

# BLANCO COUNTY REQUEST FOR A LINE-ITEM TRANSFER

DATE: September 16, 2019

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Sheriff Don Jackson

DEPARTMENT Blanco County Sheriff's Office

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>GENERAL</u>	<u>Dispatcher Lt. Supervisor</u>	<u>10-425-XXX</u>	<u>\$ 1,491.00</u>
TO:	<u>GENERAL</u>	<u>Dispatcher 5</u>	<u>10-425-126</u>	<u>\$ 1,491.00</u>

Reason for request:

FOR NEW BUDGET YEAR Dispatcher 5 classified as Dispatch Sgt. as of 10/1/2019

Note: This change is the budget for county purposes is in accordance with 111.011 Changes in Budget for County Purposes" of the Local Government Code.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Attest: County Clerk  
(if Commissioners' Court Action)

\_\_\_\_\_  
Co Judge/Commissioners' Court Approval  
(as needed)



# Blanco County Commissioners' Court

22-Oct-19

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	196,513.91
012	Permanent School Fund	2,018.05
015	Road & Bridge Fund	3,968.95
017	Records Management Clerk	16,700.00
025	JP1 Technology Fund	8,940.00
026	JP4 Technology Fund	4,100.00
027	County Clerk Archive Fund	98.05
029	Third Court of Appeals	1,200.00
<b>Total</b>		<b>233,538.96</b>

The attached list of Claims Payable have been examined & approved for payment by the County Auditor as provided by the Texas LGC 113.064 & 113.065

Attest County Auditor: Cindy J. Arent Date 10/17/19

The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022

County Judge \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 1 \_\_\_\_\_ Commissioner Pct 3 \_\_\_\_\_

Commissioner Pct 2 \_\_\_\_\_ Commissioner Pct 4 \_\_\_\_\_

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
BURNET COUNTY TREASURER	70803	A	3RD QUARTER 2019	367.37
STATE COMPTROLLER	70776	A	1-74-6001460 ELECTRONIC FILING	2,797.29
STATE COMPTROLLER	70777	A	1-74-6001460 CHILD SAFETY	56.25
STATE COMPTROLLER	70778	A	1-74-6001460 SPECIALTY COURT	367.37
STATE COMPTROLLER	70779	A	1-74-6001460 CIVIL FEES	8,144.95
STATE COMPTROLLER	70780	A	1-74-6001460 CRIMINAL FEES	40,156.74
DEPARTMENT TOTAL				51,889.97
0411-ELECTIONS ADMINISTRATOR				
BUSINESS CENTER PRINT & OS	70811	A	INV#138026 EA	355.83
ELECTION SYSTEMS & SOFTWARE	70749	A	INV #1099490	12,423.37
ELECTION SYSTEMS & SOFTWARE	70750	A	INV #1099487	10,203.99
ELECTION SYSTEMS & SOFTWARE	70813	A	INV#1093057 EA	3,690.00
ELECTION SYSTEMS & SOFTWARE	70814	A	INV#1095300 EA	1,622.50
DEPARTMENT TOTAL				28,295.69
0412-DISTRICT CLERK				
NORTHEAST TEXAS DATA CORP.	70767	A	inv #nd-000845 DIST CLERK	12,950.00
NORTHEAST TEXAS DATA CORP.	70796	A	INV #ND-000891 CLOUD HOSTING DIST C	4,100.00
DEPARTMENT TOTAL				17,050.00
0415-COUNTY ATTORNEY				
TEXAS DIST. & CO ATTY ASSOC	70836	A	INV#163621 CO ATTY	150.00
DEPARTMENT TOTAL				150.00
0420-TAX ASSESSOR/COLLECTOR				
TEXAS A&M AGRILIFE	70834	A	INV#E903070 TAC	270.00
DEPARTMENT TOTAL				270.00
0425-COUNTY SHERIFF				
AUTO CHLOR SERVICES, LLC	70738	A	INV #6117471 JAIL	316.55
EXPRESS AUTOMOTIVE SERVICE	70815	A	INV#3756333 LEC	588.19
EXPRESS AUTOMOTIVE SERVICE	70816	A	INV#3756325 LEC	48.04
EXPRESS AUTOMOTIVE SERVICE	70817	A	INV#3756309 LEC	43.13
EXPRESS AUTOMOTIVE SERVICE	70818	A	INV#3756276 LEC	70.18
JAMES LOVING	70821	A	REIMBURSEMENT	133.10
NORTHEAST TEXAS DATA CORP.	70766	A	inv #nd-000845 LEC	3,615.00
NORTHEAST TEXAS DATA CORP.	70797	A	INV #ND-000891 CLOUD HOSTING LEC	4,100.00
OFFICESUPPLY.COM	70825	A	INV#3512882 LEC	90.32
OFFICESUPPLY.COM	70826	A	INV#3512882 LEC	143.96
PEDERNALES ELECTRIC COOP	70771	A	INV #955 LEC	3,590.80
PERFORMANCE FOOD SERVICE	70827	A	INV#9676668 LEC	1,563.34
PERFORMANCE FOOD SERVICE	70828	A	INV#9676668 LEC	16.42
PERFORMANCE FOOD SERVICE	70829	A	INV#9669445 LEC	1,454.18
SOUTHERN HEALTH PARTNERS	70775	A	INV #BASE36259 OCTOBER	5,250.76
THOMSON WEST	70802	A	INV #841043221 LEC	275.00
ZUERCHER TECHNOLOGIES, LLC	70793	A	INV #244639-DM	32,771.00
DEPARTMENT TOTAL				54,069.97
0430-COUNTY TREASURER				
BUSINESS CENTER PRINT & OS	70743	A	INV #137953 TREASURER	27.99
DEPARTMENT TOTAL				27.99
0432-COUNTY AUDITOR				
VERIZON WIRELESS	70792	A	INV #9838672924 AUDITOR	21.35
DEPARTMENT TOTAL				21.35
0440-COUNTY EXTENSION AGENCY				

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
QUILL CORPORATION	70833	A	INV#1528724 AG EXT	51.66
DEPARTMENT TOTAL				51.66
0445-EMERGENCY MANAGEMENT				
DIALTONESERVICEES L.P.	70805	A	ACCT #1000001488 EMC	7.12
DIALTONESERVICEES L.P.	70806	A	ACCT #1000001487 DISPATCH	7.12
DIALTONESERVICEES L.P.	70807	A	ACCT #1000001486 CO JUDGE	7.12
DIALTONESERVICEES L.P.	70808	A	ACCT #1000001443 SHERIFF	7.12
DEPARTMENT TOTAL				28.48
0450-JUDICIAL EXPENSES				
ANGELA M. DOWDLE, ATTORNEY AT LAW	70735	A	33RD CAUSE #CV08481	487.50
ANNE B. LITTLE, PLLC	70736	A	33RD CV08483	75.00
ANNE B. LITTLE, PLLC	70737	A	33RD CV08481	127.50
CROFTS - CROW FUNERAL HOME	70744	A	NEILL TRANSPORT	350.00
CROFTS - CROW FUNERAL HOME	70745	A	STICKLEY TRANSPORT	300.00
CROFTS - CROW FUNERAL HOME	70746	A	ALMOND TRANSPORT	350.00
CROFTS - CROW FUNERAL HOME	70747	A	PIRIE TRANSPORT	350.00
CROFTS - CROW FUNERAL HOME	70748	A	WHEELER TRANSPORT	350.00
KURT CORLEY, ATTY AT LAW	70757	A	CASE #01695 & 01730	675.00
MEGAN M. KLAEGER	70761	A	424TH CAUSE #CV08536	345.00
NATALIE WALLACE BENNETT	70762	A	33RD CAUSE #CV08261	15.00
NATALIE WALLACE BENNETT	70763	A	424TH CAUSE #CV08536	412.50
REGIONAL PUBLIC DEFENDER FOR CAPITA	70773	A	INV #FY2020	5,058.00
SHELL & SHELL	70774	A	424TH CASE #1734	325.00
THOMAS M FELPS	70789	A	CASE #05511 MISD.	275.00
TODD STEELE	70846	A	33RD CASE #CR01583	4,600.00
TRAVIS COUNTY CLERK	70791	A	INV #19-002001	483.00
DEPARTMENT TOTAL				14,578.50
0451-DISTRICT JUDGE				
ALAN GARRETT	70800	A	JUVENILE BOARD COMP	100.00
BURNET COUNTY TREASURER	70742	A	DIST JUDGE SEPTEMBER 2019	3,802.47
EVAN C. STUBBS	70801	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				4,002.47
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	70741	A	DIST ATTORNEY SEPTEMBER 2019	14,492.16
DEPARTMENT TOTAL				14,492.16
0500-COURTHOUSE EXPENSES				
GRAVES HUMPHRIES, STAHL, LIMITED	70751	A	REPORT #COL005 JP 4	237.87
GVTC	70752	A	830-833-4212 SOUTH ANNEX	109.91
GVTC	70753	A	830-833-4212 SOUTH ANNEX	330.73
GVTC	70754	A	830-866-5331 PCT 1 & 4	74.96
LIESMANN MOWING	70823	A	INV#30084567	200.00
LOWER COLORADO RIVER AUTHORITY	70760	A	INV #TWER0005689 NOV	268.67
OMNIBASE SERVICES OF TEXAS, LP	70770	A	REPORT #319-001016 JP 1	229.79
OMNIBASE SERVICES OF TEXAS, LP	70845	A	REPORT #319-004016 JP 4	126.00
PEDERNALES ELECTRIC COOP	70772	A	INV #955	2,838.45
TERMINIX	70781	A	ACCT #4275 COURTHOUSE FIREANT	78.00
TERMINIX	70782	A	ORDER #242924 LEC	136.00
TERMINIX	70783	A	ORDER #242924 COURTHOUSE	78.00
TERMINIX	70784	A	ORDER #242924 OLD JAIL	47.00
TERMINIX	70785	A	ORDER #242924 ANNEX	100.00
TERMINIX	70786	A	ORDER #242924 SOUTH ANNEX	85.00
TEXAS DEPARTMENT OF STATE HEALTH SE	70787	A	INSPECTION	150.00

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
TEXAS DEPARTMENT OF STATE HEALTH SE	70835	A	INSPECTION FEE LEC	150.00
TEXAS JUDICIAL ACADEMY	70788	A	INV #239299 DUES	200.00
THYSSENKRUPP ELEVATOR CORPORATION	70790	A	INV #3004876288	276.69
VERTICAL BRIDGE S3 ASSETS, LLC	70844	A	INV #00057436	637.60
DEPARTMENT TOTAL				6,354.67
0515-JUSTICE OF THE PEACE PCT #1				
TEXAS STATE UNIVERSITY	70837	A	INV#48743 JP1	315.00
DEPARTMENT TOTAL				315.00
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	70764	A	REPORT #CAS017 JP 4	76.00
NORTHEAST TEXAS DATA CORP.	70765	A	inv #nd-000845 JP 4	4,840.00
DEPARTMENT TOTAL				4,916.00
FUND TOTAL				196,513.91

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-PERMANENT SCHOOL LAND EXPENSES				
BAILEY CENTRAL APPRAISAL DIST	70739	A	ID #15161 SCHOOL LAND	149.04
BAILEY CENTRAL APPRAISAL DIST	70740	A	ID #28093 SCHOOL LAND	756.15
LAMB COUNTY APPRAISAL DISTRICT	70758	A	ID #10413	929.63
LAMB COUNTY APPRAISAL DISTRICT	70759	A	ID #47633	183.23
DEPARTMENT TOTAL				2,018.05
FUND TOTAL				2,018.05



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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
BLANCO COUNTY TAX ASSESSOR-COLLECT	70810	A	NEW REGISTRATION FOR PCT 1	12.50
GORDON'S REPAIR SHOP	70819	A	INV#23313 PCT 1	89.00
GVTC	70755	A	830-866-5331 PCT 1	46.31
KIRK FELPS	70822	A	INV#74823 PCT 1	15.99
PETERSON TIRE	70831	A	INV#BL33561 PCT 1	7.00
PETERSON TIRE	70832	A	INV#BL33589 PCT 1	209.90
THIRD COAST DISTRIBUTING, LLC	70838	A	INV#789133 PCT 1	12.57
THIRD COAST DISTRIBUTING, LLC	70839	A	INV#013374 PCT 1	72.99
DEPARTMENT TOTAL				466.26
0550-R&B PCT #2				
BLANCO COUNTY TAX ASSESSOR-COLLECT	70809	A	LICENSE TAG #1199662 PCT 2	7.50
ERCON ASPHALT AND EMULSIONS, INC	70812	A	INV#9402139535 PCT 2	2,047.00
PETERSON TIRE	70830	A	INV#JC31444 PCT 2	7.00
THIRD COAST DISTRIBUTING, LLC	70840	A	INV#013374 PCT 2	72.99
DEPARTMENT TOTAL				2,134.49
0560-R&B PCT #3				
INGRAM READYMIX INCORPORATED	70820	A	INV#6095677 PCT 3	985.00
ODIORNE FEED/RANCH SUPPLY INC	70824	A	INV#151612 PCT 3	77.50
THIRD COAST DISTRIBUTING, LLC	70841	A	INV#013374 PCT 3	73.00
THIRD COAST DISTRIBUTING, LLC	70843	A	INV#013375 PCT 3	115.96
DEPARTMENT TOTAL				1,251.46
0570-R&B PCT #4				
GVTC	70756	A	830-833-1077 PCT 4	43.74
THIRD COAST DISTRIBUTING, LLC	70842	A	INV#013374 PCT 4	73.00
DEPARTMENT TOTAL				116.74
FUND TOTAL				3,968.95

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
NORTHEAST TEXAS DATA CORP.	70768	A	inv #nd-000845 CO CLERK	12,600.00
NORTHEAST TEXAS DATA CORP.	70795	A	INV #ND-000891 CLOUD HOSTING CO CLE	4,100.00
DEPARTMENT TOTAL				16,700.00
FUND TOTAL				16,700.00



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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JP 1 TECHNOLOGY EXPENCES				
NORTHEAST TEXAS DATA CORP.	70769	A	inv #nd-000845 JP 1	4,840.00
NORTHEAST TEXAS DATA CORP.	70799	A	INV #ND-000891 CLOUD HOSTING JP 1	4,100.00
DEPARTMENT TOTAL				8,940.00
FUND TOTAL				8,940.00

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JP 4 TECHNOLOGY FUND EXPENSES				
NORTHEAST TEXAS DATA CORP.	70798	A	INV #ND-000891 CLOUD HOSTING JP 4	4,100.00
DEPARTMENT TOTAL				4,100.00
FUND TOTAL				4,100.00

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
PROFESSIONAL PLOTTER TECHNOLOGIES	70794	A	INV #55632	98.05
DEPARTMENT TOTAL				98.05
FUND TOTAL				98.05

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DEPARTMENT

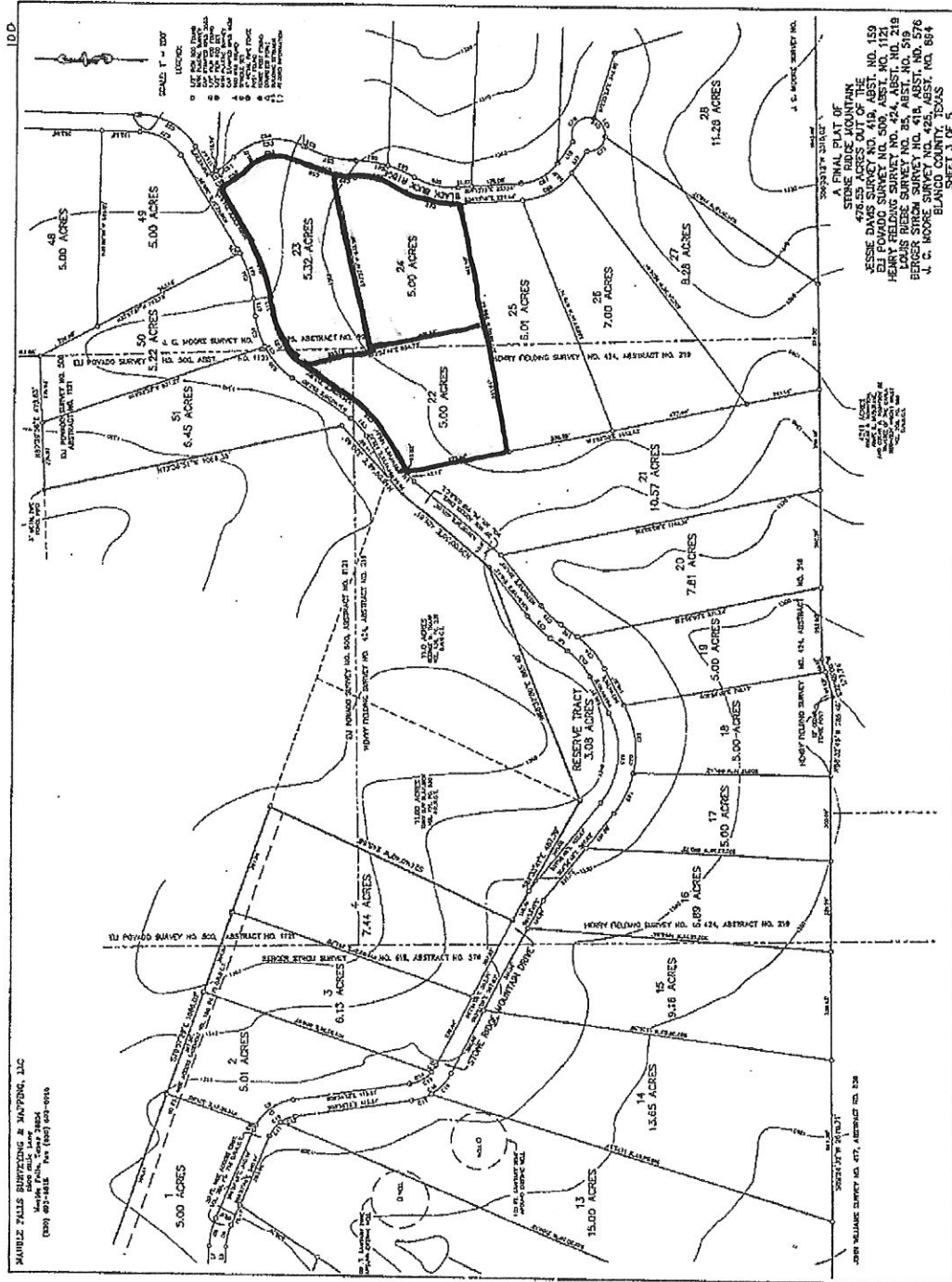
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-THIRD COURT OF APPEALS EXPENSES				
THIRD COURT OF APPEALS	70804	A	10-01-2019 TO 9-30-2019	1,200.00
DEPARTMENT TOTAL				1,200.00
FUND TOTAL				1,200.00

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL				233,538.96

COPY

LOTS:  
22, 23 + 24







**RESOLUTION**

THE STATE OF TEXAS                                 §

COUNTY OF BLANCO                                 §

The Commissioners Court of Blanco County, Texas, convened at a meeting of said Court at the Blanco County Courthouse in the City of Johnson City, Texas, on the 8<sup>th</sup> day of October, 2019, with the following members present, to-wit:

- \_\_\_\_\_, County Judge
- \_\_\_\_\_, Commissioner, Precinct 1
- \_\_\_\_\_, Commissioner, Precinct 2
- \_\_\_\_\_, Commissioner, Precinct 3
- \_\_\_\_\_, Commissioner, Precinct 4

and the following members absent, to-wit:  
\_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A JUSTICE COURT OR COUNTY COURT AT LAW SERVING THE COUNTY, AS APPLICABLE, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

- 1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;
- 2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;
- 3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR
- 4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE COUNTY

WHEN SUCH DEBTS, ACCOUNTS RECEIVABLE AND AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

Commissioner \_\_\_\_\_ introduced the resolution and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Blanco County wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said County and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, Commissioners Court is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY, THAT:

*Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.*

*Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A JUSTICE COURT OR OTHER COUNTY COURT SERVING THE COUNTY WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND*

*(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:*

*(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;*

*(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;*

*(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR*

*(4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE COUNTY,*

*WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.*

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BLANCO COUNTY

BY: \_\_\_\_\_  
Brett Bray County Judge  
Blanco County, Texas

ATTEST:

\_\_\_\_\_  
Blanco County Clerk



## **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF BLANCO

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between Blanco County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

### **Article I**

#### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

### **Article 2**

#### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than

sixty (60) days past due during the term hereof from any Court designated by CLIENT which is governed by CLIENT. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT has discretion as to the nature and volume of fines and fees referred to FIRM under section 2.03. The CLIENT reserves the right to recall any fines and fees referred to the FIRM under section 2.03.

2.05 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.06 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

### **Article 3** *Compensation*

3.01 The CLIENT agrees to pay the FIRM a compensation rate for the services required hereunder of thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

### **Article 4** *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and,



notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

## **Article 5**

### *Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. Prior to providing such additional and/or special services, the FIRM shall provide to CLIENT an estimate of costs associated with such, as well as a summary of the expected recovery. This estimate must be approved by the CLIENT prior to the incursion of costs by the FIRM. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

6.01 This AGREEMENT shall be effective on the date it is fully executed by both parties (the "Effective Date") and shall expire on December 31, 2022 (the "Expiration Date") unless extended as hereinafter provided.

6.02 In addition to the initial term set out in 6.01 above, CLIENT shall have the right to extend this contract for an additional twelve (12) month period. Unless prior to sixty (60) days before the Expiration Date, the CLIENT notifies the FIRM in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period with an expiration date of December 31, 2023. Thereafter, CLIENT shall have the option to renew this contract in the same manner for successive one (1) year terms each with an Expiration Date of December 31 of the respective year.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. Unsatisfactory performance may entail, but is not limited to, insufficient collections on past due accounts and excessive costs associated with collections, as determined by the CLIENT. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7** *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.



7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 In order to comply with Tx. Govt. Code §2270.002 the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.06 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of CMS  
P.O. Box 17428  
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Blanco County Judge  
P.O. Box 387  
Johnson City, Texas 78636

EXECUTED ON the \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Honorable Brett Bray  
Blanco County Judge

Linebarger Goggan Blair & Sampson, LLP

By:   
\_\_\_\_\_  
Steve Bird, Partner  
Linebarger Goggan Blair & Sampson, LLP

ACTION APPROVING CONTRACT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Blanco County Commissioners Court is authorized to execute this Agreement.

After exercising its due diligence, The County finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the County at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the County does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has not provided these specialized legal services to Blanco County in the past.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the County and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

BLANCO COUNTY

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Brett Bray, Blanco County Judge

ATTEST:

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Laura Walla, Blanco County Clerk



**UnitedHealthcare Medicare Supplement  
2020 Renewal Notice and Benefit Confirmation  
Blanco County**

Medical Group # 4439  
Rx Group # 4415

Anniversary Date: 1/1/2020  
Return to TAC by: 10/11/2019

*Please complete and initial each section. Signature on the following page is required to confirm your renewal. Renewal rate is effective from 1/1/2020 – 12/31/2020.*

**MEDICAL PLAN**

**Current Plan:** Medicare Supplement Plan F  
**Current Monthly Rate:** \$ 253.44

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Renew and keep current plan. | Rate effective 1/1/2020: <u>\$ 265.61</u> |
| <input type="checkbox"/> Renew and change to Package _____       | Rate effective 1/1/2020 (retiree choice): |
| Medicare Supplement \$ _____                                     | Medicare Advantage \$ _____               |

\_\_\_\_\_ Initial here to accept 2020 Retiree Medical plan and rate

**PRESCRIPTION DRUG PLAN**

**Current Plan:** Rx Option 1  
**Current Monthly Rate:** \$ 252.91

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Renew and keep current Rx option. | Rate effective 1/1/2020: <u>\$ 265.56</u> |
| <input type="checkbox"/> Renew and change to Package _____            | Rate effective 1/1/2020:                  |
| Medicare Supplement: \$ _____   |   |
| Medicare Advantage: <u>N/A</u> (included in Medical Plan rate)        |   |

\_\_\_\_\_ Initial here to accept 2020 Retiree Prescription Drug Plan and rate

**BILLING METHOD**

**Direct Bill:** Retiree pays 100% of premium and will be billed directly by UnitedHealthcare each month.

\_\_\_\_\_ Initial here to accept Billing Method

**CountyChoice Silver  
UnitedHealthcare  
Member Contact Designations**

CCS Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each section below:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CCS Primary Contact - Main contact for daily matters regarding retiree health benefits:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of County Judge or Contracting Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please PRINT Name and Title