

Blanco County Commissioners' Court

23-Oct-18

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	219,384.38
012	Permanent School Land Fund	868.36
015	Road & Bridge Fund	1,405.65
017	Records Mngmnt Clerk	13,397.95
022	Hazardous Waste	500.00
025	JP1 Technology Fund	5,400.00
Total		240,956.34

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 Dent* Date 09/18/18

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 _____

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-GENERAL FUND LIABILITIES					
	TEXAS WORKFORCE COMMISSION	67135	A	99-881210-0	616.35
	DEPARTMENT TOTAL				616.35
0300-GENERAL FUND REVENUES					
	STATE COMPRTOLLER	67121	A	74-6001460 ELECTRONIC FILING	2,172.86
	STATE COMPRTOLLER	67122	A	74-6001460 DRUG COURT	259.24
	STATE COMPRTOLLER	67123	A	74-6001460 CIVIL FEES	6,417.40
	STATE COMPRTOLLER	67124	A	74-6001460 CRIMINAL FEES	40,599.08
	STATE COMPRTOLLER	67125	A	74-6001460 CHILD SAFETY	125.00
	DEPARTMENT TOTAL				49,573.58
0400-COUNTY JUDGE EXPENSES					
	QUILL CORPORATION	67188	A	INV#1824631 CO JUDGE	38.29
	QUILL CORPORATION	67189	A	INV#1742327 CO JUDGE	69.24
	DEPARTMENT TOTAL				107.53
0410-COUNTY CLERK					
	TEXAS ASSOCIATION OF COUNTIES	67192	A	INV#278586 CO CLERK	180.00
	DEPARTMENT TOTAL				180.00
0411-ELECTIONS ADMINISTRATOR					
	ELECTION SYSTEMS & SOFTWARE	67139	A	INV # 1063190 CO CLERK	10,203.99
	ELECTION SYSTEMS & SOFTWARE	67140	A	INV # 1064326 CO CLERK	2,721.76
	ELECTION SYSTEMS & SOFTWARE	67141	A	INV # 1066494 CO CLERK	2,474.26
	ELECTION SYSTEMS & SOFTWARE	67142	A	INV # 1066406 CO CLERK	65.42
	ELECTION SYSTEMS & SOFTWARE	67143	A	INV # 1064124 CO CLERK	1,729.14
	ELECTION SYSTEMS & SOFTWARE	67144	A	INV # 1052908 CO CLERK	1,590.00
	ELECTION SYSTEMS & SOFTWARE	67145	A	INV # 1062328 CO CLERK	695.87
	ELECTION SYSTEMS & SOFTWARE	67146	A	INV # 1062727 CO CLERK	399.74
	ELECTION SYSTEMS & SOFTWARE	67147	A	INV # 1063202 CO CLERK	7,482.57
	DEPARTMENT TOTAL				27,362.75
0412-DISTRICT CLERK					
	NORTHEAST TEXAS DATA CORP.	67095	A	INV #19360 DIST CLERK	12,390.00
	NORTHEAST TEXAS DATA CORP.	67099	A	INV #19431 DIST CLERK	1,000.00
	DEPARTMENT TOTAL				13,390.00
0415-COUNTY ATTORNEY					
	QUILL CORPORATION	67182	A	INV#1611791 CO ATTY	8.19
	QUILL CORPORATION	67183	A	INV#1623393 CO ATTY	19.06
	QUILL CORPORATION	67184	A	INV#1633788 CO ATTY	391.81
	DEPARTMENT TOTAL				419.06
0425-COUNTY SHERIFF					
	AUTO CHLOR SERVICES, LLC	67053	A	DISHWASHER LEASE	273.05
	EXPRESS AUTOMOTIVE SERVICE	67160	A	INV#3751913 LEC	49.45
	JENNY LIESMANN	67162	A	REIMBURSEMENT	108.78
	JOHNSON CITY PHARMACY	67072	A	JAIL	4.18
	JORGE ZAGADA	67163	A	REIMBURSEMENT	91.59
	MIKEALA BOEHMER	67164	A	REIMBURSEMENT	91.59
	NORTHEAST TEXAS DATA CORP.	67098	A	INV # 19360 LAW ENFORCEMENT	6,950.00
	NORTHEAST TEXAS DATA CORP.	67103	A	INV #19431 LEC	1,000.00
	OFFICE OF THE ATTORNEY GENERAL	67168	A	INV#978-29291, 978-29290 LEC	510.00
	OFFICESUPPLY.COM	67169	A	INV#3092343 LEC	188.34
	OFFICESUPPLY.COM	67170	A	INV#3092343, LEC	48.98
	PEDERNALES ELECTRIC COOP	67107	A	INV #955 LEC	3,331.18

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
PERFORMANCE FOOD SERVICE	67173	A	INV#9297140 LEC	1,274.55
PERFORMANCE FOOD SERVICE	67174	A	INV#9305367 LEC	13.94
PERFORMANCE FOOD SERVICE	67175	A	INV#9305367 LEC	1,096.82
PERFORMANCE FOOD SERVICE	67176	A	INV#9307486 LEC	23.34
PETERSON TIRE	67177	A	INV#BL30422 LEC	7.00
SIGNS ACROSS TEXAS	67114	A	INV #1903	250.00
SOUTHERN HEALTH PARTNERS	67118	A	INV #BASE33534 NOVEMBER BASE	4,161.60
SOUTHERN HEALTH PARTNERS	67119	A	ADP14655 POPULATION INCREASE	353.70
SOUTHERN HEALTH PARTNERS	67120	A	BASE 333300 OCTOBER 2018	4,161.60
TERMINIX	67128	A	WORK #228901 LEC	111.00
TEXAS A&M ENGINEERING EXT SRV	67191	A	INV#RJ7250556 LEC	500.00
TIME WARNER CABLE	67132	A	INV #0144399100518 LEC	570.00
DEPARTMENT TOTAL				25,170.69
0432-COUNTY AUDITOR				
NORTHEAST TEXAS DATA CORP.	67104	A	INV #19431 AUDITOR	1,000.00
DEPARTMENT TOTAL				1,000.00
0435-INDIGENT HEALTH CARE				
BARONS CREEK EMERG PHYS PLLC	67056	A	PATIENT #000020231900BAO	79.62
HILL COUNTRY MEMORIAL HOSPITAL	67152	A	PATIENT #FAA369198	199.63
JOHNSON CITY PHARMACY	67073	A	INDIGENT	141.52
DEPARTMENT TOTAL				420.77
0440-COUNTY EXTENSION AGENCY				
PROGRESSIVE AGRICULTURE FOUNDATION	67181	A	SAFETY DAY TRAINING	75.00
QUILL CORPORATION	67186	A	INV#9980123 AG EXT	46.49
QUILL CORPORATION	67187	A	INV#9918273	25.99
DEPARTMENT TOTAL				147.48
0445-EMERGENCY MANAGEMENT				
BURNET COUNTY TREASURER	67151	A	WESTERN CO TOWER SYS SEPTEMBER 2018	2,220.54
DIALTONESERVICEES L.P.	67059	A	ACCT #10000001488 CO JUDGE	6.99
DIALTONESERVICEES L.P.	67060	A	ACCT #10000001487 EMC	6.99
DIALTONESERVICEES L.P.	67061	A	ACCT #10000001486 CONSTABLE 1	6.99
DIALTONESERVICEES L.P.	67062	A	ACCT #10000001485 PCT 2	6.99
DIALTONESERVICEES L.P.	67063	A	ACCT #10000001443 CONSTABLE 1	6.99
DIALTONESERVICEES L.P.	67064	A	ACCT #10000001489 SHERIFF	6.99
DEPARTMENT TOTAL				2,262.48
0450-JUDICIAL EXPENSES				
NATALIE WALLACE BENNETT	67076	A	33RD CASE #CV08361	37.50
NATALIE WALLACE BENNETT	67077	A	33RD CASE #CV08050	18.75
NATALIE WALLACE BENNETT	67078	A	33RD CASE #CV08050	318.75
NATALIE WALLACE BENNETT	67079	A	33RD CASE #CV08261	18.75
NATALIE WALLACE BENNETT	67080	A	33RD CASE #CV08438	168.75
NATALIE WALLACE BENNETT	67081	A	33RD CASE #CV08437	318.75
NATALIE WALLACE BENNETT	67082	A	33RD CASE #CV08438	18.75
NATALIE WALLACE BENNETT	67083	A	33RD CASE #CV08438	300.00
NATALIE WALLACE BENNETT	67084	A	33RD CASE #CV08472	262.50
NATALIE WALLACE BENNETT	67085	A	33RD CASE #CV08472	243.75
NATALIE WALLACE BENNETT	67086	A	33RD CASE #CV08467	243.75
NATALIE WALLACE BENNETT	67087	A	424TH CASE #CV 08363	75.00
NATALIE WALLACE BENNETT	67088	A	424TH CASE #CV 08363	168.75
NATALIE WALLACE BENNETT	67089	A	424TH CASE #CV 08362	131.25
NATALIE WALLACE BENNETT	67090	A	424TH CASE #CV 08363	187.50
NATALIE WALLACE BENNETT	67091	A	424TH CASE #CV 08363	412.50

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
NATALIE WALLACE BENNETT	67092	A	424TH CASE #CV 08522	75.00
NATALIE WALLACE BENNETT	67093	A	424TH CASE #CV 08472	75.00
REGIONAL PUBLIC DEFENDER FOR CAPITA	67112	A	YEAR 2019	6,426.00
ROBERT J. FALKENBERG	67113	A	424TH CV #08308	532.50
SONYA R. CARRILLO, PLLC	67115	A	33RD CAUSE #CV08456	71.25
SONYA R. CARRILLO, PLLC	67116	A	33RD CAUSE #CV08456	75.00
SONYA R. CARRILLO, PLLC	67117	A	33RD CAUSE #CV08454	112.50
THIRD ADMINISTRATIVE JUD REG	67129	A	ASSESSMENT FOR 18-19	665.50
TRAVIS COUNTY CLERK	67131	A	CAUSE #C-1-MH-18-001793	429.00
ZACHARY HUDLER	67136	A	CASE #5545	250.00
ZACHARY HUDLER	67153	A	CASE #05738	200.00
DEPARTMENT TOTAL				11,836.75
0451-DISTRICT JUDGE				
ALAN GARRETT	67137	A	JUVENILE BOARD COMP	100.00
BURNET COUNTY TREASURER	67149	A	DISTRICT JUDGE SEPTEMBER 2018	4,354.47
EVAN C. STUBBS	67138	A	JUVENILE BOARD COMP, 424TH	100.00
DEPARTMENT TOTAL				4,554.47
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	67150	A	DISTRICT ATTORNEY SEPTEMBER 2018	13,086.00
DEPARTMENT TOTAL				13,086.00
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	67074	A	OCTOBER 2018	4,470.99
DEPARTMENT TOTAL				4,470.99
0455-COMMUNITY SERVICES				
BLANCO GOOD SAMARITAN CENTER	67057	A	2018-2019 ALLOCATION	2,500.00
DEPARTMENT TOTAL				2,500.00
0500-COURTHOUSE EXPENSES				
AQUA TREATMENT SERVICES	67052	A	INV #5867 FAIR GROUNDS	110.00
CAPITOL AREA COUNCIL OF GOVERNMENTS	67058	A	INV #2019M 166	573.00
DAVID PILON	67158	A	REIMBURSEMENT	10.80
EXPRESS AUTOMOTIVE SERVICE	67159	A	INV#3751796 MAINTENANCE TRUCK	135.69
GOVDEALS	67065	A	ACCT #1231	14.02
GVTC	67068	A	830-833-1077 PCT 1 PCT 4 INTERNET	74.96
GVTC	67069	A	830-833-4212 SOUTH ANNEX	341.97
GVTC	67070	A	830-833-4212 SOUTH ANNEX INTERNET	109.91
HEFFERNAN INS DBA ADAMS INS, AGENCY	67071	A	SURETY BOND CONSTABLE 1	93.00
LOFTIN EQUIPMENT CO.	67148	A	INV #S133684 GENERATOR INSPECTION	335.00
LOWER COLORADO RIVER AUTHORITY	67075	A	INV #TWER0005591	260.84
ODIORNE FEED/RANCH SUPPLY INC	67166	A	INV#138215 LEC	161.00
ODIORNE LANDSCAPING	67167	A	INV: AUGUST	393.00
OMNIBASE SERVICES OF TEXAS, LP	67105	A	ID #001016 JP 1	288.96
OMNIBASE SERVICES OF TEXAS, LP	67106	A	ID #001016 JP 4	170.22
PEDERNALES ELECTRIC COOP	67108	A	INV #955 COUNTY	2,276.81
QUILL CORPORATION	67185	A	INV#1597240 CH	149.97
TERMINIX	67126	A	WORK #228693 OLD JAIL	47.00
TERMINIX	67127	A	WORK #228901 ANNEX	100.00
TEXAS AGRILIFE EXTENSION CONFERENCE	67190	A	DISTRICT 10 CONF. T. WEIR	70.00
TEXAS ASSOCIATION OF COUNTIES	67193	A	INV#278506 LIESMANN	60.00
TEXAS DEPARTMENT OF STATE HEALTH SE	67194	A	ANNUAL JAIL KITCHEN INSPECTION	150.00
THIRD COAST DISTRIBUTING, LLC	67200	A	INV#754591 MAINTENANCE TRUCK	27.47
THYSSENKRUPP ELEVATOR CORPORATION	67130	A	CUST#62668	267.90
VERTICAL BRIDGE TOWER II, LLC	67133	A	CUST #C-00002845	619.03
DEPARTMENT TOTAL				6,840.55

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
TEXAS STATE UNIVERSITY	67197	A	registration for R. Brodbeck	150.00
DEPARTMENT TOTAL				150.00
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	67097	A	INV # 19360 JP 4	4,400.00
NORTHEAST TEXAS DATA CORP.	67102	A	INV #19431 JP 4	1,000.00
TEXAS STATE UNIVERSITY	67195	A	REGISTRATION FOR PATTY COFFEE	150.00
TEXAS STATE UNIVERSITY	67196	A	REGISTRATION HR RILEY, JR	150.00
DEPARTMENT TOTAL				5,700.00
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	67157	A	ACCT#2411 RECYCLING	23.93
DEPARTMENT TOTAL				23.93
0560-GENERAL FUND CAPITAL EQUIPMENT				
ZUERCHER TECHNOLOGIES, LLC	67154	A	INV #PA0001266 CONTRACT #P2557	49,571.00
DEPARTMENT TOTAL				49,571.00
FUND TOTAL				219,384.38

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-PERMANENT SCHOOL LAND EXPENSES				
BAILEY CENTRAL APPRAISAL DIST	67054	A	ID #28093	726.13
BAILEY CENTRAL APPRAISAL DIST	67055	A	ID #15161	142.23
DEPARTMENT TOTAL				868.36
FUND TOTAL				868.36

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
GVTC	67067	A	830-833-1077 PCT 1	43.31
PATHMARK TRAFFIC PRODCT/TX INC	67171	A	INV#029358 PCT 1	662.00
PATHMARK TRAFFIC PRODCT/TX INC	67172	A	INV#029425 PCT 1	191.25
PETERSON TIRE	67180	A	INV#BL30390 PCT 1	27.95
THOMAS WEIR	67201	A	REIMBURSEMENT	29.12
DEPARTMENT TOTAL				953.63
0550-R&B PCT #2				
BLANCO COUNTY TAX ASSESSOR-COLLECT	67155	A	LICENSE TAG #1199662 PCT 2	7.50
PETERSON TIRE	67178	A	INV#JC29072 PCT 2	7.00
DEPARTMENT TOTAL				14.50
0560-R&B PCT #3				
GARY HOBBS TIRE SERVICE	67161	A	INV#14592 PCT 3	40.00
THIRD COAST DISTRIBUTING, LLC	67199	A	INV#983384 PCT 3	27.77
DEPARTMENT TOTAL				67.77
0570-R&B PCT #4				
GVTC	67066	A	830-833-1077 PCT 4	42.95
MOBLEY WELDING SERVICE	67165	A	WELDING REPAIR PCT 4	300.00
PETERSON TIRE	67179	A	INV#BL30406 PCT 4	20.00
THIRD COAST DISTRIBUTING, LLC	67198	A	INV#754676 & CR, PCT 4	6.80
DEPARTMENT TOTAL				369.75
FUND TOTAL				1,405.65

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
NORTHEAST TEXAS DATA CORP.	67094	A	INV #19360 COUNTY CLERK	12,125.00
NORTHEAST TEXAS DATA CORP.	67100	A	INV #19431 COUNTY CLERK	1,000.00
PROFESSIONAL PLOTTER TECHNOLOGIES	67109	A	INV #48869 CO CLERK	91.90
PROFESSIONAL PLOTTER TECHNOLOGIES	67110	A	INV #49306 CO CLERK	93.35
PROFESSIONAL PLOTTER TECHNOLOGIES	67111	A	INV #48269 CO CLERK	87.70
DEPARTMENT TOTAL				13,397.95
FUND TOTAL				13,397.95

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-HAZARADOUS WASTE EXPENSES				
BLANCO COUNTY PUBLICATIONS LP	67156	A	INV#1782 HHW EVENT	500.00
DEPARTMENT TOTAL				500.00
FUND TOTAL				500.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JP 1 TECHNOLOGY EXPENCES				
NORTHEAST TEXAS DATA CORP.	67096	A	INV # 19360 JP 1	4,400.00
NORTHEAST TEXAS DATA CORP.	67101	A	INV #19431 JP 1	1,000.00
DEPARTMENT TOTAL				5,400.00
FUND TOTAL				5,400.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL				240,956.34

Order Creating Elections Administrator

We, the undersigned, being the membership of the Commissioners Court for Blanco County do hereby order that the position of Elections Administrator be created for said county effective October 1, 2018.

The County Clerk is hereby instructed to send a copy of this order to each member of the County Election Commission, the Secretary of State and Comptroller of Public Accounts.

Approved by oral motion on the 28th day of August, 2018 and adopted by order this ____ day of October, 2018.

Brett Bray, Blanco County Judge

Tommy Weir, Commissioner Pct. 1

James Sultemeier, Commissioner, Pct. 2

Chris Liesmann, Commissioner Pct. 3

Paul Granberg, Commissioner Pct. 4

THE STATE OF TEXAS
COUNTY OF BLANCO

I, Laura Walla, County Clerk of Blanco County, do hereby certify that the attached is a true and correct copy of the order by the Commissioner's Court creating the Office of County Elections Administrator.

Witness my hand and seal of the office this the ____ day of _____, 2018.

Laura Walla, Blanco County Clerk

33RD /424TH JUDICIAL DISTRICT COURTS

REVISED ADMINISTRATIVE ORDER

SETTING COMPENSATION FOR ADDITIONAL COURT REPORTERS


AS REQUIRED BY THE COURT

- A. Appearance for ½ day session of Court (1-4 hours) \$ 300.00
- B. Appearance for full day session of Court \$ 400.00
- C. If reporter is notified within 72 hours of cancelled scheduled session No Fee
- D. If reporter is notified within 24 hours of cancelled of scheduled session \$ 100.00
- E. If no notice of cancellation of scheduled session is received by reporter and reporter appears \$ 100.00
- F. Mileage will be paid at the State mileage reimbursement rate.


It is further **ORDERED** that each county within the 33rd and 424th Judicial District pay the compensation and expenses of additional court reporters used in the District from such county from the General Fund of each county at the rates set out above, and in the proportions set forth above for each county.

It is further **ORDERED** that the District Clerks of the Counties of Blanco, Burnet, Llano and San Saba, State of Texas, file this Order and certify same to the Commissioners' Courts of their respective counties, and that said Commissioners' Courts shall cause this Order to be recorded in their minutes and ordered to be filed in the office of the District Clerks of the Counties of Burnet, Llano, Blanco, and San Saba, Texas, and maintained as a public record as part of this Order.

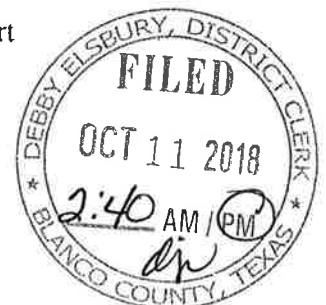
Signed this 10th of October, 2018.




J. Allan Garrett
Presiding Judge
33rd Judicial District Court



Evan Stubbs
Presiding Judge
424th Judicial District Court

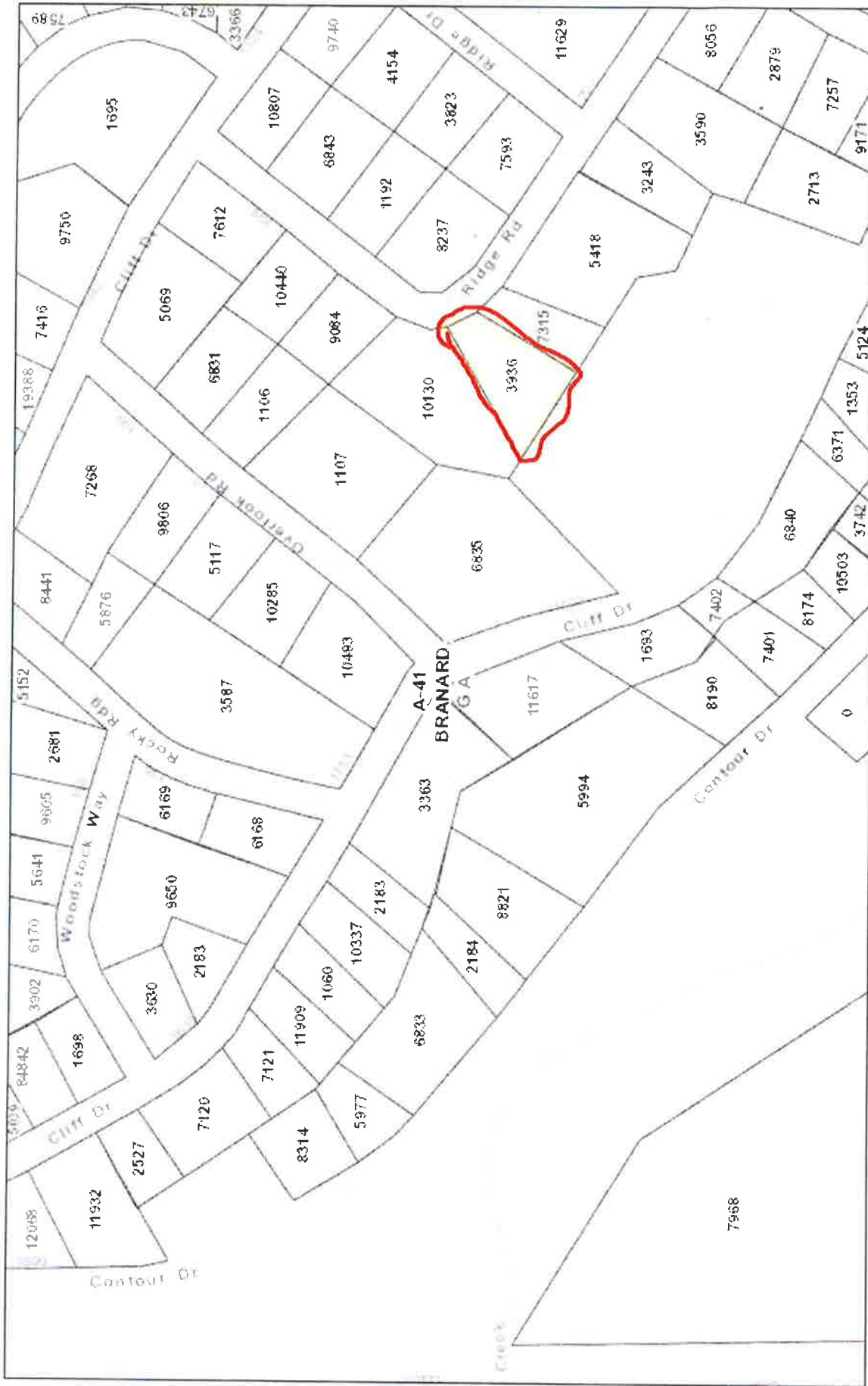


I, Debbie Elsbury, Blanco County District Clerk, hereby certify that the foregoing Administrative Order was submitted to the Commissioner's Court of Blanco County, Texas, on the 23rd day of October, 2018, for recording in the minutes of said Court.



Debbie Elsbury
District Clerk
Blanco County, Texas

Map Title



October 11, 2018

Parcels

Abstracts

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Bianco Central Appraisal District, BIS Consulting - www.bisconsultants.com
Comal County, Esri, HERE, Garmin, INCREMENT P, NGA, USGS | Esri, HERE |

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS FOR REAL PROPERTY

Sec. 263.001. SALE OR LEASE OF REAL PROPERTY. (a) The commissioners court of a county, by an order entered in its minutes, may appoint a commissioner to sell or lease real property owned by the county. The sale or lease must be made at a public auction held in accordance with this section unless this chapter provides otherwise.

(b) The appointed commissioner must publish notice of the auction before the 20th day before the date the auction is held. The notice must be published in English in a newspaper in the county in which the real property is located and in the county that owns the real property if not the same county. The notice must be published once a week for three consecutive weeks before the date the auction is held.

(c) If the real property is sold, a deed that is made on behalf of the county by the appointed commissioner in conformance with the order entered under Subsection (a) and that is properly acknowledged, proved, and recorded is sufficient to convey the county's interest in the property.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 263.007. SALE OR LEASE OF REAL PROPERTY THROUGH SEALED-BID PROCEDURE. (a) The commissioners court of a county may adopt a procedure by which the county may sell or lease through a sealed-bid or sealed-proposal procedure any real property, including space in a building, owned by the county.

(b) The procedure must include a requirement that the county publish, before a sale or lease is made, a notice of its intent to sell or lease, as appropriate, the real property. The notice must:

(1) be published in a newspaper of general circulation in the county the commissioners court represents and, if the real property is located in another county, in a newspaper of general circulation in that other county;

(2) be published on two dates, with the date of the second publication occurring before the 14th day before the date the award of the sale or lease is made;

(3) include a description of the real property, including its location; and

(4) include a description of the procedure by which sealed bids or sealed proposals for the sale or lease may be submitted.

(c) Before selling property under this section, the commissioners court shall:

(1) obtain an appraisal of the property's fair market value; and

(2) determine a minimum bid amount, based on the appraisal.

(d) Under the procedure, the commissioners court may reject any and all bids submitted.

(e)(1) The commissioners court of a county may lease real property owned or controlled by the county that was formerly owned or controlled by the Texas Department of Mental Health and Mental Retardation to a federal, state, or local government entity for any purpose or to a nonprofit organization that is exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)), to conduct health and human service activities or such other activities which the commissioners court finds to be in the public interest, without using the sealed-bid or sealed-proposal process described in Subsection (a) and without using any other

competitive bidding process which would otherwise be required by law.

(2) The commissioners court of a county with a population of one million or more that contains two or more municipalities with a population of 250,000 or more may lease real property owned or controlled by the county to a for-profit entity to conduct health and human service activities which the commissioners court finds to be in the public interest, without using the sealed-bid or sealed-proposal process described in Subsection (a) and without using any other competitive bidding process which would otherwise be required by law.

(3) Except as provided by Subdivision (4), a commissioners court of a county that chooses to lease under this subsection shall declare its intent to do so through written notice posted in the same place and manner as the commissioners court posts its regular meeting agenda not later than 30 days prior to the beginning of the lease period. In setting the terms and conditions of the lease, including but not limited to the amount of the lease payment, the commissioners court may consider local business custom regarding leases and the reasonable market value of the leasehold, but the commissioners court is not bound thereby and may also consider the extent to which the provision of services or the other activities to be performed by the lessee will benefit the public. This subsection does not limit the ability of a commissioners court to enter into interlocal agreements, contracts, or any other arrangement permitted by law.

(4) The 30-day posting period provided by Subdivision (3) does not apply to a lease under Subdivision (1) or (2) if:

(A) the duration of the lease is 95 days or less; and

(B) the lease is to provide short-term emergency disaster relief services to persons as a result of a disaster in the county or to evacuees from another area as a result of an emergency evacuation from that area.

(f) The procedure authorized by this section is an alternative procedure to the procedure authorized by Section 272.001.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 60(a), eff. Aug. 28, 1989. Amended by Acts 1990, 71st Leg., 6th C.S., ch. 13, Sec. 1, eff. June 14, 1990; Acts 1995, 74th Leg., ch. 145, Sec. 1, eff. May 19, 1995; Acts 1999, 76th Leg., ch. 14, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 138 (S.B. 336), Sec. 1, eff. May 18, 2007.

Sec. 263.008. BROKER AGREEMENTS AND FEES FOR THE SALE OF REAL PROPERTY. (a) In this section, "broker" means a person licensed as a broker under Chapter 1101, Occupations Code.

(b) The commissioners court of a county may contract with a broker to sell or lease a tract of real property that is owned by the county.

(c) The commissioners court of a county may pay a fee if a broker produces a ready, willing, and able buyer or lessee to purchase or lease a tract of real property.

(d) If a contract made under Subsection (b) requires a broker to list the tract of real property for sale or lease for at least 30 days with a multiple-listing service used by other brokers in the county, the commissioners court on or after the 30th day after the date the property is listed may sell or lease the tract of real property to a ready, willing, and able buyer or lessee who is produced by any broker using the multiple-listing service and who submits the highest cash offer.

(e) The commissioners court may sell or lease a tract of real property under this section without complying with the requirements for conducting a public auction, including the requirements prescribed by Section 263.001.

Added by Acts 1991, 72nd Leg., ch. 421, Sec. 1, eff. Aug. 26, 1991. Amended by Acts 1999, 76th Leg., ch. 1328, Sec. 1, eff. June 18, 1999; Acts 2003, 78th Leg., ch. 1276, Sec. 14A.790, eff. Sept. 1, 2003.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 88 (H.B. 1288), Sec. 1, eff. May 23, 2017.

EMERGENCY SERVICES DISPATCH AGREEMENT
BETWEEN ~~GRIMES COUNTY~~BLANCO COUNTY, TEXAS
AND
MONTGOMERY COUNTY HOSPITAL DISTRICT

This Agreement ("Agreement") is made by and between ~~Grimes County~~Blanco County, Texas, a political subdivision of the State of Texas ("COUNTY") and Montgomery County Hospital District, a political subdivision of the State of Texas organized pursuant to chapter 1063, Texas Special District Local Laws Code, ("MCHD").

WITNESSETH:

WHEREAS, COUNTY desires to retain MCHD for purposes of providing radio communications dispatch services on COUNTY's behalf by and through MCHD's radio communications dispatch center using MCHD's employees and equipment.

WHEREAS, MCHD possesses a fully-licensed radio communications dispatch system and emergency radio dispatch personnel sufficient to handle COUNTY's needs as contemplated herein; and

WHEREAS, MCHD is amenable to providing communications dispatch services to COUNTY on the terms and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, COUNTY and MCHD agree as follows:

ARTICLE I
Project Services

A. The project services to be jointly conducted by this Agreement involve the provision of public safety radio communications dispatch services (hereinafter referred to as the "Project Services").

B. The Project Services rendered by MCHD to COUNTY shall be supported by funds appropriated and budgeted by COUNTY each fiscal year during the term of this Agreement including renewal terms, and paid to MCHD for such Project Services as outlined herein.

C. The initial term of the Agreement shall commence on the effective date ("Effective Date") as set forth below and shall continue for a term of one year, such initial term expiring on the anniversary of the Effective Date, unless sooner terminated by a Party as

provided herein. Upon the expiration of the initial term, the Agreement shall be automatically renewed and extended for additional terms of one year ("renewal terms") until terminated. This Agreement may be terminated by either Party at any time during the initial term or during any renewal term by providing at least sixty (60) days written notice to the other party. In the event of termination, MCHD shall be compensated for Project Services provided through the date of termination.

D. The MCHD shall furnish at its sole expense all public safety radio communications dispatch equipment and personnel necessary to perform its respective obligations under this Agreement, including the Project Services more fully described in Exhibit "A" which is attached to and made a part of this Agreement at its radio dispatch center located at 1400 South Loop 336 West, Conroe, Texas 77304.

E. COUNTY shall pay MCHD for the performance of Project Services under this Agreement, such sums to be paid in accordance with the payment schedule attached hereto as Exhibit B. MCHD agrees to use its best efforts to perform the Project Services and all obligations under this Agreement in a reasonable and businesslike manner on a 24/7/365 basis throughout the term of this Agreement.

F. All services rendered under this Agreement shall be performed under the general guidance and technical direction of MCHD supervisors, but with input and guidance from designated officials at COUNTY's offices. Such guidance and direction shall not, however, effect any change in the payment provisions of this Agreement, increase its estimated cost, extend the period of performance, or otherwise alter the provision of Project Services to other entities by MCHD under similar agreements.

ARTICLE II Responsibilities of MCHD

MCHD shall:

A. Provide the Project Services set forth on Exhibit "A" as an independent MCHD on COUNTY's behalf.

B. Maintain its status necessary to satisfy any of COUNTY's requirements which may be applicable.

C. Provide such reports as may be reasonably requested by COUNTY regarding the Project Services.

D. Provide such fiscal and administrative information as may be reasonably necessary for COUNTY to properly pay MCHD for the Project Services rendered pursuant to this Agreement.

E. Allocate those physical and human resources necessary to perform the functions and provide the Project Services set forth on Exhibit "A".

E. Maintain all required licenses and permits required for MCHD to provide the Project Services contemplated in Exhibit "A".

F. Have available for inspection, review, and audit by COUNTY and its representatives, such other books of account, files and other records of MCHD which are applicable to this Agreement.

G. Use reasonable efforts to keep its communications center in a state of readiness and to have contingency plans for equipment failure and/or personnel shortages. Readiness shall mean that the communications center, staff and any MCHD supplied equipment shall be available to provide the Services.

H. Comply with the patient privacy practices set forth in Article XI below.

ARTICLE III
Responsibilities of COUNTY

COUNTY shall:

A. Provide coordination and such other information as is reasonably necessary to allow MCHD to perform the Project Services as are set forth in Exhibit "A" on COUNTY'S behalf.

B. Make payment to MCHD for the performance and provision of the Project Services set forth in Exhibit "A", such payments in the amounts set forth in the payment schedule attached hereto as Exhibit "B".

ARTICLE IV
Billing Instructions

A. MCHD shall submit monthly lump sum invoices to COUNTY for reimbursement of expenses incurred for MCHD's performance hereunder in accordance with the payment

schedule attached hereto as Exhibit "B". COUNTY shall review and pay all undisputed invoices submitted by MCHD for Project Services in the manner set forth in the Prompt Payment Act, ch. 2241 TEXAS GOVERNMENT CODE.

B. Both parties agree that COUNTY may withhold payment of any expenditure that appears questionable or for which additional information or support is required. COUNTY agrees to notify MCHD promptly of the item(s) being withheld from payment and the reasons therefore. MCHD agrees to furnish COUNTY such information as may be required to satisfy reimbursement of the item(s) in question.

ARTICLE V
Amendment and Modification

This Agreement, or any portion hereof, may be amended or modified at any time as mutually agreed upon, but only by a written amendment approved and executed by the parties.

ARTICLE VI
Notices

Notices, amendments, modifications, billings, and all other communications shall be addressed to COUNTY as follows:

~~Grimes County~~Blanco County, Texas

Attn: _____

and to MCHD as follows:

Montgomery County Hospital District
Attn: Chief Administrative Officer
P.O. Box 478
Conroe, Texas 77304

and a copy of all notices, amendments, and all other communications to:

Agreement between ~~Grimes County~~Blanco County and Montgomery County Hospital District

J. Greg Hudson
Hudson & O'Leary LLP
1010 MoPac Circle, Suite 201
Austin, Texas 78746

ARTICLE VII
Governing Laws

This Agreement is to be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

ARTICLE VIII
Severability

The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

ARTICLE IX
Dispute Resolution

The Parties expressly agree that all disputes arising under this Agreement, except those alleging criminal conduct on behalf of one or more Parties, shall be resolved in ~~Grimes County~~ Blanco County, Texas, and in the following order of preference:

- A. by good faith negotiation between representatives of the Parties who have authority to fully and finally resolve the dispute;
- B. if necessary, by non-binding mediation at a location acceptable to both using a neutral mediator having relevant experience, with costs of mediation shared equally.

ARTICLE X
HIPAA Compliance

MCHD agrees to keep private and to secure any information provided by COUNTY that is considered either Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy

Regulations) and 45 CFR Part 142 (HIPAA Security Regulations) should the HIPAA Security Regulations become final and effective. MCHD agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, which may include the proper management and administration of the Agreement and MCHD may provide data aggregation services to the health care operations of COUNTY. MCHD will not use or further disclose PHI other than as permitted under this Agreement and MCHD will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. MCHD agrees to promptly notify COUNTY of any use or disclosure of PHI not provided for in this Agreement. MCHD agrees to notify COUNTY of its corrective actions to cure any breaches as soon as possible. MCHD understands that COUNTY may terminate this Agreement immediately if MCHD's actions are not successful in remedying the breach and COUNTY may report the problem to the Secretary of Health and Human Services. MCHD shall require any agents or subMCHDs who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. MCHD agrees to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. MCHD agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by COUNTY available to the Secretary of Health and Human Services or COUNTY for purposes of determining the MCHD's compliance with the HIPAA Privacy Regulations. After MCHD has completed working with or using PHI provided by COUNTY, MCHD agrees to return or destroy all PHI if feasible and if not feasible MCHD agrees to continue to protect the PHI from wrongful uses and disclosures. If MCHD decides to destroy PHI provided by COUNTY under this Agreement, MCHD will keep a record of the proper destruction or provide COUNTY with notice and certification of proper destruction of PHI

ARTICLE XI
Merger and Amendment

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.

ARTICLE XII
Appropriations

Funds to pay for performance for this agreement shall be paid from budgeted and appropriated by COUNTY, and the continuation of this Agreement beyond COUNTY's fiscal year shall be contingent on funds being appropriated and budgeted by COUNTY in amounts sufficient to pay its obligations hereunder. If no funds or insufficient funds are appropriated in any future fiscal period for monies due under this Agreement, then COUNTY will immediately notify MCHD of such occurrence, and this Agreement shall terminate, either in whole or in part,

as of the date that funding for the Agreement becomes unavailable, without penalty or expense to COUNTY of any kind, except as to the proportions of monies herein agreed upon and for which appropriated funds shall have been allocated to, and budgeted by, the Commissioners Court of COUNTY.

ARTICLE XIII
Limitation of Liability

In no event, whether as a result of Agreement, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of Agreement. Nothing in this Agreement shall be construed to waive or affect COUNTY's or MCHD's immunities and other defenses to claims of third parties. However, COUNTY and MCHD each waive immunity from suit and damages but only to the extent necessary for either party to enforce the terms and conditions of this Agreement, or seek damages as a result of a breach thereof.

ARTICLE XIV
Attorneys' Fees

In the event that it becomes necessary for either Party to enforce any rights or obligations outlined herein, through litigation, arbitration, or other similar proceeding, the Party substantially prevailing in any such action shall be entitled to recover all costs associated therewith, including without limitation all reasonable attorneys' fees, expert witness fees and all other fees and costs as governed by the State of Texas.

ARTICLE XV
Force Majeure

Neither Party shall be liable to the other Party for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from causes beyond the nonperforming Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively, "Force Majeure"). If either Party is unable to perform as a result of Force Majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other Party. During any period of Force Majeure, MCHD need not maintain its personnel or any special equipment on a readiness basis to the Project Services, but shall be free to utilize them elsewhere or to substitute similar personnel or equipment therefor, all as MCHD may determine in its sole discretion.

ARTICLE XVI
Assignment

Neither Party may assign its rights or subagree to its duties under this Agreement without the express written consent of the other Party. An attempted assignment of this Agreement in violation of this paragraph is void.

ARTICLE XVII
Confidentiality

The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement to the extent permitted by law.

The Parties' duly authorized representatives will notify the other Party upon receipt of any requests for information pertaining to the substance of this Agreement.

ARTICLE XVIII
Miscellaneous

For purposes of this Agreement, terms not specifically defined herein are defined in the applicable laws of the State of Texas.

Each Party represents and warrants that in the performance of its respective responsibilities and obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas.

Each Party has agreed that any compensation to be paid to the other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein.

Each individual signing this Agreement 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.

This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, Agreements and documents executed, adopted, or approved pursuant to this Agreement, which will include any exhibit, attachment, addendum or associated document, will be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

The Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect, provided the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable.

This Agreement is binding on, and ensures to the benefit of, the Parties' and their authorized assignees' successors in interest.

This Agreement may be executed in duplicate originals.

This Agreement shall be effective as of _____ day of _____, 2017
("Effective Date") regardless of when executed by the parties designated representatives.

Montgomery County Hospital District

~~Grimes County~~ Blanco County, Texas

MCHD:

COUNTY:

Randy Johnson
Chief Executive Officer

Name: _____
Title: _____

Date

Date

Attest:

Exhibit A
Project Services To Be Provided By MCHD

1. Maintain accreditation of their Emergency Medical Dispatch Center (EMDC);
2. Provide technical capability to receive emergency call transfers from participating Public Safety Answering Points (PSAPs) for the purpose of providing pre-arrival instructions as determined by established, nationally recognized protocols;
3. Allocate the physical space and certified emergency medical dispatchers necessary to meet 24x7x365 call demand;
4. Design criteria and protocols and provide oversight as needed to conduct the program;
5. Provide orientation and training to local participating PSAP coordinators and dispatchers to engage EMDC services;
6. Maintain documentation of quality assurance analysis and control activities;
7. Provide quarterly reports of call volume for ~~Grimes County~~Blanco County;
8. Provide invoices on a regular basis for ~~Grimes County~~Blanco County; and
9. Have available for inspection, review, and audit by ~~Grimes County~~Blanco County and its representatives, the books of account, files and other records of MCHD which are applicable to this Agreement.

Exhibit B
Payment Schedule

\$18.00 per call/minimum of 10 calls per month – invoiced monthly for each month of contract term.