows:

> *"Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must be in a common projected coordinate system. CAPCOG agrees to perform quality assurance/quality control procedures through the 5th business day of the month, including any coordination necessary with the County that may involve the County making corrections to mandatory components of their work – See Attachment B requirements. By the 7th business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the mapping servers designated by CAECD. It is expected that by the 9th business day of each month the GIS datasets will be updated."*

This shall be clarified to mean that County is responsible for the currency and accuracy of its provisioning boundary of CAPCOG's 9-1-1 GIS database, and that in order for this to occur, County must

follow a workflow cycle specified by CAPCOG's GIS program in a timely and thorough manner. At a minimum, County is required to perform quality control checks using ArcGIS and the specialized tools in the software (i.e. topology), and adhere to the workflow identified in Section 7 of this Attachment C. Ideally, County will enhance this system with additional quality control methods and processes beyond those required in this contract.

CAPCOG will serve as the regional quality assurance workflow coordinating entity and the secondary data quality control checkpoint. CAPCOG's role will be limited to verifying data quality using the same tools shared with the County to collaboratively identify or explain errors.

# 4 Section 2.1.D of the ILA

Section 2.1.D of the ILA currently reads as follows:

> *"Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required Mapped ALI GIS data, as described in Section 2.1.A, from one of the entities listed above, then County must develop it independently."*

This shall be clarified to mean that the County is responsible for all data within its provisioning boundary, and that it is the County's responsibility to ensure that any data submitted to it by any third party must also meet all of CAPCOG's data standards, not just data in unincorporated areas. Therefore, the County's collaboration with cities is imperative.

# 5 Sections 2.1.F and 2.1.I of the ILA

Section 2.1.F of the ILA reads as follows:

> *"Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue."*

Section 2.1.I of the ILA reads as follows:

> *"Resolve any discrepancies between GIS datasets as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion."*

Section 2.1.F of the ILA shall not be construed as shifting the responsibility for resolving conflicts and problems related to the 9-1-1 GIS data from the County to CAPCOG. While CAPCOG GIS staff will continue to provide technical assistance to County Project Representatives in helping them identify the

best way to resolve conflicts and problems, this assistance shall not extend to actually performing the work necessary to correct these errors.

Section 2.1.I of the ILA shall be construed as requiring resolution of both "new" and "legacy" errors, as described below:

- A "**new error**" is any error that occurs for the 1st time in the County's monthly 9-1-1 GIS Database Update
- A "**legacy error**" is any error in the County's 9-1-1 GIS Database Update that was also present in its previous 9-1-1 GIS Database Update

CAPCOG estimates that approximately 90% of the errors in the current 9-1-1 GIS database are "legacy" errors. CAPCOG's current GIS database structure cannot directly differentiate between these two error types, but starting October 2019, the database updates must include updated 'Last Modified' date fields as per database format guidelines described in Attachment B that will enable identification of errors that recur in subsequent database updates. If the 'Last Modified' date field is not known, or is otherwise null, leave the value null.

Global Unique IDs (GUIDs) will also be required as identified in Section 7 of this Attachment C.

Starting with CAPCOG's performance report to the County for the November 2019 data submission, errors will be identified as new errors or legacy errors based on whether the error was also identified in the report for the October 2019 database update.

All errors are categorized as "critical" (which MUST be fixed), "significant," and "other."

- **Critical Errors:** Errors found by the AT&T/Intrado Enterprise Geospatial Database Management System (EGDMS) QC software that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call to the correct PSAP
    - Data with critical errors will NOT be uploaded to the Next-Gen 9-1-1 system
- **Significant Errors**: Errors found by the GeoComm Data Hub that cause, or have a potential of causing, a critical fault in Computer Aided Dispatch (CAD) mapping platforms or other related systems
- **Other Errors**: Errors that do not fall under the above categories
- All "new errors" identified as "critical errors" in the November 2019 update, or any subsequent update, are expected to be resolved prior to the next monthly update
- "**Critical error rate**" is defined as being the total number of "critical" errors divided by the total number of address points within the County's provisioning boundary. Note that this ratio is used as a way to normalize the number of errors relative to each county's population.
- During this transition period, County MUST make progress each month in reducing the overall critical error rate as identified by EGDMS for data within its provisioning boundary.
- It is CAPCOG's goal that by March 31, 2020, County will have a "critical" error rate of no more than 1%.
- In January 2020, CAPCOG will conduct an extensive performance review in order to assess the County's progress in working towards this goal. CAPCOG will work with the County from January through March to resolve any critical errors remaining in the January 2, 2020, 9-1-1 GIS Database Update.

# 6 Section 6 of the ILA: Performance Reports

Section 6.1 of the ILA states the following:

> *"CAECD agrees each quarter to distribute electronically a performance report to the County GIS Coordinator."*

Section 6.2 of the ILA states the following:

> *"County agrees to address errors identified in the performance reports."*

Section 6.1 of the ILA shall be clarified to mean that County has access to the quality control tools to generate the performance reports themselves. However, starting on the 6th business day of each month, CAPCOG's Project Representative or a designee will begin compiling a comprehensive performance report of "critical", "significant, and "other" errors as identified by EGDMS and Data Hub, as well as other performance criteria described in Section 7 of this Attachment C. CAPCOG will distribute the performance report to County's Project Representative at least 10 business days prior to the end of the month (rather than just once a quarter), beginning in November 2019. Section 6.2 shall be clarified as requiring County to address those errors as described above.

# 7 Transition Workflow Cycle

CAPCOG has developed a workflow cycle for the October 1, 2019 – March 31, 2020, transition period in an effort to establish a process by which County will be expected to not only provide CAPCOG with 9-1-1 GIS data as it traditionally has, but to also begin identifying and correcting 9-1-1 GIS data errors as referenced in Section 2.1.I of the ILA through self-checks and utilization of specialized QC software provided by CAPCOG in order to get County's overall critical error rate to no more than 1% by March 31, 2020. The QC software that CAPCOG will provide to County are:

- AT&T/Intrado Enterprise Geospatial Management System (EGDMS)
    - EGDMS is a cloud-based QC platform that will be used for identifying critical errors and will ultimately supply 9-1-1 GIS data to CAPCOG's Next-Gen9-1-1 system within the next year
- GeoComm Data Hub (Estimated November 2019)
    - Data Hub is a cloud-based QC platform that will be used to identify "significant" and "other" errors

During this transition period, CAPCOG will provide to County all necessary documentation, data, and information in order to allow County adequate time to prepare 9-1-1 GIS data layers for upload to their EGDMS account as well as Data Hub when it becomes available. User guides detailing QC software functionality and expectations, as well as, 9-1-1 GIS errors will be provided to County by CAPCOG.

During this transition period, County must also create Globally Unique IDs (GUIDs) for all data in each of the required data layers, beginning with the data update due November 1, 2019. GUIDs are required by NENA in a Next-Gen 9-1-1 system in order to allow for detection of changes in data over time. In

October 2019, CAPCOG will provide County with a guidance document (referenced earlier) that will include instructions on how to create GUIDs.

County Project Representative will be required to participate in training opportunities for EGDMS and Data Hub as specified by CAPCOG. County Project Representative should also have those who will work with 9-1-1- GIS data attend training sessions. Training sessions for these QC systems will include extensive information about how to configure and use each platform. It is ultimately County's Project Representative's responsibility to ensure that all of County's staff working with 9-1-1 GIS data are adequately trained in the use of these tools.

The following describes some of the key features of the timeline and process that will be followed under the contract during this transition period as a modification to the timeline and process described in Section 2.1.C of the ILA:

- County will continue to update the 9-1-1 GIS database within its provisioning boundary and submit data to CAPCOG on the 1st business day of each month for upload to the PSAP servers for October (due October 1, 2019) and November (due November 1, 2019).
- Starting with the database update due on December 2, 2019, and on the 1st business day of the month thereafter, County must submit the same data provided to CAPCOG to EGDMS on the same business day as these data are submitted to CAPCOG. County's EGDMS account is currently available for use and, upon notification by CAPCOG's Project Representative of operational functionality of the system, County is encouraged to upload new data continuously as it becomes available before this submission deadline, and use information from the system to correct errors. These requirements will also be apply to Data Hub submissions, upon notification by CAPCOG's Project Representative of operational functionality of that system.
- County must retrieve errors identified by these systems and work to resolve them prior to the next submission of data. At a minimum, County must work to resolve all new critical errors within this time frame.
- The database will be considered "final" for each month as of 5:00 pm on the fifth business day of the month.
- On the 6th business day of the month, CAPCOG will begin compiling a comprehensive performance measure report that will contain, at a minimum, one or more of following metrics:
    - "Critical" error reports as delivered by the EGDMS;
    - "Significant" and "Other" errors as delivered by the Data Hub;
    - Percent change in error counts;
    - Timeliness of data submission;
    - "New" data and "Legacy" data counts over past month; and
    - Use of "Last_Modified" date field.
- By the 10th business day prior to the end of the month, CAPCOG will supply this performance report to County Project Representative.

Dates described in this contract are based on CAPCOG's calendar, which will be provided to County. The following table summarizes the milestones during this transition period:

*Table 1. 9-1-1 GIS Key Milestones October 1, 2019 - March 31, 2020*

| Milestone | October | November | December | January | February | March |
|---|---|---|---|---|---|---|
| **Database Update due to CAPCOG** | 10/1/2019 | 11/1/2019 | 12/2/2019 | 1/2/2020 | 2/3/2020 | 3/2/2020 |
| **Database Update Submitted to EGDMS and DataHub** | n/a | n/a | 12/2/2019 | 1/2/2020 | 2/3/2020 | 3/2/2020 |
| **Database Update Finalized** | 10/7/2019 | 11/7/2019 | 12/6/2019 | 1/8/2020 | 2/7/2020 | 3/6/2020 |
| **CAPCOG Pushes Database to PSAP** | 10/9/2019 | 11/11/2019 | 12/10/2019 | 1/10/2020 | 2/11/2020 | 3/10/2020 |
| **Database Available at PSAP** | 10/11/2019 | 11/13/2019 | 12/12/2019 | 1/14/2020 | 2/13/2020 | 3/12/2020 |
| **CAPCOG Distributes Performance Report** | 10/18/2019 | 11/14/2019 | 12/16/2019 | 1/16/2020 | 2/17/2020 | 3/18/2020 |

# CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

## INTERLOCAL CONTRACT FOR NEXT GENERATION 9-1-1 DATABASE PROGRAM

### Section 1. Parties and Purpose

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the District.

1.2. Williamson County ("County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.

1.3. This Interlocal contract is entered into between CAECD and County under Chapter 791 of the Government Code so that County can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

### Section 2. Goods and Services

2.1. County agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, County agrees to:

A. Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by Mapped ALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of the County.

B. Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions.

C. Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must be in a common projected coordinate system. CAPCOG agrees to perform quality

assurance/quality control procedures through the 5th business day of the month, including any coordination necessary with the County that may involve the County making corrections to mandatory components of their work – See Attachment B requirements. By the 7th business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the mapping servers designated by CAECD. It is expected that by the 9th business day of each month the GIS datasets will be updated.

D. Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required Mapped ALI GIS data, as described in Section 2.1.A, from one of the entities listed above, then County must develop it independently.

E. Track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.

F. Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue.

G. Maintain the automatic location information (ALI) database (also called the 9-1-1 database) for the County area. This includes, but is not limited to, correcting telephone number (TN) database errors; maintenance and quality control of an accurate 9-1-1 call location map; and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

H. At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESZs, city limits and common places files) and store the backup data in a secure place.

I. Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Division in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.

J. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

K. Resolve any discrepancies between GIS datasets and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion.

L. Resolve any discrepancies between GIS datasets and the information displayed at the PSAP as reported by a call taker, in a timely fashion

M. Attend scheduled quarterly GIS User Group meetings and at least one annual training workshop at the CAPCOG office.

**Section 3. Cooperative Purchasing**

3.1. County may request CAECD to purchase on County's behalf, but no more often than quarterly, the 9-1-1 database equipment CAECD has authorized County to purchase. County agrees to request the purchase in accordance with CAECD's *9-1-1 Policies and Procedures Manual*, as amended.

3.2. If CAECD purchases 9-1-1 database equipment for County, County agrees that CAECD may deduct the cost of the 9-1-1 database equipment purchased from the contract price otherwise payable to County under Section 5.

**Section 4. Effective Date and Term of Contract**

4.1. This contract takes effect on October 1, 2018 and shall continue for a period of two years, unless terminated early under Section 11. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

**Section 5. Contract Price and Payment Terms**

5.1. CAECD agrees to compensate County in the total amount of not to exceed $309,890 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the City for the duties performed hereunder.

5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," Chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).

5.3. CAECD agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.

5.4. If County has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 7, County agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies County of the repayment amount due and the reason repayment is required.

A. If County does not refund the payment when required, CAECD may refuse to purchase 9-1-1 database equipment on County's behalf and may withhold all or part of the unpaid payment

from County's future entitlement to payment under this or future Interlocal contracts between the parties for Next Generation 9-1-1 database and GIS services.

B. Before the 60-day payment period expires, County may appeal in writing to CAECD its determination that County refund the payment, explaining why it believes the determination is incorrect, or County may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on County's appeal or proposal or both is final.

C. The parties understand and agree that the appeal authorized by Section 5.4.B is the only mechanism for challenging CAECD's determination under Section 5.4 that County refund the payment. The early termination provisions of Section 11 and the dispute resolution process of Section 12 are not available to challenge CAECD's determination.

**Section 6. Performance Reports**

6.1. CAECD agrees each quarter to distribute electronically a performance report to the County Database Coordinator.

6.2. County agrees to address errors identified in the performance reports.

**Section 7. Compliance with Applicable Law and Policy**

7.1. County agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures.*

**Section 8. Independent Contractor, Assignment and Subcontracting**

8.1. County is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 8.2 is void.

8.3. If CAECD consents to County's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

## Section 9. Records and Monitoring

9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.

9.2. Subject to the additional requirement of Section 9.3, County agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. Upon advance and reasonable notice to the County, CAECD is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

9.5. CAECD at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 7. CAECD will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

9.6. CAECD agrees to notify County at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, County agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

## Section 10. Nondiscrimination and Equal Opportunity

10.1. County shall not exclude anyone or entity from participating in County's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

## Section 11. Early Termination of Contract

11.1. Except as provided in Section 5.4, if CAECD or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of Section 12.

11.2. If this contract is terminated under Section 11, CAECD and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor County is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination.

11.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.4. The termination of this contract either under Section 4 or under this Section 11 does not affect County's duty:

A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 5.4 and 5.5; and

B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 9.

**Section 12. Dispute Resolution**

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 12.

12.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

12.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a

party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.

12.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

**Section 13. Notice to Parties**

13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:

A. When it is delivered to the party personally;

B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 13.2 or 13.3 and signed for on behalf of the party; or

C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 13.2 or 13.3.

13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.

13.3. County's address is 710 S. Main St, Georgetown, TX 78626 Ste 101 Attention: County Judge.

13.4. A party may change its address by providing notice of the change in accordance with Section 13.1.

**Section 14. Miscellaneous**

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;

B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.

14.2. This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

14.3. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are

automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

14.4. The following Attachments are part of this contract:

A. CAECD Quarterly GIS/Database Manager Financial Report
B. *CAPCOG NG9-1-1 Transitional GIS Data Requirements*

14.5. This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

14.6. This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS

By _____
Name _____
Title _____

Date 9/20/2018

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

By _____
Betty Voights
Executive Director

Date 10/3/18

Date of governing body approval: 9-18-18

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 10/08/2019

Correct 2019-2020 Regional Communication System Fund Budget

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to correct Agenda Item #54 from September 24, 2019 for the following 2019-2020 Budgets:
0507 Regional Communication System Fund.

**Background**

The Expenditure Budget for this fund was not listed correctly. It was listed as $1,509,621.55 and should have been $1,594,621.55. Attached is the list of Funds approved under the original item with the corrected item highlighted in red.

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**Fiscal Impact**

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

**Attachments**

Special Revenue Funds Budgets

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 11:52 AM |
| Form Started By: Julie Kiley | | Started On: 10/03/2019 11:40 AM |
| Final Approval Date: 10/03/2019 | | |

| Fund Number | Fund Name | Estimated Fund Balance Fiscal Year 2018-2019 | 2019-2020 Expense Recommended Budget | 2019-2020 Revenue Recommended Budget | Excess (Deficiency) of Revenue/Expense | Projected Fund Balance Fiscal Year 2019-2020 |
|---|---|---|---|---|---|---|
| ***Discuss, consider and take appropriate action on the approval of the following 2019-2020 Budgets:*** | | | | | | |
| 0340 | Tobacco Fund | $ 5,283,323.00 | $ 513,260.73 | $ 520,000.00 | $ 6,739.27 | $ 5,290,062.27 |
| 0350 | Law Library Fund | $ 560,019.00 | $ 230,000.00 | $ 263,250.00 | $ 33,250.00 | $ 593,269.00 |
| 0364 | Pretrial Intervention | $ - | $ 261,640.00 | $ 261,640.00 | $ - | $ - |
| 0374 | County and District Court Technology Fund | $ 97,242.00 | $ - | $ 7,630.00 | $ 7,630.00 | $ 104,872.00 |
| 0376 | Surplus Elections Contracts Fund | $ 326,505.00 | $ 211,698.85 | $ - | $ (211,698.85) | $ 114,806.15 |
| 0384 | Records Archive - County Clerk | $ 2,202,055.00 | $ 461,681.91 | $ 615,750.00 | $ 154,068.09 | $ 2,356,123.09 |
| 0385 | County Clerk Records | $ 4,010,189.00 | $ 641,397.91 | $ 1,211,025.00 | $ 569,627.09 | $ 4,579,816.09 |
| 0386 | District Clerk - Records Mgmt and Preservation Fund | $ 252,230.00 | $ 4,349.90 | $ 32,000.00 | $ 27,650.10 | $ 279,880.10 |
| 0387 | Records Technology Fund - District Clerk | $ 233,743.00 | $ 160,959.58 | $ 59,250.00 | $ (101,709.58) | $ 132,033.42 |
| 0388 | Court Records Preservation Fund | $ 582,291.00 | $ 145,500.00 | $ 91,225.00 | $ (54,275.00) | $ 528,016.00 |
| 0390 | County Wide Records Mgmt and Preservation Fund | $ 619,407.00 | $ 153,398.81 | $ 102,975.00 | $ (50,423.81) | $ 568,983.19 |
| 0507 | Regional Communication System | $ 552,404.00 | $ 1,594,621.55 | $ 1,506,034.00 | $ (88,587.55) | $ 463,816.45 |
| 0545 | Regional Animal Shelter Fund | $ - | $ 2,353,765.20 | $ 2,353,765.20 | $ - | $ - |
| 0546 | Regional Animal Shelter Donation Fund | $ 673,956.00 | $ 116,016.05 | $ - | $ (116,016.05) | $ 557,939.95 |
| 0882 | Fleet Maintenance Fund | $ - | $ 3,992,205.55 | $ 3,992,205.55 | $ - | $ - |

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 10/08/2019

DA Apportionment Supplement BA Rev 10.08.19

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

### Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.335602 | Dist Atty Salary Supplement | $7,500.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/30/2019 03:47 PM |
| Form Started By: Melanie Denny | | Started On: 09/29/2019 04:13 PM |
| Final Approval Date: 09/30/2019 | | |

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 10/08/2019

DA Apportionment Supplement BA Exp 10.08.19

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

### Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0440.001940 | Apportionment Supplement | $6,163.70 |
| | 0100.0440.002010 | FICA | $471.53 |
| | 0100.0440.002020 | Retirement | $864.77 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 09/30/2019 03:50 PM |
| Form Started By: Melanie Denny | | Started On: 09/29/2019 04:14 PM |
| Final Approval Date: 09/30/2019 | | |

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 10/08/2019

JP2 Donation BA Rev 10.08.19

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund - Justice of the Peace Precinct #2 donation.

### Background

Hill Country Bible Church Austin has donated $1,000.00 to the Williamson County Justice Court Precinct 2 Mentor Program for the annual Mentoring Banquet.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367400 | Donations | $1,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 02:05 PM |
| Form Started By: Melanie Denny | | Started On: 10/01/2019 01:07 PM |
| Final Approval Date: 10/02/2019 | | |

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 10/08/2019

JP2 Donation BA Exp 10.08.19

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund - Justice of the Peace Precinct #2 donation.

### Background

Hill Country Bible Church Austin has donated $1,000.00 to the Williamson County Justice Court Precinct 2 Mentor Program for the annual Mentoring Banquet.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0452.003670 | Use of Donations | $1,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 02:16 PM |
| Form Started By: Melanie Denny | | Started On: 10/01/2019 01:07 PM |
| Final Approval Date: 10/02/2019 | | |

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 10/08/2019

County Attorney Legislative Supplement Budget Amendment 10.08.19

**Submitted By:** Pam Navarrette, 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 expenditures for the County Attorney's Office.

### Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2020.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| TO | 0100.0475.001927 | Co Atty Legislative Supplement | $14,107.50 |
| To | 0100.0475.002010 | FICA | $1,079.23 |
| To | 0100.0475.002020 | Retirement | $2,035.71 |
| To | 0100.0475.004902 | Co Atty Legislative Supplement | $59,777.56 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 01:58 PM |
| Form Started By: Pam Navarrette | | Started On: 10/01/2019 12:55 PM |
| Final Approval Date: 10/02/2019 | | |

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 10/08/2019

County Attorney Legislative Supplement Budget Amendment 10.08.19

**Submitted By:** Pam Navarrette, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2020.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0000.335601 | Co Atty Salary Supplement | $77,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/02/2019 02:01 PM |
| Form Started By: Pam Navarrette | | Started On: 10/01/2019 01:03 PM |
| Final Approval Date: 10/02/2019 | | |

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 10/08/2019

River Ranch P315 - Change Order #3

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

**Department:** Building Maintenance

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on the River Ranch County Park Phase 1 Project, P315, Change Order #3 from Ritter-Botkin Prime Construction Company, Inc. in the amount of $251,554.00 to approve Electrical scope and Roadway/Parking scope changes. This change order is being funded by the Owner Contingency.

### Background

The County seeks to (1) install added power requirements for septic systems and additional electrical communication conduit ($150,906.00), (2) Convert Gravel Type I Parking to bituminous pavement roads ($91,738.00), and (3) Revise grading at Park Headquarters ($8,910.00).

## Fiscal Impact

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

## Attachments

Change Order 3

Budget

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:36 AM |
| Form Started By: Gina Wrehsnig | | Started On: 10/03/2019 09:17 AM |
| Final Approval Date: 10/03/2019 | | |

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

# River Ranch County Park Phase 1 Development
# Change Order No. 03

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

## SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work

1. ASI No 1. – OSSF, COMM **$150,906.00**

Furnish and install added power requirements for septic systems and additional electrical and communication conduit per ASI 01 dated 3/20/19.

Inclusions:
- Stub up electrical conduit in slab at Maintenance Building, Day Use Pavilion, RV Bath House, and Headquarters for septic and communication requirements. Run conduit out 5ft from edge of slab and cap.
- Build equipment racks at each septic location. Provide and install NEMA 3 disconnects at each location. Pull wire from panels to septic system disconnects and make necessary connections.
- Cut, back-fill and compact 3,497 additional LF of Conduit for OSSF
- Supply and install an additional (6) OSSF J-Boxes (12" x 12" Composite w/ Elec Cover)
- Cut, back-fill and compact 1,130 additional LF of Conduit for COMM
- Supply and install an additional (8) COMM pull boxes
  - Underground Enclosure Assembly, Blank
  - 33-7/8"L x 22 1/4"W x 15"H nominal dimensions
  - Include (4) concrete curbs

Exclusions:
- Septic or communications equipment/materials not specified above

Note:
- Time Adjustment Requested: 30 days

2. Convert Gravel Type 1 Parking to Bituminous Pavement Roads **$91,738.00**

Inclusions:
- 880.5cy/23,773sf per attached take-off
  Note: Quantity varies from bid form quantity of 600cy
- Credit for bid item #9 - Subgrade preparations
- Credit for bid item #19 - Gravel Type 1
- Subgrade per plans and specifications
- Asphalt per plans and specifications

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

3. Grading Revision **$8,910.00**
   Inclusions:
   - Add 12” base to roadway and grading revision near Headquarters building

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

**Current Contract Amount:** $ 11,895,260.26

**Change Order 03:** $ 251,554.00

**New Contract Amount:** $ 12,146,814.26

**Williamson County**

Signature / Date

Printed Name

**Prime Construction Company Inc.**

9-27-19
Signature / Date

Brian Ritter
Printed Name

**Design Workshop**

Signature / Date

Claire Hempel
Printed Name

# Williamson County - Job Cost Tracking Log

**Project: P315 / P351 - Roads**
**River Ranch County Park Phase I**

**Change Order: #1, #2, #3**

| Change Order No. | Court Agenda Date | Party of Initiation | Time Ext. (Days) | Funding Breakdown | | Total Updated Contract Amount |
|---|---|---|---|---|---|---|
| | | | | Cost of Work | Owner Contingency | |
| Contract | | | 365 | $ 11,040,192.26 | $ 2,000,000.00 | $ 13,040,192.26 |
| 1 | 12/11/2018 | Contractor | 90 | $ 763,953.00 | $ (763,953.00) | $ 13,040,192.26 |
| 2 | 4/2/2019 | Owner | 0 | $ 91,115.00 | $ (91,115.00) | $ 13,040,192.26 |
| 3 | 9/30/2019 | Contractor | 0 | $ 251,554.00 | $ (251,554.00) | $ 13,040,192.26 |
| 4 | | | 0 | $ - | $ - | $ 13,040,192.26 |
| 5 | | | | | | $ 13,040,192.26 |
| 6 | | | | | | $ 13,040,192.26 |
| 7 | | | | | | $ 13,040,192.26 |
| 8 | | | | | | $ 13,040,192.26 |
| 9 | | | | | | $ 13,040,192.26 |
| 10 | | | | | | $ 13,040,192.26 |
| 11 | | | | | | $ 13,040,192.26 |
| 12 | | | | | | $ 13,040,192.26 |
| 13 | | | | | | $ 13,040,192.26 |
| 14 | | | | | | $ 13,040,192.26 |
| 15 | | | | | | $ 13,040,192.26 |
| 16 | | | | | | $ 13,040,192.26 |
| 17 | | | | | | $ 13,040,192.26 |
| 18 | | | | | | $ 13,040,192.26 |
| 19 | | | | | | $ 13,040,192.26 |
| 20 | | | | | | $ 13,040,192.26 |
| 21 | | | | | | $ 13,040,192.26 |
| 22 | | | | | | $ 13,040,192.26 |
| 23 | | | | | | $ 13,040,192.26 |
| 24 | | | | | | $ 13,040,192.26 |
| 25 | | | | | | $ 13,040,192.26 |
| 26 | | | | | | $ 13,040,192.26 |
| 27 | | | | | | $ 13,040,192.26 |
| 28 | | | | | | $ 13,040,192.26 |
| 29 | | | | | | $ 13,040,192.26 |
| 30 | | | | | | $ 13,040,192.26 |
| | | | | | | $ 13,040,192.26 |
| | | | **90** | **$ 12,146,814.26** | **$ 893,378.00** | **$ 13,040,192.26** |

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 10/08/2019

Authorize Williamson County CTTC Showers Remodel through Choice Partners Cooperative

**Submitted For:** Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the price proposal 08.22.19-R1 between Vaughan Construction and Williamson County for CTTC Showers Renovation in the amount of $465,000 pursuant to Choice Partners Contract No.15/041JN-16 and authorizing the execution of the agreement.

### Background

This is for the CTTC Showers Renovation project utilizing the Choice Partners Purchasing Cooperative contract Number 15/041JN-16. Tom Stanfield is the point of contact for this transaction. This expenditure will be charged to P-514. Funding was approved in the FY2020 budget.

## Fiscal Impact

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

## Attachments

Vaughn Proposal

Vaughn Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 10/03/2019 10:45 AM |
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:59 AM |
| Form Started By: Johnny Grimaldo | | Started On: 09/30/2019 10:52 AM |
| Final Approval Date: 10/03/2019 | | |

August 22nd, 2019

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: **Tom Stanfield**

Reference: **Proposal – WILCO CTTC Showers Renovation – 08.22.19 - R1**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **$465,000** (Four Hundred Sixty Five Thousand) dollars and 00/100 to provide the following scope:

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Restroom access provided for contractor
- Dumpster location provided for contractor
- Office/ work area provided for contract
- Badging to be performed by Williamson County
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per drawings entitled “Williamson County CTTC Showers Remodel,” dated 05.31.19.
- Work to be completed per specifications entitled “Williamson County CTTC Showers Remodel,” dated 05.31.19

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner’s vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.
- Excludes Holiday Work

VAUGHN
CONSTRUCTION

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION



Doug Boram

# *WILCO CTTC SHOWERS RENOVATION*

***Williamson County***

***GMP*** ***8/22/2019***

***Prepared By:***
***Vaughn Construction***
***Ross Tisdale***

| | | |
|---|---|---|
| ***Total Cost of Work - See Attached Detail*** | | ***$427,806*** |
| ***Escalation*** | ***0.00%*** | ***$0*** |
| ***Design Contingency*** | ***0.00%*** | ***$0*** |
| ***General Conditions Cost of Work - See Attached Detail*** | | ***$0*** |
| ***Umbrella and GL*** | | ***$6,886*** |
| ***Builder's Risk Insurance*** | | ***$246*** |
| ***Special Insurance*** | | ***Not Included*** |
| ***GC Bond*** | | ***$7,707*** |
| ***Total General Conditions Cost*** | | ***$14,838*** |
| ***CM Contingency*** | ***0.00%*** | ***$0*** |
| ***Construction Phase Fee*** | ***5.00%*** | ***$22,356*** |
| ***Owner's Special Cash Allowance*** | | ***$0*** |
| ***Owner's Construction Contingency*** | ***0.00%*** | ***$0*** |
| ***TOTAL*** | | ***$465,000*** * |

** Please see attached clarifications, qualifications, and exclusions to the Estimate.*

# WILCO Central Texas Treatment Center - Shower Reno
## 1901.1
## COST OF WORK BREAKDOWN

VAUGHN

**Phase:** 100% Construction Documents
**Date:** 08.22.2019

| Total Cost of Work By Phase | $427,806 |
|---|---|

| Cost of Work by Work Category | | | |
|---|---|---|---|
| 01.01 - GENERAL CONDITIONS | | | $77,390 |
| 01.10 - CHOICE PARTNERS | | | $17,884 |
| 01.40 - INFECTION CONTROL | | | $1,160 |
| 01.62 - TEMPORARY FENCING | | | $999 |
| 01.74 - CLEAN UP | | | $576 |
| 01.76 - TEMPORARY PROTECTION | | | $2,436 |
| 01.78 - SAFETY | | | $433 |
| 01.82 - TEMPORARY PARTITIONS | | | $3,885 |
| 02.01 - REMOVALS, included in 09.02 DRYWALL | | | N/A |
| 08.00 - DOORS, FRAMES, AND HARDWARE | | | $4,193 |
| 08.38 - DOOR & HARDWARE INSTALLATION, included in 09.02 DRYWALL | | | N/A |
| 09.02 - DRYWALL | | | $27,900 |
| 09.07 - CARPET, VINYL FLOORING, & BASE | | | N/A |
| 09.10 - EPOXY FLOORING | | | $25,975 |
| 09.12 - PAINTING, included in 09.02 DRYWALL | | | N/A |
| 09.16 - CONCRETE SEALER | | | $9,095 |
| 10.08 - SIGNAGE | | | $1,200 |
| 10.17 - TOILET ACCESSORIES | | | $3,600 |
| 21.01 - FIRE PROTECTION | | | $3,400 |
| 22.00 - PLUMBING / HVAC TURNKEY | | | $218,777 |
| 26.01 - ELECTRICAL | | | $24,232 |
| 26.03 - FIRE ALARM | | | $4,672 |
| **Total Cost of Work** | | | **$427,806** |

**AGREEMENT**
**BETWEEN OWNER AND CONTRACTOR**

| | |
|---|---|
| The **Owner**: | Williamson County<br>710 Main Street, Ste. 101<br>Georgetown, Texas 78626 |
| and **Contractor** | J T. Vaughn Construction, LLC<br>3920 N. Interstate 35<br>Austin, Texas78751 |
| for the **Project**: | Williamson County – Central Texas Treatment Facility<br>Showers Renovation<br>601 N Alligator Street<br>Granger, TX 76530 |
| **Architect:** | Reliance Architecture LLC<br>1306 Barrington Dr.<br>Austin, TX 78753 |

**AGREEMENT**, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and J T. Vaughn Construction, LLC (hereinafter called "Contractor").

**WHEREAS,** the Owner desires to retain a Contractor for the Central Texas Treatment Facility Showers Renovation Project (hereinafter called the "Project"),

**WHEREAS,** the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

## ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

## ARTICLE 2 CONTRACT DOCUMENTS

**2.1** The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

**2.2** The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

**2.3** The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

## ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within **One Hundred Eighty** (**180**) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty** (**30**) calendar days of Substantial Completion. The time set forth for completion of the work is an

essential element of the Contract.

## ARTICLE 4 CONTRACTOR REPRESENTATIONS

**4.1** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the

Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

**5.1 Contract Price.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$465,000.00**.

**5.2 Contract Payments.** Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

**5.3 Owner's Construction Contingency.** The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

**$ 10,000.00**

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

**5.4 Allowable Overhead and Profit Markup on Changes in the Work.** In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## ARTICLE 6 TIME

**6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**6.2** Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**6.1 Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the uniqueness of the facility being a treatment facility that houses a population that changes daily and the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

***Five Hundred Dollars per calendar day ($500.00/calendar day)***

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

## ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor: Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

**ARTICLE 8 PARTY REPRESENTATIVES**

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Tom Stanfield
Williamson County Facilities
3101 SE Inner Loop Georgetown, TX 78626
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Doug Boram
6604 N. Lamar
Austin, TX 78752
Phone (512) 663-7461
Fax (512) 681-9752

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

**ARTICLE 9 ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

| | |
|---|---|
| WILLIAMSON COUNTY<br>Williamson County, Texas, | Vaughn Construction, LLC |
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: J. Thomas Vaughn, CEO |
| Date: _____ ____, 20____ | Date: 9.23 ____, 2019 |

**EXHIBIT 1**

**Minimum Insurance Coverages**
**and**
**Minimum Coverage Amounts**

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages 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 Owner.

| | Type of Coverage | Limits of Liability |
|---|---|---|
| 1. | Worker's Compensation | Statutory |
| 2. | 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 |

3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER OCCURRENCE |
|---|---|
| Comprehensive General Liability (including premises, completed operations and contractual) | $1,000,000 |
| Aggregate policy limits: | $2,000,000 |

4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |

| | | |
|---|---|---|
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | No aggregate limit | |

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**EXHIBIT 2 –DRAWINGS AND SPECIFICATIONS**

**FOR**

**WILLIAMSON COUNTY – CENTRAL TEXAS TREATMENT FACILITY**
**SHOWERS RENOVATION**
**601 N ALLIGATOR STREET**
**GRANGER, TX 76530**

**By: Reliance Architecture, LLC**
**Dated: 5/31/2019**

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 10/08/2019

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 | 09/18/2019 03:17 PM |
| Form Started By: Vicky Edwards | | Started On: 09/18/2019 12:16 PM |
| Final Approval Date: 09/18/2019 | | |

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 10/08/2019

1805-229 CR 279 (Bagdad Road) at River Ranch Park Supplemental Utility Agreement with PEC

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding a Supplemental to the Standard Utility Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on the CR 279 (Bagdad Road) at River Ranch Park project, a Road Bond project in Commissioner Pct. 2.
Project: P438 Funding: Road Bond

### Background

This supplemental agreement is necessary to reimburse PEC an additional $70,539.92 for costs incurred due to additional design and construction work for revised construction phasing and right-of-way (ROW) constraints. PEC worked with the adjacent developer regarding vegetation clearing and pole placement, but was unable to secure easements for guy wires. Three (3) additional self-supporting poles were required in order to relocate PEC along the ROW without down guy wires. The actual cost of the relocation is increased by $120,932.49 to a new total of $245,168.05. PEC is 58.33% eligible for reimbursement. The reimbursement to PEC by the County is increased by $70,539.92 to a total cost of $143,006.52 (58.33% of $245,168.05).

## Fiscal Impact

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

## Attachments

1805-229 CR 279 (Bagdad Road) at River Ranch Park Supplemental Utility Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:15 AM |
| Form Started By: Dawn Haggard | | Started On: 10/01/2019 09:24 AM |
| Final Approval Date: 10/03/2019 | | |

# STANDARD UTILITY AGREEMENT
# SUPPLEMENTAL AGREEMENT No. 1

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Pedernales Electric Cooperative, Inc. (***the "Utility"***) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

**Whereas**, the **County** and **Utility** executed a Standard Utility Agreement on February 23, 2017 concerning the adjustment, relocation, or removal of certain **Utility's** facilities;

**Whereas**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**Whereas**, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

**Whereas**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: additional design, materials and construction work as detailed in the attached backup documents, which are attached to this supplemental agreement as Attachment "A".

**Now, Therefore, Be It Agreed:**

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional design and construction work found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **$70,539.92** for a total of **$143,006.52.** The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

**County: Williamson**
**Location: CR 279 (Bagdad Rd)**
**Limits: Silver Creek Dr to CR 278**

## STANDARD UTILITIY AGREEMENT
## SUPPLEMENTAL AGREEMENT No 1
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

| **UTILITY** | **WILLIAMSON COUNTY** |
|---|---|
| Utility: Pedernales Electric Cooperative<br>*Name of Utility* | By: _____ |
| By: Dirk Field<br>*Authorized Signature* | _____<br>*Judge Bill Gravell, Jr.* |
| Title: Electrical Distribution Designer & Planning Manager | Title: Williamson Country Judge |
| Date: 9-30-2019 | Date: _____ |

# ATTACHMENT "A"

# Backup Documents to Supplemental:

Summary of Reasons for Supplemental Agreement:

**Construction Materials & Phasing:**

Per Schneider Engineer LTD Invoice, costs increased because of the following:

- Changes in the construction phasing. The original design had the power lines with half on the west side and half on the east side and that is what the reimbursement agreement was based on. However, after the agreement was submitted, the project changed substantially because the communication companies wanted the PEC power line to be routed all on the west side. Moving the PEC line to the west side, required either new easement(s) or self-supported poles.

- PEC worked with the adjacent developer, regarding vegetation clearing and pole placement, but the developer would not grant easements for guying. Due to this, three (3) self-supported poles had to be designed and special ordered. This added additional material cost.

- Due to the county's construction schedule, PEC had to build the project in two parts. The first part included removal of existing line, installation of new line along the west side and the installation of three temporary slack spans within the road right-of-way. The temporary slack spans were needed in order to maintain power to the road crossing taps, while the self-supported poles were being procured. Once the self-supported poles arrived, the second part of project was completed. This included replacing the temporary slack spans with the self-supported structures.

**Internal Labor Cost Plus Overhead:**

- Due to additional design, materials and re-phasing, PEC had additional labor costs and overhead, as shown in final invoice.

See following summary of additional costs.

**County: Williamson**
**Location: CR 279 (Bagdad Rd)**
**Limits: Silver Creek Dr to CR 278**

| Date : | 2/23/2017 | 11/1/2018 | 1/23/2019 |
|---|---|---|---|
| Document : | PEC Reimbursement Agreement | PEC Statement of Charges | Difference |
| Construction Costs | | | |
| CONSTRUCTION: | $ 70,020.53 | $ 79,939.34 | $ 9,918.81 |
| Material Costs & OH : * | $ 20,000.00 | $ 58,065.68 | $ 38,065.68 |
| Labor Cost (ROW): | $ 9,500.00 | | $ (9,500.00) |
| Construction Costs Subtotal: | $ 99,520.53 | $ 138,005.02 | $ 38,484.49 |
| Engineering Services | | | |
| ENGINEERING SERVICES: | $ 24,715.03 | $ 70,083.90 | $ 45,368.87 |
| Internal Labor & OH : | | $ 36,312.10 | $ 36,312.10 |
| Transportation Costs : | | $ 767.03 | $ 767.03 |
| Engineering Services Subtotal : | $ 24,715.03 | $ 107,163.03 | $ 82,448.00 |
| Total Costs : | $ 124,235.56 | $ 245,168.05 | $ 120,932.49 |
| Eligibility Ratio: | | | |
| **58.33%** | $ 72,466.60 | $ 143,006.52 | **$ 70,539.92** |

* Original estimated cost for add-on self-supporting poles.

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

# STATEMENT OF CHARGES

Received
Jul 01, 2019
HNTB Corporation
Round Rock

**Liberty Hill District**
10825 W. State Hwy 29
Liberty Hill, Texas 78642
512-778-5470 X 7025

RE: CR 279/Bagdad From Silver Creek to North of CR 278

**RECIPIENT:**

Name: Williamson County
c/o HNTB Corporation - Eddie Church
Address: 101 E. Old Settlers Blvd. Ste 100
City, State, ZIP: Round Rock, TX 78664

STATEMENT DATE: June 17, 2019

Sales Tax Rate: EXEMPT

| | DESCRIPTION | | | AMOUNT |
|---|---|---|---|---|
| 108609 | SCHNEIDER ENGINEERING LTD | INVOICE | 34699 | 4,525.69 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 36343 | 5,774.48 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 36725 | 5,395.22 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 35853 | 5,514.86 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 36867 | 275.00 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 37302 | 1,252.75 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 37773 | 2,409.75 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 38070 | 418.50 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 38521 | 2,476.15 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 38926 | 530.00 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 39476 | 130.00 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 39814 | 1,043.75 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 40295 | 1,426.55 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 40743 | 1,679.25 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 41217 | 625.00 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 41642 | 2,157.50 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 42057 | 110.00 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 43259 | 91.25 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 42551 | 1,012.75 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 43761 | 601.25 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 44093 | 11,510.85 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 44734 | 9,786.85 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 44943 | 4,655.00 |
| | JAMES POWER LINE CONSTRUCTION | INVOICE | 12017 | 6,207.79 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 45377 | 348.75 |
| | SCHNEIDER ENGINEERING LTD | INVOICE | 45524 | 1,412.50 |

| | | | | |
|---|---|---|---|---|
| | SCHNEIDER ENGINEERING LTD | INVOICE | 45525 | 4,920.25 |
| | JAMES POWER LINE CONSTRUCTION | INVOICE | 12467 | 66.79 |
| | LINETEC SERVICES LLC | INVOICE | 20751 | 73,664.76 |
| | **INVOICES TOTAL:** | | **$ 150,023.24** | |
| | MATERIAL COST PLUS OVERHEAD | | | $ 58,065.68 |
| | INTERNAL LABOR PLUS OVERHEAD | | | $ 36,312.10 |
| | TRANSPORTATION COSTS | | | $ 767.03 |
| | **INTERNAL TOTAL:** | | **$ 95,144.81** | |
| | | | | |

| | |
|---|---|
| **SUBTOTAL** | **$ 245,168.05** |
| **ELIGIBILITY RATIO** | **58.33%** |
| **SUBTOTAL** | **$ 143,006.52** |

**DIRECT ALL INQUIRIES TO:**
Whitney Burke
512-778-5470 ext 7023
Whitney.Burke@PECi.com

| Vendor | Invoice numbe | Invoice amount | Wilco will pay | Difference | Notes |
|---|---|---|---|---|---|
| Schneider | 34699 | $ 4,525.69 | $ 4,361.38 | $ 164.31 | no backup for meals, backup for hotel shows $153.38, can't pay for mileage going from/to employees home/deducted 67.50 |
| Schneider | 36343 | $ 5,774.48 | $ 5,125.00 | $ 649.48 | Need backup for mileage |
| Schneider | 36725 | $ 5,395.22 | $ 5,332.50 | $ 62.72 | Need backup for mileage |
| Schneider | 35853 | $ 5,514.86 | $ 5,466.25 | $ 48.61 | mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation |
| Schneider | 36867 | $ 275.00 | $ 275.00 | $ - | |
| Schneider | 37302 | $ 1,252.75 | $ 1,168.75 | $ 84.00 | Need backup for mileage |
| Schneider | 37773 | $ 2,409.75 | $ 2,340.00 | $ 69.75 | Need backup for mileage |
| Schneider | 38070 | $ 418.50 | $ 360.00 | $ 58.50 | Need backup for mileage |
| Schneider | 38521 | $ 2,476.15 | $ 2,247.50 | $ 228.65 | Need backup for mileage |
| Schneider | 38926 | $ 530.00 | $ 530.00 | $ - | |
| Schneider | 39476 | $ 130.00 | $ 130.00 | $ - | |
| Schneider | 39814 | $ 1,043.75 | $ 1,010.00 | $ 33.75 | Need backup for mileage |
| Schneider | 40295 | $ 1,426.55 | $ 1,177.50 | $ 249.05 | Need backup for mileage |
| Schneider | 40743 | $ 1,679.25 | $ 1,635.00 | $ 44.25 | mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation |
| Schneider | 41217 | $ 625.00 | $ 625.00 | $ - | |
| Schneider | 41642 | $ 2,157.50 | $ 2,157.50 | $ - | |
| Schneider | 42057 | $ 110.00 | $ 110.00 | $ - | |
| Schneider | 43259 | $ 91.25 | $ 91.25 | $ - | |
| Schneider | 42551 | $ 1,012.75 | $ 942.35 | $ 70.40 | can only pay for mileage from/to work to jobsite |
| Schneider | 43761 | $ 601.25 | $ 556.25 | $ 45.00 | mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation |
| Schneider | 44093 | $ 11,510.85 | $ 10,937.50 | $ 573.35 | hotel bakcup shows 197.22/only received 12.95 worth of backup for meals/will only pay 4.47 for supples(spray cans)/half of mileage is from home to work and back, will only pay 24.85 for mileage |
| Schneider | 44734 | $ 9,786.85 | $ 9,522.50 | $ 264.35 | mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation |
| Schneider | 44943 | $ 4,655.00 | $ 4,458.75 | $ 196.25 | what is in dripping springs? Boerne to liberty hill looks like mileage from home to work |
| James Power Line | 12017 | $ 6,207.79 | $ 6,177.54 | $ 30.25 | We have to exclude sales tax the Elliott Electric supply invoice. The county does have to pay sales tax on rental equipment |
| Schneider | 45377 | $ 348.75 | $ 348.75 | $ - | |
| Schneider | 45524 | $ 1,412.50 | $ 1,412.50 | $ - | |
| Schneider | 45525 | $ 4,920.25 | $ 4,720.00 | $ 200.25 | mileage backup provided isn't for this project |
| James Power Line | 12467 | $ 66.79 | $ 66.79 | $ - | |
| Linetec Services | 20751 | $ 73,664.76 | $ 73,664.76 | $ - | |
| Material Cost Plus Overhead | | $ 58,065.68 | $ 58,065.68 | $ - | |
| Internal Labor Plus Overhead | | $ 36,312.10 | $ 36,312.10 | $ - | |
| Transportation Costs | | $ 767.03 | $ 767.03 | $ - | |
| | | | | | |
| Total | | $ 245,168.05 | $ 242,095.13 | | |
| County Responsibility | | $ 143,006.52 | $ 141,214.09 | $ 1,792.43 | Short pay |

## Eddie R. Church

**From:** Field, Dirk <dirk.field@peci.com>
**Sent:** Thursday, September 26, 2019 2:40 PM
**To:** Eddie R. Church
**Subject:** FW: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Eddie, please see the emails below.

**Dirk Field** | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution & Planning Manager
P: (800)868-4791 Ext.7020 | M: (512)525-7898
Website | Facebook | Twitter | LinkedIn | YouTube | PEC Energy News

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**From:** Mark Evans [mailto:mevans@se-texas.com]
**Sent:** Thursday, September 26, 2019 2:37 PM
**To:** Field, Dirk <dirk.field@peci.com>
**Cc:** Burke, Whitney <Whitney.Burke@peci.com>; Hoy, Vance <Vance.Hoy@peci.com>
**Subject:** RE: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

**WARNING:** This email originated outside of Pedernales Electric Cooperative.
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We originally designed the designed the line with about half on the west side and half on the east side and that is what the reimbursement agreement was based on. However, after the agreement was submitted, the project changed substantially at the request of either Cobb Fendley or the County as I recall because the communication company or companies wanted the PEC power line to be routed all on the west side. Moving the PEC line to the west side, required either new easement(s) or self-supported poles. We worked with the developer regarding vegetation clearing and pole placement, but developer would not grant easements for guying so three self-supported poles had to be designed and special ordered which added additional material cost. Due to the county's construction schedule, PEC had to build the project in two parts. The first part included removal of existing line, installation of new line along the west side and the installation of three temporary slack spans within road right-of-way. The temporary slack spans were needed in order to maintain power to the road crossing taps while the self-supported poles were procured. Once the self-supported poles arrived, the second part of project was completed which included replacing the temporary slack spans with the self-supported structures.

**MARK E. EVANS**
**SCHNEIDER ENGINEERING, LTD.**

TX REG. #F-1594
o: 830.249.3887 | f: 830.249.5434
mevans@se-texas.com

**From:** Field, Dirk <dirk.field@peci.com>
**Sent:** Thursday, September 26, 2019 10:27 AM
**To:** Mark Evans <mevans@se-texas.com>
**Cc:** Burke, Whitney <Whitney.Burke@peci.com>; Hoy, Vance <Vance.Hoy@peci.com>
**Subject:** FW: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Mark, please see Brad's comments below. Please add any information that you can think of.

Thanks,

**Dirk Field** | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution & Planning Manager
P: (800)868-4791 Ext.7020 | M: (512)525-7898
Website | Facebook | Twitter | LinkedIn | YouTube | PEC Energy News

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**From:** Noack, Bradley
**Sent:** Thursday, September 26, 2019 10:21 AM
**To:** Field, Dirk <dirk.field@peci.com>
**Cc:** Burke, Whitney <Whitney.Burke@peci.com>
**Subject:** RE: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Dirk,

I remember the county having issues with one of the landowners on the East side of the road. I can't remember exactly, but I think it might have been the Roy Sullivan property. We also had to order (3) self-supporting poles at the entrance of the Highland Oaks Subdivision because the developer wouldn't grant us an easement for anchoring. There was also concern with anchoring into a berm they have in front of the subdivision. Also, I am 99% sure we had to build that job in 2 parts, but I can't find the maps to support that. I believe it was because the county needed us to get certain poles out of the way, but we couldn't do the entire job because of telephone.

Mark Evans might remember it better than me since we worked on it much closer. Give me a call if you want to discuss it in more detail.

Thank you,

**Brad Noack** | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution Design & Planning Manager
P: (830) 454-3520 | F: (830) 454-3524
Marble Falls Office: 4302 U.S. Highway 281 North, Marble Falls, TX 78654
Website | Facebook | Twitter | LinkedIn | YouTube | PEC Energy News

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**From:** Field, Dirk
**Sent:** Thursday, September 26, 2019 9:40 AM
**To:** Noack, Bradley <Bradley.Noack@peci.com>
**Cc:** Burke, Whitney <Whitney.Burke@peci.com>
**Subject:** FW: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Brad, good morning.

Please see the below email from Eddie Church and please let me know what you remember about this job.

Whit said that Schneider had to redesign a couple of times.

1.Easement issues.
2.Ditch cuts changed.
3. Self-supporting poles added.
4.County had problems with land owners.

Thanks,

**Dirk Field** | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution & Planning Manager
P: (800)868-4791 Ext.7020 | M: (512)525-7898
Website | Facebook | Twitter | LinkedIn | YouTube | PEC Energy News

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**From:** Eddie R. Church [mailto:erchurch@HNTB.com]
**Sent:** Monday, September 23, 2019 3:52 PM
**To:** Field, Dirk <dirk.field@peci.com>

**Cc:** 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; Hoy, Vance <Vance.Hoy@peci.com>; Burke, Whitney <Whitney.Burke@peci.com>; James Klotz <jklotz@HNTB.com>; Randy Ehresman <rehresman@HNTB.com>
**Subject:** 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

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Dirk,

I have been working with the County Auditor to help expedite PEC's reimbursement for the Bagdad Road project. The Supplemental and the explanation to the Commissioner will need some added language regarding reasons for the increased relocation costs. The actual costs ($143,066.52) were double the original Agreement estimate of $72,466.60. Could you please give some specific information, regarding the increased costs (i.e. more poles, increased material costs, etc.)?

**Thank you,**

**Eddie R. Church, PE**
**Project Manager**
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
Tel (512) 527-6723 Email erchurch@hntb.com

**HNTB CORPORATION**
101 E. Old Settlers Blvd., Ste. 100 | Round Rock, TX 78664 | hntb.com

**105 YEARS OF INFRASTRUCTURE SOLUTIONS**

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**HNTB Corporation**
Engineers Architects Planners

101 East Old Settlers Blvd. Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Wendy Coco
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626

# 10/8/2019 AGENDA ITEMS

Dear Ms. Coco,

The following item has been placed on the Court Agenda. Three (3) originals of the following are attached.

- Bagdad Road at CR 278 Supplemental Utility Agreement – PEC

Once approved by the Court, please have the Judge sign in the indicated areas. **The signed originals will need to be returned to HNTB for further processing.** Once signed, please place in HNTB's folder and we will arrange for pick-up.

Thank you.

Best regards,

Eddie Church

Eddie R. Church, P.E.
Project Manager

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 10/08/2019

1809-261 CR 110 Middle Change Order No. 1

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $66,291.83 for CR 110 Middle(James Construction), a Road Bond project in Commissioner Pct. 4.
Project: P261 Funding: Road Bond

**Background**

This Change Order revises items and quantities related to the traffic signals, adds items for temporary sediment control fencing (install and remove) and credits the contract for materials (6' x 4' box culvert) furnished by the County. The Type D signal poles replace the Type B signal poles originally called out in the plans. Additionally, street name signs will be added to the signals at Limmer Loop. Item 681-6001 Temporary Traffic Signals is added to the contract to compensate the Contractor to maintain the traffic signals during the construction of the project. This item was not originally included in the contract. This Change Order adds item 506-6038 Temporary Sediment Control Fence (Install) and Item 506-6039 Temporary Sediment Control (remove) to the contract to reduce erosion during construction.

---

**Fiscal Impact**

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

**Attachments**

1809-261 CR 110 Middle Change Order No 1

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 10:27 AM |
| Form Started By: Dawn Haggard | | Started On: 10/02/2019 11:49 AM |
| Final Approval Date: 10/03/2019 | | |

Received
SEP 30 2019
PSL
Received
OCT 01 2019
Received
SEP 27 2019
HNTB Corporation
Round Rock

# WILLIAMSON COUNTY, TEXAS

## CHANGE ORDER NUMBER: 1

| | |
|---|---|
| *Project:* | *1809-261* |
| *Roadway:* | *CR 110 Middle* |
| *CSJ Number:* | |

1. CONTRACTOR: **James Construction Group**
2. Change Order Work Limits: Sta. **207+34** to Sta. **323+50**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **1A, 3F** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

**1A: Design Error or Omission. Incorrect PS&E.** This Change Order revises items and quantities for the traffic signals. **3F: County Convenience. Additional work desired by the County.** This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

6. Work to be performed in accordance with Items: **see attached**
7. New or revised plan sheet(s) are attached and numbered: **5,14,132,137,137B-C,137E,137G,145,148A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

*The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.*

THE CONTRACTOR Date 9/24/19

By: [signature]

Typed/Printed Name: Rick Lewis

Typed/Printed Title: Division Mgr

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$66,291.83**

**RECOMMENDED FOR EXECUTION:**

[signature] PE 9/30/19
Project Manager Date

N/A
Design Engineer Date

[signature] 9/30/2019
Program Manager Date

City of Austin Program Manager Date

**Design Engineer's Seal:**

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** ***1*** ***Project #*** ***1809-261***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
| | **Costs for additional work tracked by force account.** | | | | |
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** | **QUANTITY** | **ITEM COST** | **QUANTITY** | **QUANTITY** | **ITEM COST** | **OVERRUN/ UNDERRUN** |
| 416-6032 | DRILL SHAFT (TRF SIG POLE)(36") | LF | $308.83 | 66.00 | $20,382.78 | 26.00 | 92.00 | $28,412.36 | $8,029.58 |
| 462-6011 | CONC BOX CULV (6' X 4') | LF | $344.50 | 182.00 | $62,699.00 | (182.00) | 0.00 | $0.00 | ($62,699.00) |
| 462-WC01 | CONC BOX CULV (6' X 4')(LESS CREDIT FOR MATERIAL FURNISHED BY COUNTY) | LF | $207.31 | 0.00 | $0.00 | 182.00 | 182.00 | $37,730.42 | $37,730.42 |
| 506-6038 | TEMP SEDMT CONT FENCE (INSTALL) | LF | $3.10 | 0.00 | $0.00 | 15,000.00 | 15,000.00 | $46,500.00 | $46,500.00 |
| 506-6039 | TEMP SEDMT CONT FENCE (REMOVE) | LF | $0.49 | 0.00 | $0.00 | 15,000.00 | 15,000.00 | $7,350.00 | $7,350.00 |
| 681-6001 | TEMPORARY TRAFFIC SIGNALS | EA | $5,088.54 | 0.00 | $0.00 | 1.00 | 1.00 | $5,088.54 | $5,088.54 |
| 686-6002 | INS TRF SIG PL AM (S) ILSN ARM (9') | EA | $1,651.35 | 1.00 | $1,651.35 | 1.00 | 2.00 | $3,302.70 | $1,651.35 |
| 686-6007 | INS TRF SIG PL AM (S)STR)TY B) | EA | $4,590.91 | 4.00 | $18,363.64 | (4.00) | 0.00 | $0.00 | ($18,363.64) |
| 686-6008 | INS TRF SIG PL AM (S)STR(TY B)LUM | EA | $6,738.39 | 1.00 | $6,738.39 | (1.00) | 0.00 | $0.00 | ($6,738.39) |
| 686-6020 | INS TRF SIG PL AM (S)STR(TY D)LUM | EA | $7,484.00 | 0.00 | $0.00 | 6.00 | 6.00 | $44,904.00 | $44,904.00 |
| 6090-6002 | ILSN (LED)(8D) | EA | $2,838.97 | 1.00 | $2,838.97 | 1.00 | 2.00 | $5,677.94 | $2,838.97 |
| | | | | | | | | | |
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| **TOTALS** | | | | | $112,674.13 | | | $178,965.96 | $66,291.83 |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**CR 110 Middle**
**Williamson County Project No. 1809-261**

**Change Order No. 1**

**Reason for Change**

This Change Order revises items and quantities related to the traffic signals, adds items for temporary sediment control fencing (install and remove) and credits the contract for materials (6' x 4' box culvert) furnished by the County.

Type D signal poles replaces the Type B signal poles originally called out in the plans. The Type B poles are not sufficient for the length of the mast arm. The Type D poles require deeper drill shaft foundations, adding quantity to the drill shafts. Additionally, street name signs will be added to the signals at Limmer Loop.

Item 681-6001 Temporary Traffic Signals is added to the contract to compensate the Contractor to maintain the traffic signals during the construction of the project. This Item was not originally included in the contract.

The bid tab did not include a pay item for the installation and removal of temporary sediment control fence (silt fence). These items were added to reduce erosion during construction. This Change Order adds Item 506-6038 Temporary Sediment Control Fence (Install) and Item 506-6039 Temporary Sediment Control Fence (Remove) to the contract.

The County furnished 165.5 feet of 6' x 4' Box Culvert precast materials for the project. The precast materials were called out to be installed on the previous CR 110 South contract, but due to right of way acquisition issues the culvert could not be installed. The County retained possession of the box culverts, from the previous contract. The bid price submitted by the Contractor included the full cost for furnishing and installing the box culvert. Since the County furnished the materials, a credit is due the County. This Change Order documents the credit to the County for the materials furnished.

Following is a summary of the new items required for this change order.

| ITEM | DESCRIPTION | QTY | UNIT |
|---|---|---|---|
| 462-WC01 | CONC BOX CULV (6' X 4') (LESS CREDIT FOR MATERIAL FURNISHED BY COUNTY) | 182.00 | LF |

| | | | |
|---|---|---|---|
| 506-6038 | TEMPORARY SEDIMENT CONTROL FENCE (INSTALL) | 15000.00 | LF |
| 506-6039 | TEMPORARY SEDIMENT CONTROL FENCE (REMOVE) | 15000.00 | LF |
| 681-6001 | TEMPORARY TRAFFIC SIGNALS | 1.00 | EACH |
| 686-6020 | INS TRF SIG PL AM (S)STR(TY D)LUM | 6.00 | EACH |

This Change Order results in a net increase of $66,291.83 to the Contract amount, for an adjusted Contract total of $8,977,154.56. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $66,291.83 has been added to the Contract, resulting in a .74% net increase in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

## Dawn Haggard

**From:** Clayton Weber
**Sent:** Thursday, June 06, 2019 4:47 PM
**To:** Amber Basonic
**Cc:** James Klotz; 62811_1809-261_CR110Middle; David Thomas; Eddie R. Church
**Subject:** RE: CR 110 Middle BC invoice

We are in agreement with the proposal to add a deductive line for the material credit to the County for the 165.5 LF at $150.87. We will probably add two lines as you describe.

**Clayton K. Weber**
Construction Manager
**Tel** (512) 539-9342 **Email** cweber@hntb.com

---

**From:** Amber Basonic <ABasonic@prim.com>
**Sent:** Thursday, June 6, 2019 9:30 AM
**To:** Clayton Weber <cweber@HNTB.com>
**Cc:** James Klotz <jklotz@HNTB.com>; 62811_1809-261_CR110Middle <34275_RB_CR110?Middle_KHA?@HNTB.com>; David Thomas <dathomas@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>
**Subject:** RE: CR 110 Middle BC invoice

Clayton,

As only 165.5 LF of the Chasco boxes were available for use, and our contract quantity is 182 LF, please confirm my understanding of your proposition, below.

Original Contract:

| ITEM | QTY | UP | TOTAL |
|---|---|---|---|
| 6x4 RCB | 182 LF | 344.50 | $62,699 |

Mat'l Credit to County:

| ITEM | QTY | UP | TOTAL | |
|---|---|---|---|---|
| 6x4 RCB | 165.5 LF | (150.87) | ($24,968.99) | *This would be the net savings to the County. |

Revised Contract (CO Item)

| ITEM | QTY | UP | TOTAL |
|---|---|---|---|
| 6x4 RCB | 182 LF | 207.31 | $37,730.01 |

This change can be reflected as a new deductive line for a material credit to the County of ($24,968.99), or as two lines, one reducing the existing bid item to 0 LF and the second, a new item with the revised UP of $207.31.

If my understanding as described above is correct, JCG is agreeable to the change proposed. JCG is not agreeable to reducing the unit price for all 182 LF by $150.87/LF. Please advise.

Thank you,

Amber Basonic
James Construction Group
C: (254) 718-8755
www.prim.com

*"No business objective is so important that it will be pursued at the sacrifice of safety."*

---

**From:** Clayton Weber [mailto:cweber@HNTB.com]
**Sent:** Wednesday, June 05, 2019 4:50 PM
**To:** Amber Basonic <ABasonic@prim.com>
**Cc:** James Klotz <jklotz@HNTB.com>; 62811_1809-261_CR110Middle <34275_RB_CR110?Middle_KHA?@HNTB.com>; David Thomas <dathomas@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>
**Subject:** CR 110 Middle BC invoice

EXTERNAL EMAIL

Chasco's cost for the 6 x 4 box culvert sections is $150.87. We can accept this deduction to JCG bid price if this is acceptable.

**Clayton K. Weber**
Construction Manager
**Tel** (512-744-9082 **Cell** (512) 539-9342 **Email** cweber@hntb.com
**HNTB CORPORATION**
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

**100+ YEARS OF INFRASTRUCTURE SOLUTIONS**

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Note!: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

5880 West Highway 190
Belton, Texas 76513
Job Phone: (254) 939-8610
Job Fax: (254) 939-8611

Primoris Services Corporation
James Construction Group

6/11/2019

JCG Letter# 10743-03

Eddie Church, P.E.
HNTB CORPORATION
101 E Old Settlers Blvd Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
RE: Change Order Pricing/Req for Change Order(Signal Items)

Dear Mr. Church:

James Construction Group respectfully submits the following new item change order pricing for consideration:

| CO ITEM | BID ITEM | DESCRIPTION | QTY CHANGE | UM | UP | TOTAL |
|---|---|---|---|---|---|---|
| 4 | 0686 6020 | INS TRF SIG PL AM (S)STR(TY D)LUM | 6.00 | EA | 7,484.00 | 44,904.00 |
| 5 | 0681 6001 | TEMPORARY TRAFFIC SIGNAL | 1.00 | EA | 5,088.54 | 5,088.54 |

When compared to the March 2019 Statewide average low bid prices (item not listed in Austin District's current average low bid data), James Construction Group's price for Item 0686 6020 INS TRF SIG PL AM (S)STR(TY D)LUM is 25% higher than the average low bid and item 0681 6001 TEMPORARY TRAFFIC SIGNAL is 88% below the statewide average low bid. The higher than average unit price for the TY D STRAIN poles is a result of lower quantities than those used to calculate the average low bid. The lower than average unit price for the TEMPORARY SIGNAL at University is because no materials are anticipated to be used. This price is for the scope described in the contract documents including moving the signal heads for the three movements of traffic during construction of the University Blvd culvert crossing, maintenance and 24-Hour On-Call support during the course of construction.

When combined with the other signal item changes generated by responses to RFIs 10743-01 (Foundation Depths), 10743-02 (Add Pole C1 to Quantity), 10743-03 (Bid Item Omission (Temp Signal)), 10743-11 (ILSN at Limmer Loop Facing South), and 10743-12 (ILSN Arm Standard & Clamp Type), the proposed change order should reflect the below:

| CO ITEM | BID ITEM | DESCRIPTION | QTY CHANGE | UM | UP | TOTAL |
|---|---|---|---|---|---|---|
| 1 | 0416 6032 | DRILL SHAFT (TRF SIG POLE)(36") | 26.00 | LF | 308.83 | 8,029.58 |
| 2 | 0686 6007 | INS TRF SIG PL AM (S)STR(TY B) | (4.00) | EA | 4,590.91 | (18,363.64) |
| 3 | 0686 6008 | INS TRF SIG PL AM (S)STR(TY B)LUM | (1.00) | EA | 6,738.39 | (6,738.39) |
| 4 | 0686 6020 | INS TRF SIG PL AM (S)STR(TY D)LUM | 6.00 | EA | 7,484.00 | 44,904.00 |
| 5 | 0681 6001 | TEMPORARY TRAFFIC SIGNAL | 1.00 | EA | 5,088.54 | 5,088.54 |
| 6 | 0686 6002 | INS TRF SIG PL AM (S) ILSN ARM (9') | 1.00 | EA | 1,651.35 | 1,651.35 |
| 7 | 6090 6002 | ILSN (LED)(8D) | 1.00 | EA | 2,838.97 | 2,838.97 |
| | | | | | | $37,410.41 |

Please also let this change order acknowledge added Sheet 148A and revised Sheets 5, 132 (previously only redlined), 137, (previously only redlined), 137B, 137C, 137E, 137G and 145.

Respectfully yours,
James Construction Group

Amber Basonic
Project Manager

5880 W HWY 190
BELTON, TEXAS 76513
Job Phone: (254) 939-8610
Job Fax: (254) 939-8611

Primoris Services Corporation
James Construction Group

5/02/2019

JCG Letter# 10743-01

Eddie Church, P.E.
HNTB CORPORATION
101 E Old Settlers Blvd Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
RE: Change Order Pricing – Add Temporary Sediment Control Fence Items

Dear Mr. Church:

James Construction Group respectfully submits the following change order item pricing for consideration:

| BID ITEM | ITEM DESCRIPTION | QUANTITY | UM | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 506 6038 | TEMP SEDMT CONT FENCE (INSTALL) | 15,000 | LF | $3.10 | $46,500.00 |
| 506 6039 | TEMP SEDMT CONT FENCE (REMOVE) | 15,000 | LF | $.49 | $7,350.00 |

As described in RFI 10743-14 Erosion Control - Add TSCF, temporary sediment control fence was omitted from the contract quantities, but is called out in the project Storm Water Pollution Prevention Plan.

When compared to the March 2019 average low bid prices for TxDOT's Austin District, James Construction Group's price for Item 506 6038 TEMP SEDMT CONT FENCE (INSTALL) is 15% higher than the average low bid and Item 506 6039 TEMP SEDMT CONT FENCE (REMOVE) is 14% higher than the average low bid. The higher unit prices are a result of lower quantities than those used to calculate the average low bid prices.

Respectfully yours,
James Construction Group

Amber Basonic
Project Manager

CC: Project files

FILENAME: G:\068501503*CR 110\Design\CR110summ02.dgn
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## SIGNING AND PAVEMENT MARKINGS SUMMARY

| SPEC ITEM # | 0644 6002 | 0644 6060 | 0644 6061 | 0644 6068 | 0644 6071 | 0644 6076 | 0658 6008 | 0658 6046 | 0666 6036 | 0666 6048 | 0666 6054 | 0666 6078 | 0666 6147 | 0666 6303 | 0666 6312 | 0666 6315 | 0672 6007 | 0672 6009 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM DESCRIPTION | IN SM RD SN SUP&AM TY10BWG(1) SA(P-BM) | IN SM RD SN SUP&AM TYTWT(1) WS(P) | IN SM RD SN SUP&AM TYTWT(1) WS(T) | RELOCATE SM RD SN SUP&AM TY 10BWG | RELOCATE SM RD SN SUP&AM TY TWT | REMOVE SM RD SN SUP&AM | INSTL DEL ASSM (D-SW)SZ1 (FLX)(GF2)(BI) | INSTL OM ASSM (OM-2X)(WC) GND | REFL PAV MRK TY I (W) 8" (SLD) (100MIL) | REFL PAV MRK TY I (W) 24" (SLD) (100MIL) | REFL PAV MRK TY I (W) (ARROW) (100MIL) | REFL PAV MRK TY I (W) (WORD) (100MIL) | REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) | RE PM W/RET REQ TY 1(W)4" (SLD)(100MIL) | RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL) | RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL) | REFL PAV MRKR TY I-C | REFL PAV MRKR TY II-A-A |
| UNITS | EA | EA | EA | EA | EA | EA | EA | EA | LF | LF | EA | EA | LF | LF | LF | LF | EA | EA |
| SIGNING AND PAVEMENT MARKINGS | | | | | | | | | | | | | | | | | | |
| SHEET 1 OF 5 | 0 | 5 | 0 | 0 | 1 | 1 | 0 | 4 | 284 | 0 | 1 | 1 | 0 | 3572 | 1050 | 4937 | 15 | 165 |
| SHEET 2 OF 5 | 1 | 5 | 2 | 1 | 0 | 4 | 12 | 15 | 0 | 15 | 0 | 0 | 0 | 2319 | 1160 | 4638 | 0 | 116 |
| SHEET 3 OF 5 | 1 | 5 | 0 | 0 | 0 | 0 | 3 | 5 | 0 | 40 | 0 | 0 | 0 | 2397 | 1200 | 4811 | 0 | 120 |
| SHEET 4 OF 5 | 0 | 2 | 3 | 4 | 0 | 11 | 3 | 8 | 1518 | 104 | 8 | 8 | 0 | 5387 | 680 | 6544 | 80 | 187 |
| SHEET 5 OF 5 | 3 | 13 | 1 | 0 | 0 | 2 | 0 | 4 | 1337 | 298 | 0 | 0 | 90 | 2892 | 460 | 4994 | 0 | 117 |
| SHEET 6 OF 6 | 0 | 4 | 2 | 1 | 0 | 3 | 8 | 2 | 1540 | 75 | 6 | 6 | 0 | 4300 | 0 | 5710 | 80 | 280 |
| TOTAL | 5 | 34 | 8 | 6 | 1 | 21 | 26 | 38 | 4679 | 532 | 15 | 15 | 90 | 20867 | 4550 | 31634 | 175 | 985 |

## SIGNAL SUMMARY

| SPEC ITEM # | 0416 6032 | 0618 6046 | 0618 6053 | 0620 6007 | 0620 6008 | 0620 6009 | 0620 6010 | 0624 6010 | 0625 6003 | 0628 6213 | 0636 6001 | 0680 6002 | 0680 6004 | 0682 6001 | 0682 6002 | 0682 6003 | 0682 6004 | 0682 6005 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM DESCRIPTION | DRILL SHAFT (TRF SIG POLE (36 IN) | CONDT (PVC) (SCH 80) (2") | CONDT (PVC) (SCH 80) (3") | ELEC CONDR (NO. 8) BARE | ELEC CONDR (NO. 8) INSULATED | ELEC CONDR (NO. 6) BARE | ELEC CONDR (NO. 6) INSULATED | GROUND BOX TY D (162922) W/APRON | ZINC-COAT STL WIRE STRAND (3/8") | ELC SRV TY D 120/240 100(NS)AL (E)PS(U) | ALUMINUM SIGNS (TY A) | INSTALL HWY TRF SIG (ISOLATED) | REMOVING TRAF SIGNALS | VEH SIG SEC (12") LED (GRN) | VEH SIG SEC (12") LED (GRN ARW) | VEH SIG SEC (12") LED (YEL) | VEH SIG SEC (12") LED (YEL ARW) | VEH SIG SEC (12") LED (RED) |
| UNITS | LF | LF | LF | LF | LF | LF | LF | EA | LF | EA | SF | EA | EA | EA | EA | EA | EA | EA |
| CR110/UNIVERSITY | 31 | 30 | 15 | 125 | 1390 | | | | 760 | | 26 | 1 | 1 | 8 | 6 | 8 | 6 | 8 |
| CR110/LIMMER LOOP | 61 | 245 | 45 | 160 | 1900 | 130 | 816 | 1 | 1024 | 1 | | 1 | | 8 | 5 | 8 | 9 | 8 |
| TOTAL | 92 | 275 | 60 | 285 | 3290 | 130 | 816 | 1 | 1784 | 1 | 26 | 2 | 1 | 16 | 11 | 16 | 15 | 16 |

△1

* FOR CONTRACTORS INFORMATION ONLY
SUBSIDIARY TO ITEM 680

## SIGNAL SUMMARY CONT.

| SPEC ITEM # | 0682 6006 | 0682 6023 | 0682 6024 | 0682 6025 | 0684 6008 | 0684 6031 | 0684 6033 | 0684 6049 | 0686 6001 | 0686 6002 | 0686 6007 | 0686 6008 | 0686 6020 | 6002 6001 | 6002 6002 | 6002 6003 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM DESCRIPTION | VEH SIG SEC (12") LED (RED ARW) | BACK PLATE (12") (3 SEC) | BACK PLATE (12") (4 SEC) | BACK PLATE (12") (5 SEC) | TRF SIG CBL (TY A) (12 AWG) (3 CONDR) | TRF SIG CBL (TY A) (14 AWG) (5 CONDR) | TRF SIG CBL (TY A) (14 AWG) (7 CONDR) | TRF SIG CBL (TY A) (16 AWG) (3 CONDR) | INS TRF SIG PL AM (S)ILSN ARM(7') | INS TRF SIG PL AM (S)ILSN ARM(9' | INS TRF SIG PL AM (S)STR(TY B) | INS TRF SIG PL AM (S)STR(TY B)LUM | INS TRF SIG PL AM (S) STR(TY D)LUM | VIVDS PROCESSOR SYSTEM | VIVDS CAMERA ASSEMBLY | VIVDS SET-UP SYSTEM |
| UNITS | EA | EA | EA | EA | LF | LF | LF | LF | EA | EA | EA | EA | EA | EA | EA | EA |
| CR110/UNIVERSITY | 4 | 10 | 2 | | 685 | 720 | 1005 | | | | | 0 | 2 | | | 1 |
| CR110/LIMMER LOOP | | 7 | 4 | 1 | 930 | 1062 | 1039 | 1392 | 2 | 2 | 0 | | 4 | 1 | 4 | 1 |
| TOTAL | 4 | 17 | 6 | 1 | 1615 | 1782 | 2044 | 1392 | 2 | 2 | 0 | 0 | 6 | 1 | 4 | 2 |

△2

△1 ADJUSTED SIGNAL FOUNDATION QTY
△2 ADDITIONAL ILSN

## SIGNAL SUMMARY CONT.

| SPEC ITEM # | 6002 6004 | 6002 6005 | 6057 6001 | 6089 6001 | 6090 6001 | 6090 6002 | CORR 001 | CORR 002 | CORR 003 | CORR 004 | CORR 005 | CORR 006 | CORR 007 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM DESCRIPTION | VIVDS CENTRAL CONTROL | VIVDS COMMUNICATION CABLE (COAXIAL) | RADAR ADVANCED DETECTION DEVICE | ETHERNET CABLE AND CONNECTORS | ILSN (LED) (6D) | ILSN (LED) (8D) | BATTERY BACK-UP SYSTEM | HARDENED ETHERNET SWITCH | 5.8 GHz WIRELESS ETHERNET RADIO | OPTICOM DETECTOR GTT MODEL 722 | OPTICOM PHASE SELECTOR GTT MODEL 764 | OPTICOM CARD RACK GTT MODEL 760 | OPTICOM CABLE GTT MODEL 138 |
| UNITS | EA | LF | EA | LF | EA | EA | EA | EA | EA | EA | EA | EA | LF |
| CR110/UNIVERSITY | | 930 | 2 | | | | | | | | | | 335 |
| CR110/LIMMER LOOP | 1 | 1392 | 2 | 60 | 2 | 2 | 1 | 1 | 1 | 2 | 1 | 1 | 455 |
| TOTAL | 1 | 2322 | 4 | 60 | 2 | 2 | 1 | 1 | 1 | 2 | 1 | 1 | 790 |

△2

Kimley»Horn F-928
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CR 110 (MIDDLE SECTION)

*QUANTITY SUMMARIES*

SHEET 2 OF 3

| DES: ASH | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: TAN | | 5 |

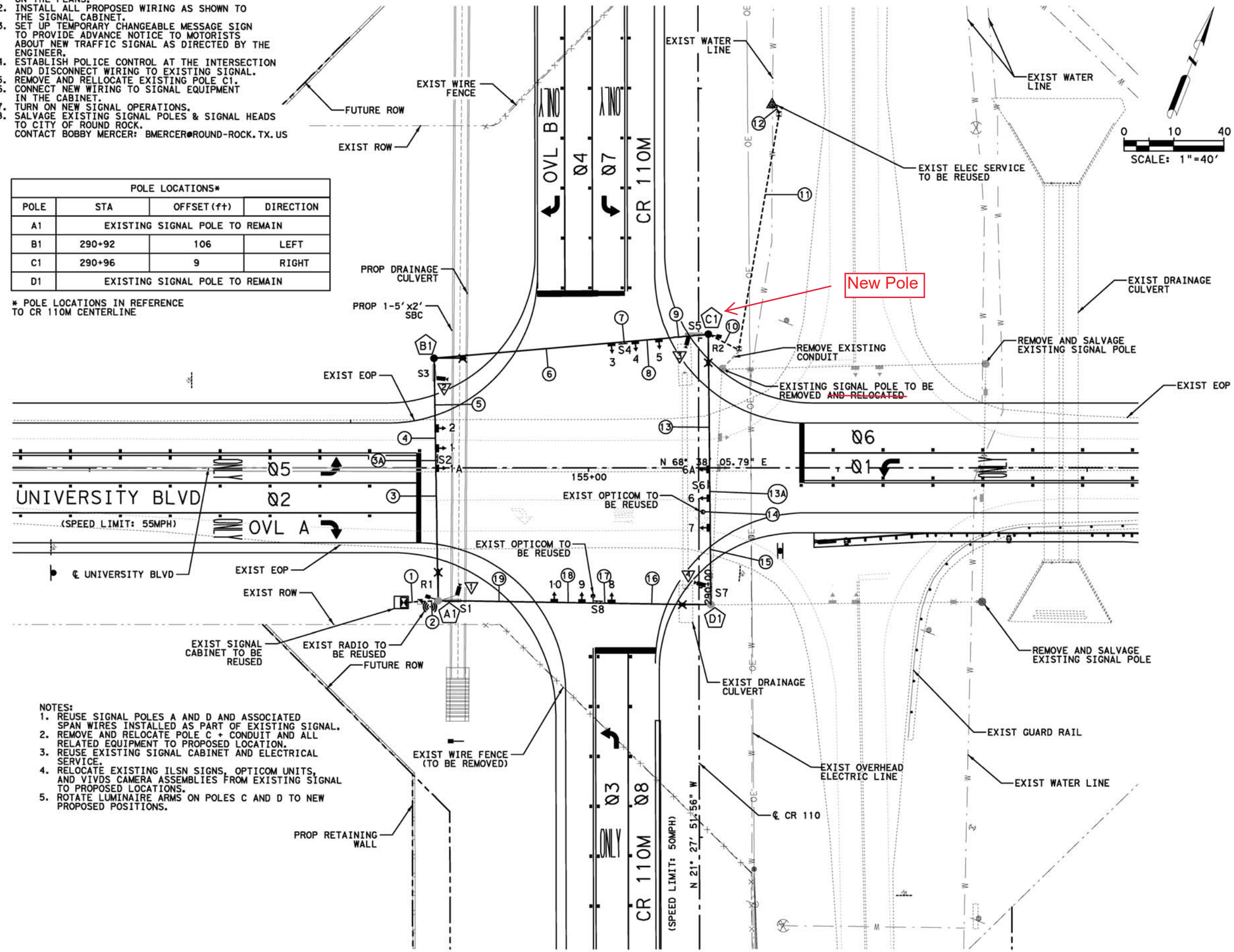
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## SEQUENCE OF CONSTRUCTION

1. INSTALL TRAFFIC SIGNAL EQUIPMENT AS SHOWN ON THE PLANS.
2. INSTALL ALL PROPOSED WIRING AS SHOWN TO THE SIGNAL CABINET.
3. SET UP TEMPORARY CHANGEABLE MESSAGE SIGN TO PROVIDE ADVANCE NOTICE TO MOTORISTS ABOUT NEW TRAFFIC SIGNAL AS DIRECTED BY THE ENGINEER.
4. ESTABLISH POLICE CONTROL AT THE INTERSECTION AND DISCONNECT WIRING TO EXISTING SIGNAL.
5. REMOVE AND RELLOCATE EXISTING POLE C1.
6. CONNECT NEW WIRING TO SIGNAL EQUIPMENT IN THE CABINET.
7. TURN ON NEW SIGNAL OPERATIONS.
8. SALVAGE EXISTING SIGNAL POLES & SIGNAL HEADS TO CITY OF ROUND ROCK.
CONTACT BOBBY MERCER: BMERCER@ROUND-ROCK.TX.US

| POLE LOCATIONS* | | | |
|---|---|---|---|
| POLE | STA | OFFSET (ft) | DIRECTION |
| A1 | EXISTING SIGNAL POLE TO REMAIN | | |
| B1 | 290+92 | 106 | LEFT |
| C1 | 290+96 | 9 | RIGHT |
| D1 | EXISTING SIGNAL POLE TO REMAIN | | |

* POLE LOCATIONS IN REFERENCE TO CR 110M CENTERLINE




NOTES:
1. REUSE SIGNAL POLES A AND D AND ASSOCIATED SPAN WIRES INSTALLED AS PART OF EXISTING SIGNAL.
2. REMOVE AND RELOCATE POLE C + CONDUIT AND ALL RELATED EQUIPMENT TO PROPOSED LOCATION.
3. REUSE EXISTING SIGNAL CABINET AND ELECTRICAL SERVICE.
4. RELOCATE EXISTING ILSN SIGNS, OPTICOM UNITS, AND VIVDS CAMERA ASSEMBLIES FROM EXISTING SIGNAL TO PROPOSED LOCATIONS.
5. ROTATE LUMINAIRE ARMS ON POLES C AND D TO NEW PROPOSED POSITIONS.

## LEGEND

- STRAIN POLE
- EXIST SIGNAL POLE
- SIGNAL HEAD & LABEL
- EXIST VIVDS CAMERA
- EXIST ELECTRICAL SERVICE
- EXIST SIGNAL CABINET
- EXIST TYPE A GROUND BOX
- EXIST TYPE D GROUND BOX
- EXIST ILSN SIGN
- EXIST RADIO
- EXIST CONDUIT-TRENCHED
- SIGNAL POLE LABEL
- VIVDS LABEL
- CONDUIT LABEL
- LUMINAIRE
- OPTICOM
- PROP SIGN
- EXIST GAS LINE
- EXIST OVERHEAD ELECTRIC
- EXIST STORM SEWER
- EXIST WATER LINE
- EXIST WASTE WATER LINE
- FIRE HYDRANT
- VALVE
- RIGHT OF WAY
- FENCE LINE
- EXISTING SIGN
- RADAR DETECTOR

STATE OF TEXAS
SANTIAGO A. ARAGUE ROJAS
125247
LICENSED PROFESSIONAL ENGINEER

10/29/2018

Kimley»Horn F-928

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# CR 110M AND UNIVERSITY BLVD TRAFFIC SIGNAL

## *PROPOSED SIGNAL LAYOUT*

| DES: BTS | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: SAA | | 132 |

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| ESTIMATED QUANTITIES | | | | |
|---|---|---|---|---|
| ITEM | CODE | DESCRIPTION | UNIT | QUANTITY |
| 0416 | 6032 | DRILL SHAFT (TRF SIG POLE) (36 IN) | LF | 31 |
| 0618 | 6046 | CONDT (PVC) (SCH 80) (2") | LF | 30 |
| 0618 | 6053 | CONDT (PVC) (SCH 80) (3") | LF | 15 |
| 0620 | 6007 | ELEC CONDR (NO.8) BARE | LF | 125 |
| 0620 | 6008 | ELEC CONDR (NO.8) INSULATED | LF | 1,390 |
| 0625 | 6003 | ZINC-COAT STL WIRE STRAND (3/8") | LF | 760 |
| 0636 | 6001 | ALUMINUM SIGNS (TY A)+ | SF | 26 + |
| 0680 | 6002 | INSTALL HWY TRF SIG (ISOLATED) | EA | 1 |
| 0680 | 6004 | REMOVING TRAFFIC SIGNALS | EA | 1 |
| 0682 | 6001 | VEH SIG SEC (12")LED(GRN) | EA | 8 |
| 0682 | 6002 | VEH SIG SEC (12")LED(GRN ARW) | EA | 6 |
| 0682 | 6003 | VEH SIG SEC (12")LED(YEL) | EA | 8 |
| 0682 | 6004 | VEH SIG SEC (12")LED(YEL ARW) | EA | 6 |
| 0682 | 6005 | VEH SIG SEC (12")LED(RED) | EA | 8 |
| 0682 | 6006 | VEH SIG SEC (12")LED(RED ARW) | EA | 4 |
| 0682 | 6023 | BACK PLATE (12")(3 SEC) | EA | 10 |
| 0682 | 6024 | BACK PLATE (12")(4 SEC) | EA | 2 |
| 0684 | 6008 | TRF SIG CBL (TY A)(12 AWG)(3 CONDR) | LF | 685 |
| 0684 | 6031 | TRF SIG CBL (TY A)(14 AWG)(5 CONDR) | LF | 720 |
| 0684 | 6033 | TRF SIG CBL (TY A)(14 AWG)(7 CONDR) | LF | 1,005 |
| 0686 | 6020 | INS TRF SIG PL AM (S)STR(TY D)LUM | EA | ~~1~~ |
| 0686 | 6283 | RELOC TRF SG PL AM (S) (STRAIN POLE) | EA | 1 |
| 6002 | 6003 | VIVDS SET-UP SYSTEM | EA | 1 |
| 6002 | 6005 | VIVDS COMMUNICATION CABLE (COAXIAL) | LF | 930 |
| 6057 | 6001 | RADAR ADVANCED DETECTION DEVICE | EA | 2 |
| CORR | 007 | OPTICOM CABLE - GTT MODEL 138 | LF | 335 |

2

+ SUBSIDIARY TO ITEM 680

NOTE:
1. RELOCATION OF EXISTING VIVDS CAMERAS, OPTICOM UNITS, ILSN SIGNS, & SIGNAL POLE SHALL BE SUBSIDIARY TO ITEM 680-6004.

1 ADJUSTED SIGNAL FOUNDATION QTY

04/12/2019

Kimley»Horn

F-928

WILLIAMSON COUNTY © 2018 WILLIAMSON COUNTY

CR 110M AND UNIVERSITY BLVD
TRAFFIC SIGNAL

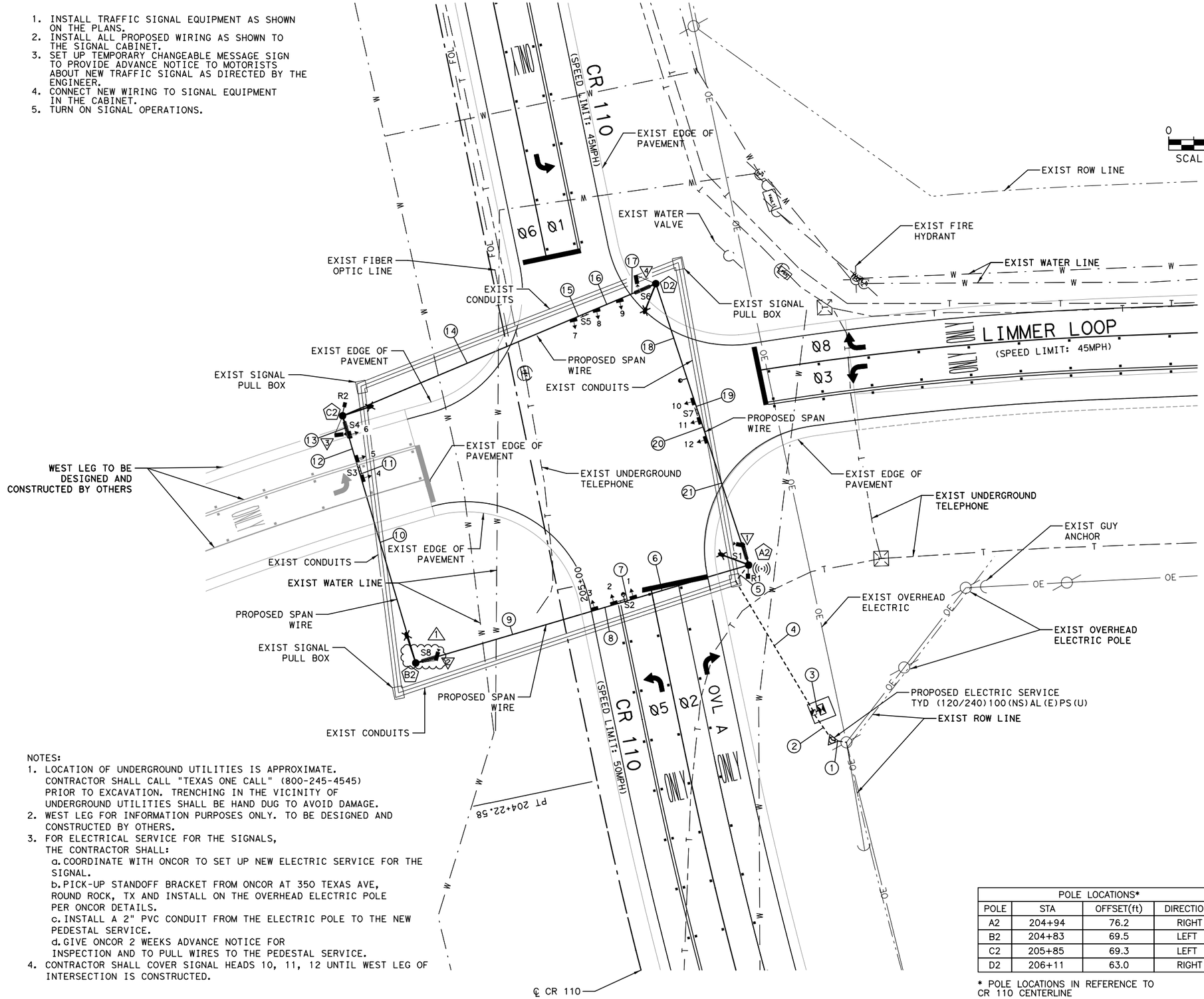
*ITEM SUMMARY*

| DES: BTS | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: SAA | | 137 |

FILENAME: G:\068501503*CR 110\Design\CR110LLsig102.dgn
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SEQUENCE OF CONSTRUCTION

1. INSTALL TRAFFIC SIGNAL EQUIPMENT AS SHOWN ON THE PLANS.
2. INSTALL ALL PROPOSED WIRING AS SHOWN TO THE SIGNAL CABINET.
3. SET UP TEMPORARY CHANGEABLE MESSAGE SIGN TO PROVIDE ADVANCE NOTICE TO MOTORISTS ABOUT NEW TRAFFIC SIGNAL AS DIRECTED BY THE ENGINEER.
4. CONNECT NEW WIRING TO SIGNAL EQUIPMENT IN THE CABINET.
5. TURN ON SIGNAL OPERATIONS.




0 20 40
SCALE: 1"=40'

LEGEND

- SIGNAL POLE
- SIGNAL HEAD & LABEL
- VIVDS CAMERA
- ELECTRICAL SERVICE
- SIGNAL CABINET
- TYPE D GROUND BOX
- ILSN SIGN
- RADIO
- CONDUIT-TRENCHED
- SIGNAL POLE LABEL
- VIVDS LABEL
- RADAR DETECTOR
- CONDUIT LABEL
- LUMINAIRE
- OPTICOM
- SIGN
- G — EXIST GAS LINE
- OE — EXIST OVERHEAD ELECTRIC
- SS — EXIST STORM SEWER
- W — EXIST WATER LINE
- WW — EXIST WASTE WATER LINE
- FIRE HYDRANT
- VALVE
- RIGHT OF WAY
- FENCE LINE
- EXISTING SIGN
- EXIST SIGNAL GROUND BOX
- EXIST CONDUITS
- EXIST OVERHEAD ELECTRIC POLE

NOTES:
1. LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE. CONTRACTOR SHALL CALL "TEXAS ONE CALL" (800-245-4545) PRIOR TO EXCAVATION. TRENCHING IN THE VICINITY OF UNDERGROUND UTILITIES SHALL BE HAND DUG TO AVOID DAMAGE.
2. WEST LEG FOR INFORMATION PURPOSES ONLY. TO BE DESIGNED AND CONSTRUCTED BY OTHERS.
3. FOR ELECTRICAL SERVICE FOR THE SIGNALS, THE CONTRACTOR SHALL:
   a. COORDINATE WITH ONCOR TO SET UP NEW ELECTRIC SERVICE FOR THE SIGNAL.
   b. PICK-UP STANDOFF BRACKET FROM ONCOR AT 350 TEXAS AVE, ROUND ROCK, TX AND INSTALL ON THE OVERHEAD ELECTRIC POLE PER ONCOR DETAILS.
   c. INSTALL A 2" PVC CONDUIT FROM THE ELECTRIC POLE TO THE NEW PEDESTAL SERVICE.
   d. GIVE ONCOR 2 WEEKS ADVANCE NOTICE FOR INSPECTION AND TO PULL WIRES TO THE PEDESTAL SERVICE.
4. CONTRACTOR SHALL COVER SIGNAL HEADS 10, 11, 12 UNTIL WEST LEG OF INTERSECTION IS CONSTRUCTED.

| POLE LOCATIONS* | | | |
|---|---|---|---|
| POLE | STA | OFFSET(ft) | DIRECTION |
| A2 | 204+94 | 76.2 | RIGHT |
| B2 | 204+83 | 69.5 | LEFT |
| C2 | 205+85 | 69.3 | LEFT |
| D2 | 206+11 | 63.0 | RIGHT |

* POLE LOCATIONS IN REFERENCE TO CR 110 CENTERLINE

1 ADDITIONAL ILSN

STATE OF TEXAS
SANTIAGO A. ARAQUE ROJAS
125247
LICENSED PROFESSIONAL ENGINEER

05/08/2019

Kimley»Horn F-928

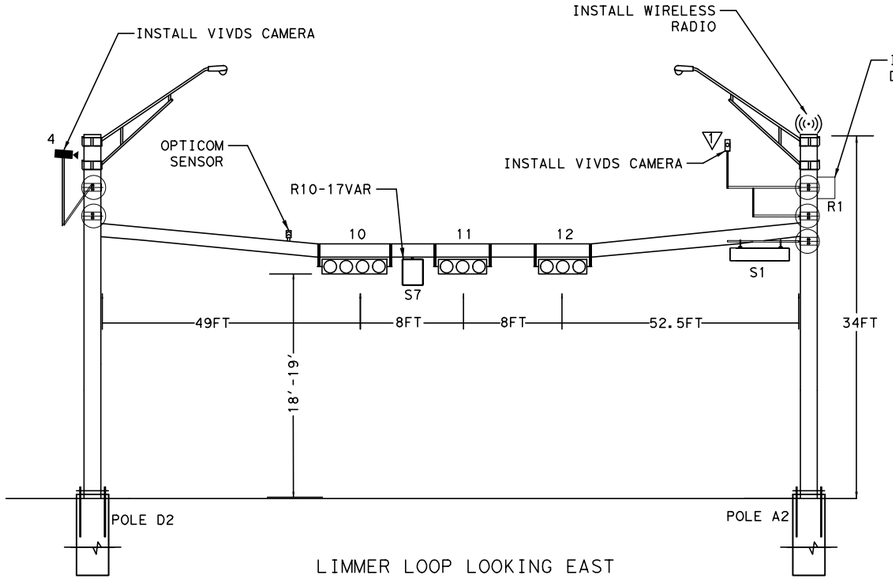
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# CR 110M AND LIMMER LOOP TRAFFIC SIGNAL

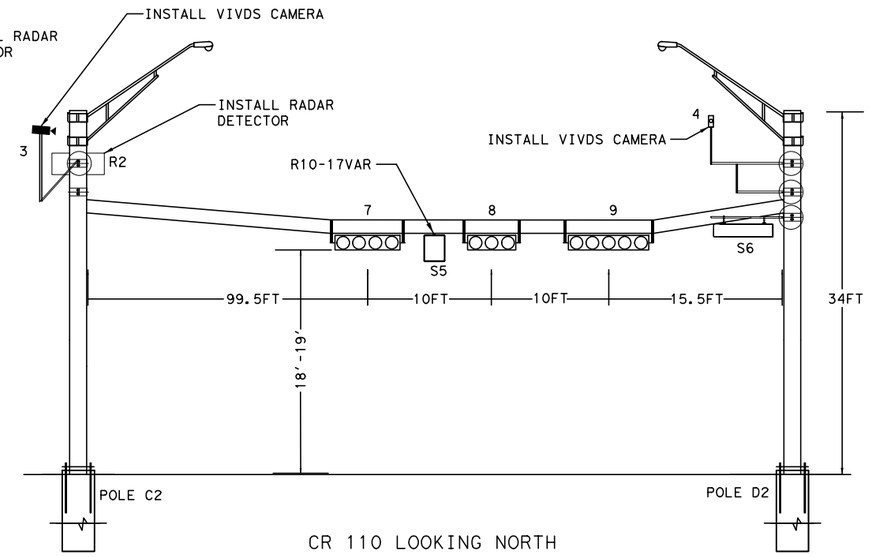
## PROPOSED SIGNAL LAYOUT

SCALE: 1" = 40'

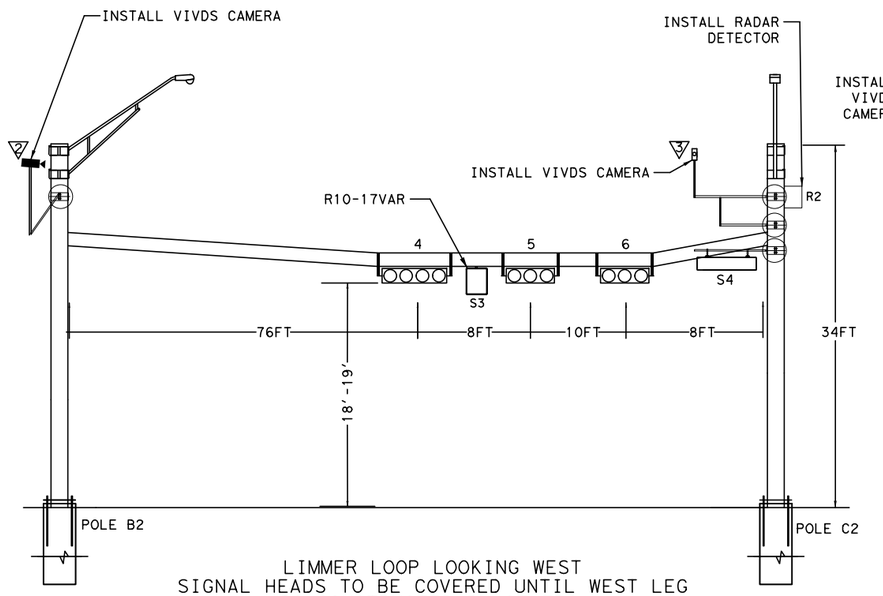
| DES: BTS | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: SAA | | 137B |



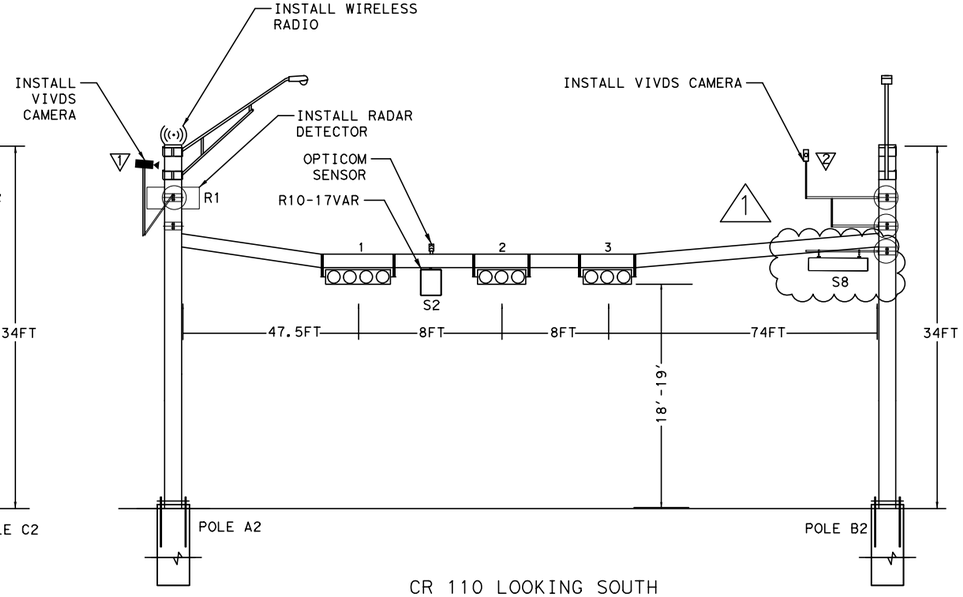

LIMMER LOOP LOOKING EAST




CR 110 LOOKING NORTH




LIMMER LOOP LOOKING WEST
SIGNAL HEADS TO BE COVERED UNTIL WEST LEG
IS CONSTRUCTED BY OTHERS.




CR 110 LOOKING SOUTH

NOTES:
1. ORIENT ALL SIGNAL HEADS TO FACE ONCOMING TRAFFIC.

⚠1 ADDITIONAL ILSN

NOT TO SCALE

STATE OF TEXAS
SANTIAGO A. ARAQUE ROJAS
125247
LICENSED PROFESSIONAL ENGINEER

05/08/2019

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# CR 110M AND LIMMER LOOP TRAFFIC SIGNAL

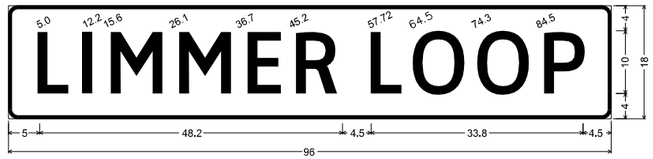
## *SIGNAL ELEVATIONS*

| DES: BTS | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: SAA | | 137C |

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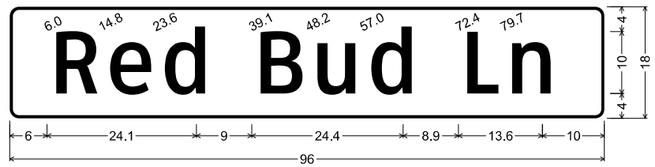
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ILSN SIGNS S6



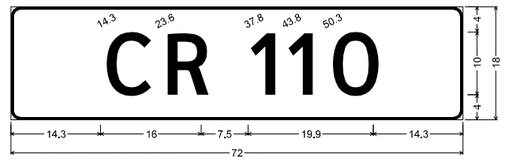

Identifier : D1-1 6in RT;
1.5" Radius, 0.5" Border, White on Green;
[LIMMER LOOP] ClearviewHwy-3-W;

ILSN SIGNS S8




D1-1 8in LT;
1.5" Radius, 0.5" Border, White on, Green;
"Red Bud Ln", ClearviewHwy-3-W;

ILSN SIGNS S1, S4




D1-1 8in LT; 1.5" Radius, 0.5" Border, White on Green;
[CR 110] ClearviewHwy-3-W;

SIGNAL HEADS TO BE COVERED UNTIL WEST LEG IS CONSTRUCTED.



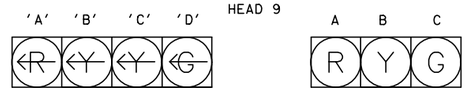

HEAD 10 (HANGERS NOT SHOWN)

HEADS 11, 12 (HANGERS NOT SHOWN)

PROPOSED SIGNAL




HEAD 9




HEAD 1, 4, 7 (HANGERS NOT SHOWN)

HEADS 2, 3, 5, 6, 8 (HANGERS NOT SHOWN)

S2, S3, S5, S7

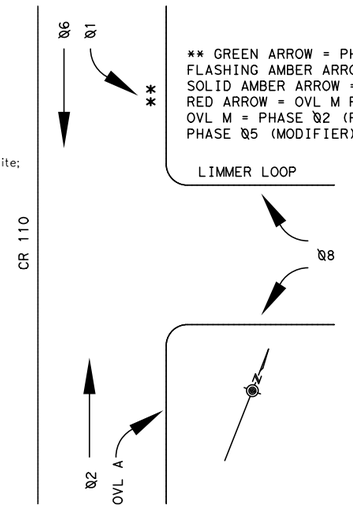



Identifier : R10-17T;
1.5" Radius, 0.6" Border, 0.4" Indent, Black on White;
[LEFT TURN] C 146} spacing;
[YIELD] C 97} spacing;
[ON FLASHING] C 145} spacing;
[YELLOW] C 145} spacing;
[ARROW] C 145} spacing;

LEGEND

- SIGNAL HEAD & LABEL
- RADAR DETECTOR
- VIVDS CAMERA
- ILSN SIGN
- LUMINAIRE
- RADIO
- OPTICOM
- WIRING IN POLE & MAST ARM
- WIRING IN CONDUIT/SPAN

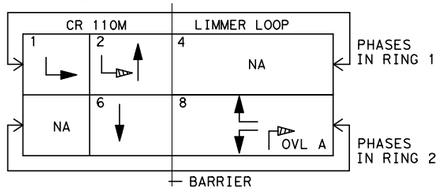
INTERIM PHASING
T-INTERSECTION




** GREEN ARROW = PHASE Ø1 GREEN
FLASHING AMBER ARROW = OVL GREEN
SOLID AMBER ARROW = OVL M AMBER
RED ARROW = OVL M RED
OVL M = PHASE Ø2 (PRIMARY) +
PHASE Ø5 (MODIFIER) FYA PPLT

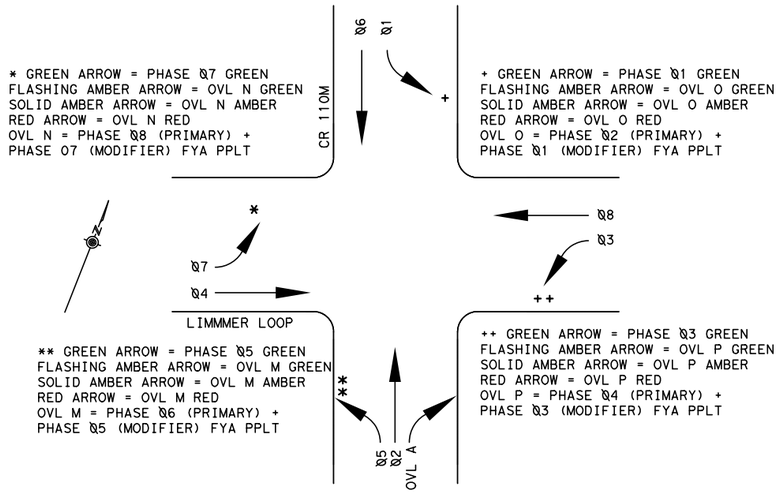
PHASING TO BE UPDATED WHEN EAST LEG IS CONSTRUCTED

INTERIM PHASING DIAGRAM




NOTES:
1. DISPLAY 'D' IS GREEN ARROW FOR THE PROTECTED LEFT-TURN PHASE.
2. DISPLAY 'C' IS TO BE CONFIGURED AS A FLASHING AMBER ARROW FOR PERMISSIVE LEFT-TURN AND IS RUN AS AN OVERLAP TIED TO THE OPPOSING THROUGH PHASE.
3. DISPLAY 'B' IS THE AMBER CLEARANCE FOR THE PROTECTED AND PERMISSIVE PHASE (OVERLAP) OF THE LEFT-TURN MOVEMENT.
4. PROVIDE MMU THAT SHALL SUPPORT THE FLASHING YELLOW ARROW OPERATION.
5. CONFIGURE MMU FOR FLASHING YELLOW ARROW PER MANUFACTURER INSTRUCTIONS.

FINAL PHASING 4-LEG INTERSECTION



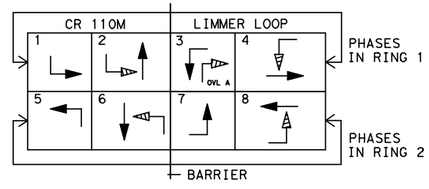

* GREEN ARROW = PHASE Ø7 GREEN
FLASHING AMBER ARROW = OVL N GREEN
SOLID AMBER ARROW = OVL N AMBER
RED ARROW = OVL N RED
OVL N = PHASE Ø8 (PRIMARY) +
PHASE Ø7 (MODIFIER) FYA PPLT

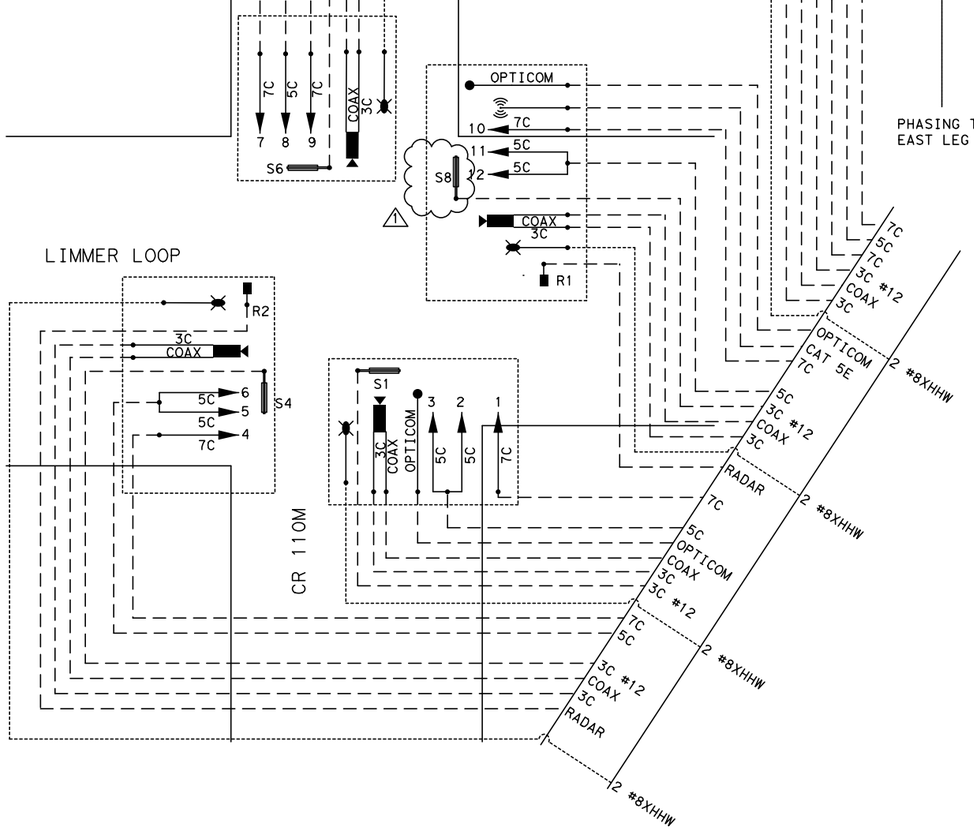
+ GREEN ARROW = PHASE Ø1 GREEN
FLASHING AMBER ARROW = OVL O GREEN
SOLID AMBER ARROW = OVL O AMBER
RED ARROW = OVL O RED
OVL O = PHASE Ø2 (PRIMARY) +
PHASE Ø1 (MODIFIER) FYA PPLT

** GREEN ARROW = PHASE Ø5 GREEN
FLASHING AMBER ARROW = OVL M GREEN
SOLID AMBER ARROW = OVL M AMBER
RED ARROW = OVL M RED
OVL M = PHASE Ø6 (PRIMARY) +
PHASE Ø5 (MODIFIER) FYA PPLT

++ GREEN ARROW = PHASE Ø3 GREEN
FLASHING AMBER ARROW = OVL P GREEN
SOLID AMBER ARROW = OVL P AMBER
RED ARROW = OVL P RED
OVL P = PHASE Ø4 (PRIMARY) +
PHASE Ø3 (MODIFIER) FYA PPLT

FINAL PHASING DIAGRAM




⚠1 ADDITIONAL ILSN

STATE OF TEXAS
SANTIAGO A. ARAQUE ROJAS
125247
LICENSED PROFESSIONAL ENGINEER

05/08/2019

Kimley»Horn F-928

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CR 110M AND LIMMER LOOP
TRAFFIC SIGNAL

*PHASING AND SIGNS*

| DES: BTS | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: SAA | | 137E |

FILENAME: G:\068501503*CR 110\Design\CR110LLsig105.dgn
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FILENAME: G:\068501503*CR 110\Design\CR110LLsig107.dgn
PLOTTED: 5/8/2019 2:21:10 PM

| ESTIMATED QUANTITIES | | | | |
|---|---|---|---|---|
| ITEM | CODE | DESCRIPTION | UNIT | QUANTITY |
| 0416 | 6032 | DRILL SHAFT (TRF SIG POLE) (36 IN) | LF | 61 |
| 0618 | 6046 | CONDT (PVC) (SCH 80) (2") | LF | 245 |
| 0618 | 6053 | CONDT (PVC) (SCH 80) (3") | LF | 45 |
| 0620 | 6007 | ELEC CONDR (NO. 8) BARE | LF | 160 |
| 0620 | 6008 | ELEC CONDR (NO. 8) INSULATED | LF | 1,900 |
| 0620 | 6009 | ELEC CONDR (NO. 6) BARE | LF | 130 |
| 0620 | 6010 | ELEC CONDR (NO. 6) INSULATED | LF | 816 |
| 0624 | 6010 | GROUND BOX TY D (162922)W/APRON | EA | 1 |
| 0625 | 6003 | ZINC-COAT STL WIRE STRAND (3/8") | LF | 1,024 |
| 0680 | 6002 | INSTALL HWY TRF SIG (ISOLATED) | EA | 1 |
| 0682 | 6001 | VEH SIG SEC (12")LED(GRN) | EA | 8 |
| 0682 | 6002 | VEH SIG SEC (12")LED(GRN ARW) | EA | 5 |
| 0682 | 6003 | VEH SIG SEC (12")LED(YEL) | EA | 8 |
| 0682 | 6004 | VEH SIG SEC (12")LED(YEL ARW) | EA | 9 |
| 0682 | 6005 | VEH SIG SEC (12")LED(RED) | EA | 8 |
| 0682 | 6023 | BACK PLATE (12")(3 SEC) | EA | 7 |
| 0682 | 6024 | BACK PLATE (12")(4 SEC) | EA | 4 |
| 0682 | 6025 | BACK PLATE (12")(5 SEC) | EA | 1 |
| 0684 | 6008 | TRF SIG CBL (TY A)(12 AWG)(3 CONDR) | LF | 930 |
| 0684 | 6031 | TRF SIG CBL (TY A)(14 AWG)(5 CONDR) | LF | 1,062 |
| 0684 | 6033 | TRF SIG CBL (TY A)(14 AWG)(7 CONDR) | LF | 1,039 |
| 0684 | 6049 | TRF SIG CBL (TY A)(16 AWG)(3 CONDR) | LF | 1,392 |
| 0686 | 6001 | INS TRF SIG PL AM (S)ILSN ARM(7') | EA | 2 |
| 0686 | 6002 | INS TRF SIG PL AM (S)ILSN ARM(9') | EA | 1 |
| 0686 | 6020 | INS TRF SIG PL AM (S)STR(TY D)LUM | EA | 4 |
| 6002 | 6001 | VIVDS PROCESSOR SYSTEM | EA | 1 |
| 6002 | 6002 | VIVDS CAMERA ASSEMBLY | EA | 4 |
| 6002 | 6003 | VIVDS SET-UP SYSTEM | EA | 1 |
| 6002 | 6004 | VIVDS CENTRAL CONTROL | EA | 1 |
| 6002 | 6005 | VIVDS COMMUNICATION CABLE (COAXIAL) | LF | 1,392 |
| 6057 | 6001 | RADAR ADVANCED DETECTION DEVICE | EA | 2 |
| 6089 | 6001 | ETHERNET CABLE AND CONNECTORS | LF | 60 |
| 6090 | 6001 | ILSN (LED) (6D) | EA | 2 |
| 6090 | 6002 | ILSN (LED) (8D) | EA | 2 |
| CORR | 001 | BATTERY BACK-UP SYSTEM | EA | 1 |
| CORR | 002 | HARDENED ETHERNET SWITCH | EA | 1 |
| CORR | 003 | 5.8 GHz WIRELESS ETHERNET RADIO | EA | 1 |
| CORR | 004 | OPTICOM DETECTOR - GTT MODEL 722 | EA | 2 |
| CORR | 005 | OPTICOM PHASE SELECTOR - GTT MODEL 764 | EA | 1 |
| CORR | 006 | OPTICOM CARD RACK - GTT MODEL 760 | EA | 1 |
| CORR | 007 | OPTICOM CABLE - GTT MODEL 138 | LF | 455 |

1 ADJUSTED SIGNAL FOUNDATION QTY
2 ADJUSTED ILSN SIGN QUANTITY

05/08/2019

Kimley»Horn F-928

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CR 110M AND LIMMER LOOP
TRAFFIC SIGNAL

*ITEM SUMMARY*

| DES: BTS | WILLIAMSON COUNTY JOB NO. | SHEET NO. |
|---|---|---|
| CK: SAA | | 137G |

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DATE:
FILE:

## FOUNDATION DESIGN TABLE

| FDN TYPE | DRILLED SHAFT DIA | REINFORCING STEEL | | EMBEDDED DRILLED SHAFT LENGTH-ft ④, ⑤, ⑥ | | | ANCHOR BOLT DESIGN ① | | | | FOUNDATION DESIGN LOAD ② | | TYPICAL APPLICATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | VERT BARS | SPIRAL & PITCH | TEXAS CONE PENETROMETER N blows/ft | | | ANCHOR BOLT DIA | Fy (ksi) | BOLT CIR DIA | ANCHOR TYPE | MOMENT K-ft | SHEAR Kips | |
| | | | | 10 | 15 | 40 | | | | | | | |
| 24-A | 24" | 4- #5 | #2 at 12" | 5.7 | 5.3 | 4.5 | ¾" | 36 | 12 ¾" | 1 | 10 | 1 | Pedestal pole, pedestal mounted controller. |
| 30-A | 30" | 8- #9 | #3 at 6" | 11.3 | 10.3 | 8.0 | 1 ½" | 55 | 17" | 2 | 87 | 3 | Mast arm assembly. (see Selection Table) |
| 36-A | 36" | 10- #9 | #3 at 6" | 13.2 | 12.0 | 9.4 | 1 ¾" | 55 | 19" | 2 | 131 | 5 | Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire. |
| 36-B | 36" | 12- #9 | #3 at 6" | 15.2 | 13.6 | 10.4 | 2" | 55 | 21" | 2 | 190 | 7 | Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm |
| 42-A | 42" | 14- #9 | #3 at 6" | 17.4 | 15.6 | 11.9 | 2 ¼" | 55 | 23" | 2 | 271 | 9 | Mast arm assembly. (see Selection Table) |

## NOTES:

① Anchor bolt design develops the foundation capacity given under Foundation Design Loads.

② Foundation Design Loads are the allowable moments and shears at the base of the structure.

③ Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

④ Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.

⑤ If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.

⑥ Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

## FOUNDATION SUMMARY TABLE ③

| LOCATION IDENTIFICATION | AVG. N BLOW /ft. | FDN TYPE | NO. EA | DRILLED SHAFT LENGTH (FEET) ⑥ 1 | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 24-A | 30-A | 36-A | 36-B | 42-A |
| B1 | 10 | 36-B | 1 | | | | 15.2 | |
| C1 | 10 | 36-B | 1 | | | | 15.2 | |
| A2 | 10 | 36-B | 1 | | | | 15.2 | |
| B2 | 10 | 36-B | 1 | | | | 15.2 | |
| C2 | 10 | 36-B | 1 | | | | 15.2 | |
| D2 | 10 | 36-B | 1 | | | | 15.2 | |
| TOTAL DRILLED SHAFT LENGTHS | | | | | | | 91.2 | |

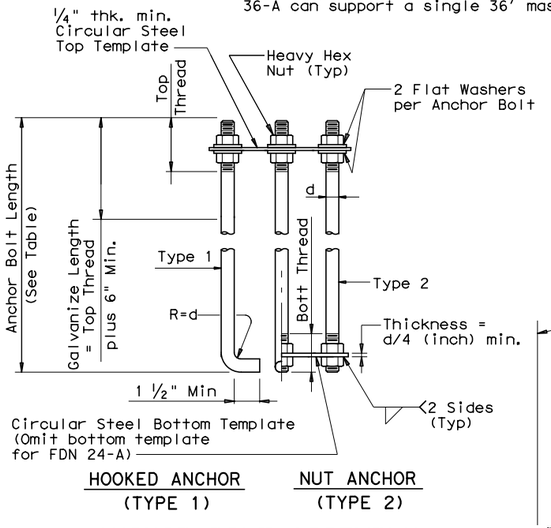
1 ADJUSTED SIGNAL FOUNDATION QTY

## FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

| | | FDN 30-A | FDN 36-A | FDN 36-B | FDN 42-A |
|---|---|---|---|---|---|
| 80 MPH DESIGN WIND SPEED | MAX SINGLE ARM LENGTH | 32' | 48' | | |
| | MAXIMUM DOUBLE ARM LENGTH COMBINATIONS | 24' X 24' | | | |
| | | 28' X 28' | | | |
| | | 32' X 28' | 32' X 32' | | |
| | | | 36' X 36' | | |
| | | | 40' X 36' | | |
| | | | 44' X 28' | 44' X 36' | |
| 100 MPH DESIGN WIND SPEED | MAX SINGLE ARM LENGTH | | 36' | 44' | |
| | MAXIMUM DOUBLE ARM LENGTH COMBINATIONS | | 24' X 24' | | |
| | | | 28' X 28' | | |
| | | | 32' X 24' | 32' X 32' | |
| | | | | 36' X 36' | |
| | | | | 40' x24' | 40' X 36' |
| | | | | | 44' x 36' |

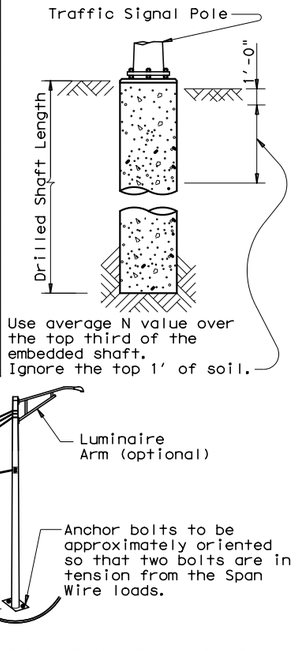
EXAMPLE:
1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'

2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.

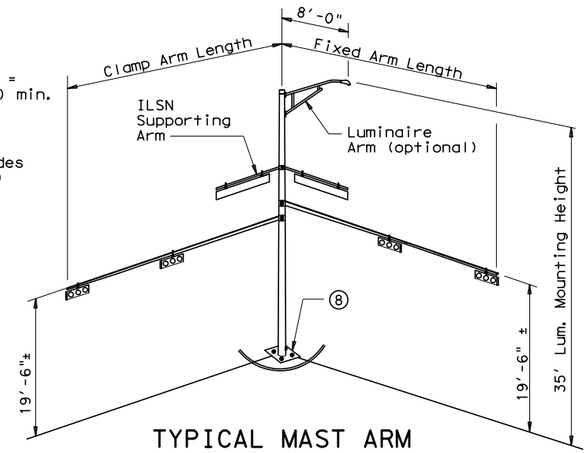



HOOKED ANCHOR (TYPE 1) NUT ANCHOR (TYPE 2)

## ANCHOR BOLT ASSEMBLY




## TYPICAL STRAIN POLE ASSEMBLY



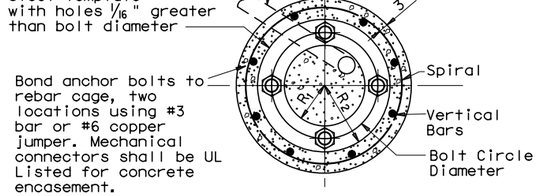

## TYPICAL MAST ARM ASSEMBLY

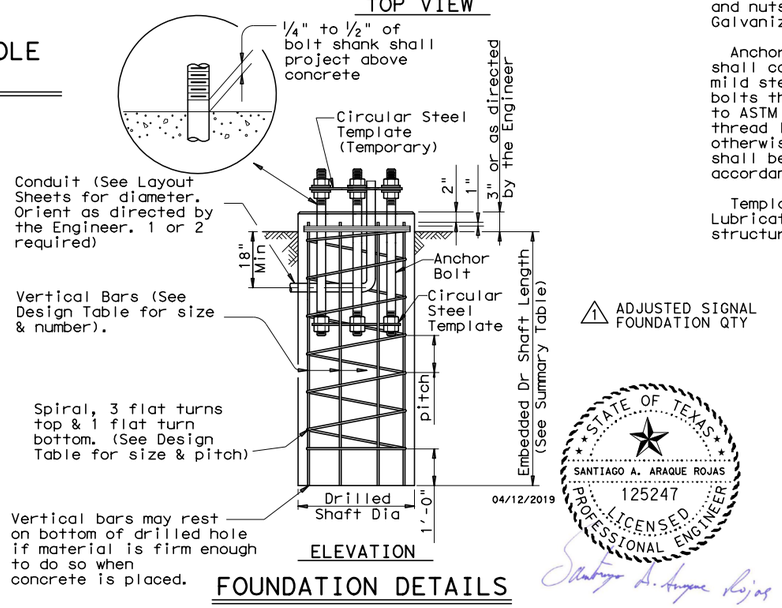
⑧ Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.

## ANCHOR BOLT & TEMPLATE SIZES

| BOLT DIA IN. | ⑦ BOLT LENGTH | TOP THREAD | BOTTOM THREAD | BOLT CIRCLE | R2 | R1 |
|---|---|---|---|---|---|---|
| ¾" | 1'-6" | 3" | — | 12 ¾" | 7 ⅛" | 5 ⅝" |
| 1 ½" | 3'-4" | 6" | 4" | 17" | 10" | 7" |
| 1 ¾" | 3'-10" | 7" | 4 ½" | 19" | 11 ¼" | 7 ¾" |
| 2" | 4'-3" | 8" | 5" | 21" | 12 ½" | 8 ½" |
| 2 ¼" | 4'-9" | 9" | 5 ½" | 23" | 13 ¾" | 9 ¼" |

⑦ Min dimensions given, longer bolts are acceptable.




## FOUNDATION DETAILS

## GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be tapped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".

STATE OF TEXAS
SANTIAGO A. ARAQUE ROJAS
125247
LICENSED PROFESSIONAL ENGINEER

Texas Department of Transportation
Traffic Operations Division

# TRAFFIC SIGNAL POLE FOUNDATION

# TS-FD-12

© TxDOT August 1995

| DN: MS | CK: JSY | DW: MAO/MMF | CK: JSY/TEB |
|---|---|---|---|

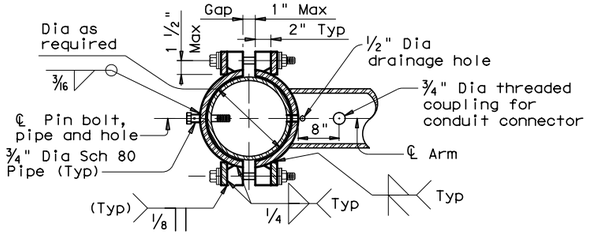
REVISIONS
5-96
11-99
1-12

| CONT | SECT | JOB | HIGHWAY |
|---|---|---|---|
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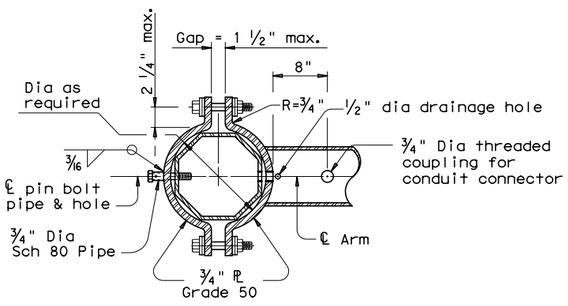
| DIST | COUNTY | SHEET NO. |
|---|---|---|
| . | WILLIAMSON | 145 |

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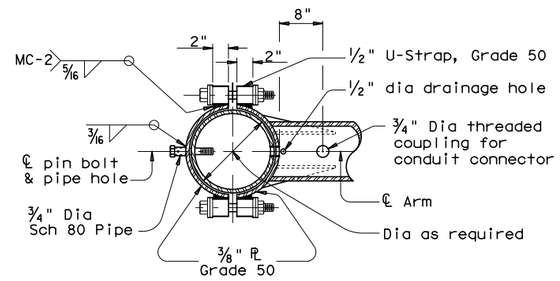
| TABLE OF DIMENSIONS for ILSN Support Arm Clamp-on Details 1, 2 and 3 | | | | | | |
|---|---|---|---|---|---|---|
| ILSN ARM SIZE | A | F | CONN. BOLTS | | PIN BOLTS | |
| | | | No. | Dia | No. | Dia |
| 3 in. dia Schedule 40 Pipe | in. | in. | ea. | in. | ea. | in. |
| | 10 | 4 | 4 | ¾ | 2 | ⅝ |



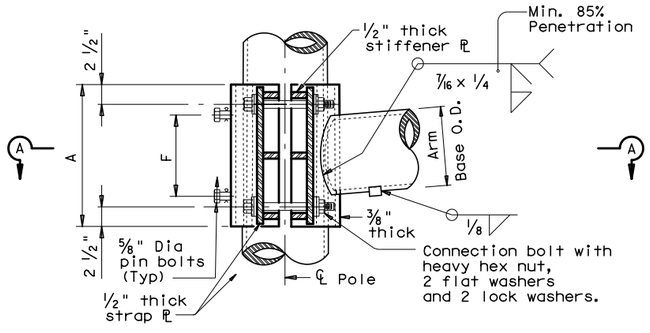

SECTION A-A



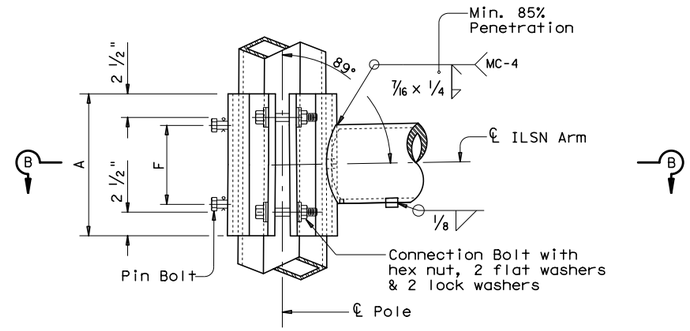

SECTION B-B



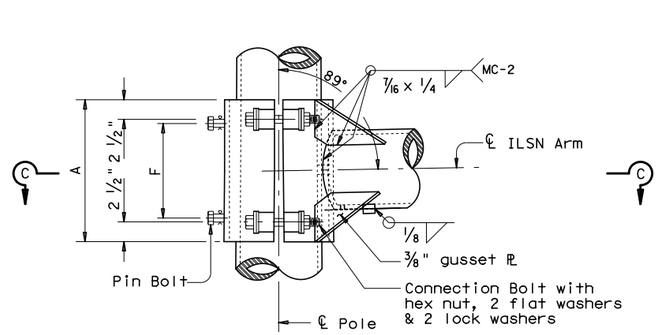

SECTION C-C




ILSN CLAMP-ON DETAIL 1




ILSN CLAMP-ON DETAIL 2




ILSN CLAMP-ON DETAIL 3

## GENERAL NOTES:

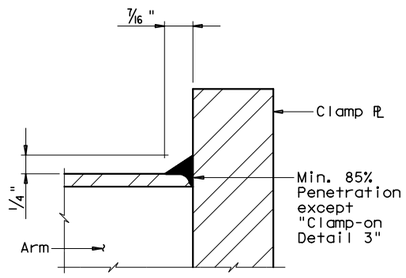
Clamp-on details shall be used for ILSN support arm assemblies. A 1 ½" inch diameter hole shall be cut in the front clamp plate for wiring access. A matched hole shall be field drilled through the pole to provide wire access after arm is oriented. Deburr both holes.

Where duplicate parts occur on a detail, welds shown for one part shall apply to all similar parts on the details.

Pin bolts are required to prevent rotation of clamp-on arms under design wind forces.

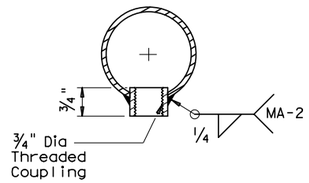
## NOTE:

Pin bolts shall be A325 with threads excluded from the shear plane. Pin bolt and ¾" dia pipe shall have 3/16" dia holes for a 1/8" dia galvanized cotter pin. Back clamp plate shall be furnished with a ¾" dia hole for each pin bolt. An 11/16" dia hole for each pin bolt shall be field drilled through the pole after arm orientations have been approved by the Engineer.




CLAMP-ON ARM

ARM BASE WELD DETAILS




ILSN ARM COUPLING DETAIL

Texas Department of Transportation
Traffic Operations Division

# STANDARD ASSEMBLY FOR TRAFFIC SIGNAL SUPPORT STRUCTURES

## MAST-ARM CONNECTIONS

## MA-C(ILSN)-12

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| DN: MS | CK: JSY | DW: MMF | CK: JSY |
|---|---|---|---|

REVISIONS
5-96
1-12

| CONT | SECT | JOB | HIGHWAY |
|---|---|---|---|
| | | | |
| DIST | COUNTY | | SHEET NO. |
| | WILLIAMSON | | 148A |

DATE:
FILE:

126B

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 10/08/2019

Executive Session

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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**

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## 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 | 10/03/2019 09:58 AM |
| Form Started By: Charlie Crossfield | | Started On: 10/03/2019 08:42 AM |
| Final Approval Date: 10/03/2019 | | |

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 10/08/2019

Economic Development

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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
i) Project Woods

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 10/03/2019 09:58 AM |
| Form Started By: Charlie Crossfield | | Started On: 10/03/2019 08:43 AM |
| Final Approval Date: 10/03/2019 | | |