

**BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER**

DATE: 11/15/18

TO: **HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS**

FROM: Brett Bray

DEPARTMENT General Fund Capital Equipment

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>Capital Equipment</u>	<u>Water tank for dump truck</u>	<u>10-560-537</u>	<u>\$ 604.00</u>

TO: <u>Capital Equipment</u>	<u>Quick mill cold planer</u>	<u>10-560-537</u>	<u>\$ 604.00</u>
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Reason for request:

cold planer acutal cost was higher than original estimate

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



Co Judge/Commissioners' Court Approval  
(as needed)

Attest: County Clerk  
(if Commissioners' Court Action)

# Blanco County Commissioners' Court

27-Nov-18

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	35,732.76
015	Road & Bridge Fund	7,138.69
017	Records Mngmt Clerk	97.60
<b>Total</b>		<b>42,969.05</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 Dent*

Date

11/21/18

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
0300-GENERAL FUND REVENUES				
STATE COMPTROLLER	67506	A	1-74-6001460-2 CIVIL FEES	28.00
DEPARTMENT TOTAL				28.00
0412-DISTRICT CLERK				
DEBBY ELSBURY	67536	A	REIMBURSEMENT	50.00
DEBBY ELSBURY	67537	A	REIMBURSEMENT	55.92
DEPARTMENT TOTAL				105.92
0415-COUNTY ATTORNEY				
TEXAS DIST. & CO ATTY ASSOC	67551	A	REGISTRATION FOR D. EARLY	350.00
DEPARTMENT TOTAL				350.00
0425-COUNTY SHERIFF				
AUTO CHLOR SERVICES, LLC	67473	A	INV #5896188 JAIL	316.10
BLANCO COUNTY TAX ASSESSOR-COLLECT	67533	A	LICENSE TAG #1143077 LEC	7.50
EXPRESS AUTOMOTIVE SERVICE	67538	A	INV#3752343 LEC	129.95
MILLER UNIFORMS & EMBLEMS, INC.	67540	A	INV#125813 LEC	123.30
PAY AND SAVE INC.	67541	A	ACCT#137002 LEC	19.95
PAY AND SAVE INC.	67542	A	ACCT#137002 LEC	59.80
PEDERNALES ELECTRIC COOP	67500	A	INV #955 JAIL	2,787.48
PERFORMANCE FOOD SERVICE	67544	A	INV#9341253 LEC	1,140.84
PERFORMANCE FOOD SERVICE	67545	A	INV#9341253 LEC	6.97
PERSONNEL EVALUATION INC	67501	A	INV #29856 JAIL	20.00
PETERSON TIRE	67547	A	INV#BL30727 LEC	7.00
SOUTHERN HEALTH PARTNERS	67505	A	INV #BASE33771 JAIL	4,161.60
TEXAS A&M ENGINEERING EXT SRV	67550	A	INV#RJ7251145 LEC	450.00
TIME WARNER CABLE	67511	A	ACCT #8260161060144399 JAIL	570.00
DEPARTMENT TOTAL				9,800.49
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	67474	A	PATIENT #H73000097612500	52.73
BLANCO PHARMACY & WELLNESS	67478	A	ACCT # 113	165.65
DEPARTMENT TOTAL				218.38
0440-COUNTY EXTENSION AGENCY				
CHRIS WIEMERS	67534	A	REIMBURSEMENT	156.96
GRETCHEN L. SANDERS	67539	A	REIMBURSEMENT	331.36
DEPARTMENT TOTAL				488.32
0445-EMERGENCY MANAGEMENT				
DIALTONESERVICEES L.P.	67486	A	ACCT #10000001443 CONSTABLE 1	7.03
DIALTONESERVICEES L.P.	67487	A	ACCT #10000001485 PCT 2	7.03
DIALTONESERVICEES L.P.	67488	A	ACCT #10000001486 CONSTABLE 1	7.03
DIALTONESERVICEES L.P.	67489	A	ACCT #10000001487 EMC	7.03
DIALTONESERVICEES L.P.	67490	A	ACCT #10000001488 JUDGE	7.03
DIALTONESERVICEES L.P.	67491	A	ACCT #10000001489 SHERIFF	7.03
GARY HOBBS TIRE SERVICE	67559	A	INV#15240 EM MGMT	20.00
DEPARTMENT TOTAL				62.18
0450-JUDICIAL EXPENSES				
33RD & 424TH JUDICIAL DISTRICTS CSC	67479	A	DISTRICT BOND SUPERVISOR	487.11
BLANCO CO CHILD PROTECTION BD	67475	A	JURY DONATIONS	80.00
CENTRAL TEXAS AUTOPSY PLLC	67480	A	INV #12545 CTA 036-18	2,100.00
CENTRAL TEXAS AUTOPSY PLLC	67481	A	INV #12546 CTA 149-18	2,100.00
CENTRAL TEXAS AUTOPSY PLLC	67482	A	INV #12548 CTA 250-18	2,100.00
CROFTS - CROW FUNERAL HOME	67483	A	TRANSPORT BROWN	350.00

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
CROFTS - CROW FUNERAL HOME	67484	A	TRANSPORT FISCHER	350.00
CROFTS - CROW FUNERAL HOME	67485	A	TRANSPORT CHILD	350.00
F.N. BROWN, III	67492	A	CASE #1567	425.00
FRONTIER COMMUNICATIONS	67517	A	830-868-7986 JUDICIAL	199.42
GUADALUPE COUNTY JUVENILE SERVICES	67565	A	INV #19-0003	1,600.00
HILL COUNTRY CHILD ADVOCACY CT	67476	A	JURY DONATIONS	80.00
KURT CORLEY, ATTY AT LAW	67496	A	CASE #1603	325.00
NINA S WILLIS	67497	A	CASE #1618	325.00
POTTS & REILLY, LLP	67503	A	CAUSE #08527	660.00
STATE COMPTROLLER	67477	A	JURY DONATIONS (5)	20.00
STEVEN R WITTEKIEND	67507	A	CASE #CR01630	325.00
THOMAS M FELPS	67509	A	CASE #CC05708 MISD.	200.00
THOMAS M FELPS	67510	A	CASE #CC05722 MISD.	200.00
DEPARTMENT TOTAL				12,276.53
0451-DISTRICT JUDGE				
ALAN GARRETT	67530	A	JUVENILE BOARD	100.00
EVAN C. STUBBS	67531	A	JUVENILE BOARD	100.00
DEPARTMENT TOTAL				200.00
0455-COMMUNITY SERVICES				
TEXAS WILDLIFE DAMAGE MGMT FUND	67508	A	OCTOBER	2,400.00
DEPARTMENT TOTAL				2,400.00
0500-COURTHOUSE EXPENSES				
AQUA TREATMENT SERVICES	67472	A	FAIR GROUNDS	110.00
CANON FINANCIAL SERVICES, INC.	67519	A	INV #19437474 DIST CLERK	142.35
CANON FINANCIAL SERVICES, INC.	67520	A	INV #19437475 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	67521	A	INV #19437476 LEC	57.13
CANON FINANCIAL SERVICES, INC.	67522	A	INV #19437477 TAC	42.75
CANON FINANCIAL SERVICES, INC.	67523	A	INV #19437478 EXTENSION	66.69
CANON FINANCIAL SERVICES, INC.	67524	A	INV #19437479 CO CLERK	138.89
CANON FINANCIAL SERVICES, INC.	67525	A	INV #19437480 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	67526	A	INV #19437481 JP 1	41.88
CANON FINANCIAL SERVICES, INC.	67527	A	INV #19437482 LEC	111.60
CANON FINANCIAL SERVICES, INC.	67528	A	INV #19437483 MAILROOM	266.48
CANON FINANCIAL SERVICES, INC.	67529	A	INV #19437484 LEC	180.18
FRONTIER COMMUNICATIONS	67514	A	830-868-2228 FAX ELEV	330.59
FRONTIER COMMUNICATIONS	67515	A	830-868-7208 INDIGENT	13.79
FRONTIER COMMUNICATIONS	67516	A	830-868-4266 COURTHOUSE	1,311.52
GRAVES HUMPHRIES, STAHL, LIMITED	67493	A	REPORT COL005 JP 4	431.60
JOHNSON CONTROLS	67494	A	INV #20595821 JAIL	574.00
JOHNSON CONTROLS	67495	A	INV #20594168 JAIL	1,316.00
PAY AND SAVE INC.	67543	A	ACCT#137002 LEC	46.34
PEDERNALES ELECTRIC COOP	67499	A	INV #955 COUNTY	1,810.58
PITNEY BOWES	67502	A	INV #3307435505	969.12
TOXICOLOGY LITIGATION CONSULTANTS	67512	A	CASE #1530	1,000.00
VERTICAL BRIDGE TOWER II, LLC	67513	A	INV #000203924	619.03
DEPARTMENT TOTAL				9,759.44
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	67498	A	REPORT #CAS017 JP 4	36.00
DEPARTMENT TOTAL				36.00
0550-RECYCLING COORDINATOR				
BLANCO COUNTY TAX ASSESSOR-COLLECT	67532	A	LICENSE TAG #9049764 RECYCLING	7.50
DEPARTMENT TOTAL				7.50
FUND TOTAL				35,732.76

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
PETERSON TIRE	67546	A	INV#BL30751 PCT 4	7.00
DEPARTMENT TOTAL				7.00
0550-R&B PCT #2				
COMMERCIAL ALTERNATOR & START	67535	A	INV#12476 PCT 2	111.61
FRONTIER COMMUNICATIONS	67518	A	830-868-4471 PCT 2	111.52
DEPARTMENT TOTAL				223.13
0560-R&B PCT #3				
FORD & CREW HOME AND HARDWARE	67555	A	TRANS#A124015 PCT 3	5.99
FORD & CREW HOME AND HARDWARE	67556	A	TRANS#A123977 PCT 3	57.97
GARY HOBBS TIRE SERVICE	67557	A	INV#14606 PCT 3	7.00
GARY HOBBS TIRE SERVICE	67558	A	INV#14611 PCT 3	35.00
GARY HOBBS TIRE SERVICE	67560	A	INV#15241 PCT 3	1,098.00
MUSTANG EQUIPMENT	67561	A	INV#01-309975 PCT 3	571.11
MUSTANG EQUIPMENT	67562	A	INV#01-310023 PCT 3	2,248.90
STROEHER & OLFERS INC	67563	A	INV#188599 PCT 3	2,714.00
THIRD COAST DISTRIBUTING, LLC	67564	A	INV#986228 PCT 3	71.48
DEPARTMENT TOTAL				6,809.45
0570-R&B PCT #4				
PETERSON TIRE	67548	A	INV#BL30761 PCT 4	25.00
SEYMOURS GARAGE	67549	A	INV#31854 PCT 4	47.15
THIRD COAST DISTRIBUTING, LLC	67552	A	INV#756675 PCT 4	6.99
THIRD COAST DISTRIBUTING, LLC	67553	A	INV#757028 PCT 4	6.98
THIRD COAST DISTRIBUTING, LLC	67554	A	INV#758063 PCT 4	12.99
DEPARTMENT TOTAL				99.11
FUND TOTAL				7,138.69

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
PROFESSIONAL PLOTTER TECHNOLOGIES	67504	A	INV #49904 CO CLERK	97.60
DEPARTMENT TOTAL				97.60
FUND TOTAL				97.60

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

42,969.05



## RESOLUTION

**WHEREAS**, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County to seek grant funding from the Texas Historical Commission for the purpose of updating the Courthouse Preservation Master Plan; and

**WHEREAS**, Blanco County agrees to provide required matching funds for the said project as required by the Texas Historical Commission; and

**WHEREAS**, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to the Texas Historical Commission in full; and

**WHEREAS**, The Commissioners Court of Blanco County designates the County Judge or his designee as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant.

**NOW THEREFORE, BE IT RESOLVED** that The Commissioners Court of Blanco County approves submission of the grant application for funding of updating the Courthouse Preservation Master Plan for Blanco County, to the Texas Historical Commission.

Passed and Approved this 27<sup>th</sup> Day of November, 2018



Signed: \_\_\_\_\_  
Brett G. Bray, County Judge

Attest: \_\_\_\_\_  
Laura Walla, County Clerk





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**COUNTY INFORMATION RESOURCES AGENCY  
SERVICES AGREEMENT**

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This Services Agreement is entered into between the County Information Resources Agency (CIRA) and the undersigned local government or governmental entity (Member), effective 1-1, 2019.

**FINDINGS:**

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body approved execution of a Services Agreement with CIRA on 1-1, 2019.

**AGREEMENT:**

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

**1. GENERAL TERMS AND CONDITIONS**

**1.1 Definitions.**

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

## **1.2 Scope and conflict.**

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

## **1.3 Authorized use.**

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

## **1.4 Abuse of Services and CIRA's rights.**

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

## 1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason with the exception of a CIRA representative if User requests technical support.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is

responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

## **1.6 Intellectual Property.**

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

## **1.7 Disclaimer.**

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA

DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

#### **1.8 Indemnification and defense.**

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

**1.9 Notice.**

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

**To CIRA:**

**The County Information Resources Agency**  
**c/o Texas Association of Counties**  
1210 San Antonio Street  
Austin, Texas 78701  
Attn: CIRA Manager  
support@cira.state.tx.us

**To Member:**

To the Member Contact specified on the signature page.

**1.10 Term and Termination.**

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to

return of any fees paid for Services that have not been rendered at the time of termination.

**1.11 Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

**1.12 Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

**1.13 Amendment.**

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

**1.14 Third Party Rights.**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**1.15 Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**1.16 Payment terms.**

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

## 2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

### 2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

### 2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the Member that it intends to purge email.

### 2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

### 2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

### 2.5 Email Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

### 2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.

2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.



2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.

## **2.7 E-mail Terms and Conditions; Individual User's Obligations.**

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit B and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on the CIRA website at [www.cira.state.tx.us](http://www.cira.state.tx.us).

## **2.8 Email security.**

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

## **2.9 Email Support.**

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

## **3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.**

### **3.1 Internet domain name.**

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit C. For example, the standard format for a county's Internet domain name is www.co. [county name].tx.us.

### **3.2 Internet service.**

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

### **3.3 Server storage.**

CIRA will provide a Member with storage space on CIRA's server to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit A.

### **3.4 CIRA and TAC logos and links.**

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### **3.5 Website accessibility and Service interruption.**

Except as provided below, CIRA will ensure that Member's website is accessible to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website accessibility or Service. Additionally, equipment failure may cause a temporary loss of website accessibility or Service. Member agrees that CIRA is not liable for any loss or interruption of website accessibility or Service regardless of the cause of interruption.

### **3.6 Content posting.**

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit A. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

### **3.7 Third-party content.**

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

### **3.8 Prohibited content.**

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

**4. ADDITIONAL SERVICES.**

4.1 CIRA may offer Member services in addition email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

EXECUTED effective as of the date specified above:

**COUNTY INFORMATION RESOURCE AGENCY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director Texas  
Association of Counties

**MEMBER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Brett Bray  
[printed name]

Blanco County Judge  
[title]



**MEMBER'S CONTACT:**

Name: Brett Bray  
Title: Blanco County Judge  
Telephone Number: 830-868-4266  
Email Address: cojudge@co.blanco.tx.us  
Physical Address: Po Box 387  
101 E. Pecan  
Johnson City, Tx 78636

**MEMBER EMAIL ADMINISTRATOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-185788-43388.682KP**

Issued: 10/15/2018

➔ Quote Expiration: 10/31/2018

Account Number: 121103

Start Date: 11/01/2018  
 Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

Robert Woodring  
 Blanco County Sheriff's Office - TX  
 400 S US 281  
 JOHNSON CITY, TX 78636  
 US

**BILL TO**

Blanco County Sheriff's Office - TX  
 400 S US 281  
 JOHNSON CITY, TX 78636  
 US

**SALES REPRESENTATIVE**

Kyle Panasewicz  
 Phone: (480) 905-2071  
 Email: kylep@axon.com  
 Fax: (480) 658-0673

**PRIMARY CONTACT**

Robert Woodring  
 Phone: (830) 868-7104  
 Email: rwoodring@co.blanco.tx.us

**Body 2 Sync Cables**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
11553	SYNC CABLE, USB A TO 2.5MM	4	10.00	0.00	0.00
				Subtotal	0.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	0.00
<b>Grand Total</b>					<b>0.00</b>



## Discounts (USD)

Quote Expiration: 10/31/2018

List Amount	40.00
Discounts	40.00
<b>Total</b>	<b>0.00</b>

*\*Total excludes applicable taxes and shipping*



## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-185788-43388.682KP

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# Estimate

Date	Estimate #
10/3/2018	20305

Name / Address	Ship To
Blanco County	

Item	Description	Qty	Rate	Total
5342T-4L91	Go Rhino - 2016-2017 Ford Interceptor Utility Excludes Eco-Boost model 4-Light / CODE 3 MR6 / Not included	1	324.5375	324.54
5342WHD	Go Rhino - 2016-2017 Ford Interceptor Utility Heavy Duty Wraparounds	1	276.4875	276.49
MR6MC-BW	Code3 - MR6 multicolor LED, hood or flush mount (hardware included) blue/white	2	81.6106	163.22
MR6MC-RW	Code3 - MR6 multicolor LED, hood or flush mount (hardware included) red/white	2	81.6106	163.22
MR6MC-RB	Code3 - MR6 multicolor LED, hood or flush mount (hardware included) red/blue	2	81.6106	163.22
C3100U	Code3 - 100 watt speaker with universal mount bracket	1	154.2219	154.22
ULTMC-RB	Code3 - 12 LED, Mega Thin™ surface mount, multicolor 12-24 volt, red/blue	2	78.7312	157.46
950-PIU	Code3 - Plug in headlight flasher for Ford Police Interceptor Utility (2015+)	1	59.9675	59.97
M180SMC-RW	Code3 - M180 Intersection/takedown/puddle light, center section LED multicolor red/white	1	107.525	107.53
M180SMC-BW	Code3 - M180 Intersection/takedown/puddle light, center section LED multicolor blue/white	1	107.525	107.53
BSM-BKT-PIU	Code3 - M180™ Intersection light bracket, below side mirror, Police Interceptor Utility	1	26.8069	26.81
SV77MCPIU	Code3 - SuperVisor® TS, (6) TRS18 multicolor Torus® modules, Police Interceptor Utility (2012+) and Explorer (2011+)	1	907.6087	907.61
CITEZPIU-RWB...	Code3 Citadel EZ Mount, PIU, RW/BW	2	640.00	1,280.00
SD24B	Code3 - Surface mount LED with rubber bezel - blue	2	61.0619	122.12
SD24R	Code3 - Surface mount LED with rubber bezel - red	2	61.0619	122.12
ULTMC-RB	Code3 - 12 LED, Mega Thin™ surface mount, multicolor 12-24 volt, red/blue	2	78.7312	157.46
HB6PAK-RB	Code3 - 6-LED low profile Hide-A-Blast™ dual color - red/blue	2	68.7544	137.51

**Subtotal**

**Sales Tax (8.25%)**

**Total**

Phone #	Fax #	E-mail
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com

Lone Star Products & Equipment LLC

28242 Robinson Rd.  
 Conroe, Texas 77385

# Estimate

Date	Estimate #
10/3/2018	20305

Name / Address	Ship To
Blanco County	

Item	Description	Qty	Rate	Total
CW0411-WR	Code3 - 400 Series compartment light, 11.8" red/white, 12/24 volt, with touch switch	1	70.4119	70.41
Z3	Code3 - Z3™ deluxe remote Siren, 200w output with programable push button and slide switch controls.	1	763.6719	763.67
ES-HK	Tufloc Floor Mount Weapon Rack - Remington 870, Handcuff Key	1	202.50	202.50
PKG-PSM-353	Premium Passenger Side Mount Package for 2013-2018 Ford Interceptor Utility & 2011-2018 Ford Explorer	1	535.7125	535.71
PP-2012-FINT-S...	Plastix Plus SHORTY console for 2012 and up Ford Interceptor SEDAN INCLUDES ARM REST PAD	1	550.00	550.00
PP-12VP	Plastix Plus Single 12V Power Port with cover	2	12.95	25.90
PP-12USB	Plastix Plus DUAL USB Power port with cover	1	24.95	24.95
DS-PAN-1102	Docking station for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply	1	1,012.74	1,012.74
75799	Streamlight Stinger HPL	1	119.00	119.00
Shipping	Standard Shipping	1	140.00	140.00
Installation	Standard Installation of Equipment	1	1,495.00	1,495.00
Shop Supplies	Shop Supplies: Wire, Loom, Connectors...	1	150.00	150.00
Installation	Standard Installation of Equipment	1	195.00	195.00
CG-X	ChargeGuard, 12V Negative Ground Timer Switch	1	79.00	79.00
Installation	Standard Installation of Equipment ** Install Customer Supplied Modem & Antenna	1	195.00	195.00

Buy Board Contract 524-17 EIN: 26-2856037 Cage Code: 5EV45 DUNS: 010355268			<b>Subtotal</b>	\$9,989.91
			<b>Sales Tax (8.25%)</b>	\$0.00
<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Total</b> \$9,989.91	
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com		

Lone Star Products & Equipment LLC

28242 Robinson Rd.  
 Conroe, Texas 77385

# Estimate

Date	Estimate #
10/3/2018	20304

Name / Address	Ship To
Blanco County	

Item	Description	Qty	Rate	Total
5342T-4L91	Go Rhino - 2016-2017 Ford Interceptor Utility Excludes Eco-Boost model 4-Light / CODE 3 MR6 / Not included	2	324.5375	649.08
5342WHDT	Go Rhino - 2016-2017 Ford Interceptor Utility Heavy Duty Wraprounds	2	276.4875	552.98
MR6MC-BW	Code3 - MR6 multicolor LED, hood or flush mount (hardware included) blue/white	4	81.6106	326.44
MR6MC-RW	Code3 - MR6 multicolor LED, hood or flush mount (hardware included) red/white	4	81.6106	326.44
MR6MC-RB	Code3 - MR6 multicolor LED, hood or flush mount (hardware included) red/blue	4	81.6106	326.44
C3100U	Code3 - 100 watt speaker with universal mount bracket	4	154.2219	616.89
ULTMC-RB	Code3 - 12 LED, Mega Thin™ surface mount, multicolor 12-24 volt, red/blue	4	78.7312	314.92
950-PIU	Code3 - Plug in headlight flasher for Ford Police Interceptor Utility (2015+)	2	59.9675	119.94
M180SMC-RW	Code3 - M180 Intersection/takedown/puddle light, center section LED multicolor red/white	2	107.525	215.05
M180SMC-BW	Code3 - M180 Intersection/takedown/puddle light, center section LED multicolor blue/white	2	107.525	215.05
BSM-BKT-PIU	Code3 - M180™ Intersection light bracket, below side mirror, Police Interceptor Utility	2	26.8069	53.61
PT47-C102404	Code3 47" Pursuit Lightbar	2	1,889.00	3,778.00
CITEZPIU-RWB...	Code3 Citadel EZ Mount, PIU, RW/BW	2	640.00	1,280.00
SD24B	Code3 - Surface mount LED with rubber bezel - blue	2	61.0619	122.12
SD24R	Code3 - Surface mount LED with rubber bezel - red	2	61.0619	122.12
ULTMC-RB	Code3 - 12 LED, Mega Thin™ surface mount, multicolor 12-24 volt, red/blue	4	78.7312	314.92
HB6PAK-RB	Code3 - 6-LED low profile Hide-A-Blast™ dual color - red/blue	4	68.7544	275.02
CW0411-WR	Code3 - 400 Series compartment light, 11.8" red/white, 12/24 volt, with touch switch	2	70.4119	140.82

**Subtotal**

**Sales Tax (8.25%)**

**Total**

Phone #	Fax #	E-mail
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com

Lone Star Products & Equipment LLC

28242 Robinson Rd.  
Conroe, Texas 77385

# Estimate

Date	Estimate #
10/3/2018	20304

Name / Address	Ship To
Blanco County	

Item	Description	Qty	Rate	Total
Z3	Code3 - Z3™ deluxe remote Siren, 200w output with programable push button and slide switch controls.	2	763.6719	1,527.34
3450	Code3 - Banshee® - dual tone and low frequency siren amp system, 100W/200W output	2	250.2719	500.54
5700W	Go Rhino - -- Universal Sliding Window Cage Transfer Kit is required to install Multi-Fit Partitions	2	375.1375	750.28
5700SCR	Go Rhino - -- Universal Optional Mesh Screen (only compatible w/ sliding window cage) Transfer Kit is required to install Multi-Fit Partitions	2	58.2375	116.48
570711	Go Rhino - 2013-2017 Ford Interceptor Utility SCA Transfer Kit (Includes Upper & Lower Filler Panels, Mounting Brackets & Hardware)	2	115.175	230.35
5700FER	Go Rhino - 2013-2017 Ford Interceptor Utility Recessed Storage Center Panel & Lower Extension Kit	2	137.275	274.55
571714	Go Rhino - 2013-2017 Ford Interceptor Utility SUV Back seat windows	2	294.525	589.05
5SUVIC1311	Adec Prisoner Transport Seat, Ford PIU	2	917.30	1,834.60
GK10301SIUHK...	Setina - Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override	2	304.19375	608.39
PKG-PSM-353	Premium Passenger Side Mount Package for 2013-2018 Ford Interceptor Utility & 2011-2018 Ford Explorer	2	535.7125	1,071.43
PP-2012-FINT-S...	Plastix Plus SHORTY console for 2012 and up Ford Interceptor SEDAN INCLUDES ARM REST PAD	2	550.00	1,100.00
PP-12VP	Plastix Plus Single 12V Power Port with cover	4	12.95	51.80
PP-12VUSB	Plastix Plus DUAL USB Power port with cover	2	24.95	49.90
DS-PAN-1102	Docking station for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply	2	1,012.74	2,025.48
75799	Streamlight Stinger HPL	2	119.00	238.00
Shipping	Standard Shipping	1	140.00	140.00
Installation	Standard Installation of Equipment	2	1,495.00	2,990.00
Shop Supplies	Shop Supplies: Wire, Loom, Connectors...	2	150.00	300.00
CG-X	ChargeGuard, 12V Negative Ground Timer Switch	2	79.00	158.00

**Subtotal**

**Sales Tax (8.25%)**

**Total**

Phone #	Fax #	E-mail	Total
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com	

Lone Star Products & Equipment LLC

28242 Robinson Rd.  
 Conroe, Texas 77385

# Estimate

Date	Estimate #
10/3/2018	20304

Name / Address	Ship To
Blanco County	

Item	Description	Qty	Rate	Total
Installation	Standard Installation of Equipment ** Install Customer Supplied Modem & Antenna	2	195.00	390.00

Buy Board Contract 524-17 EIN: 26-2856037 Cage Code: 5EV45 DUNS: 010355268			<b>Subtotal</b>	\$24,696.03
			<b>Sales Tax (8.25%)</b>	\$0.00
<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Total</b>	
(832) 249-1700	(832) 249-1702	Sales@lonestarpse.com	\$24,696.03	