

SPECIAL MEETING – March 30, 2020

COPY

On this the 30<sup>th</sup> day of March, 2020 at 9:30 A.M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY	COUNTY JUDGE
TOMMY WEIR	COMMISSIONER PCT. 1
EMIL UECKER	COMMISSIONER PCT. 2
CHRIS LIESMANN	COMMISSIONER PCT. 3
PAUL GRANBERG	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK

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ITEM 1 – Call to Order and Roll Call.

Judge and all 4 County Commissioners announced present.

ITEM 2 – Pledge of Allegiance.

ITEM 3 – PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

ITEM 4 – Consider appointment of Local Health Authority. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion appointing Dr. Craig Manifold as the Local Health Authority, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 5 – Adjourn.

COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

Meeting adjourned at 09:53 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct  
accounting of the Commissioner's Court authorized proceedings for March 30, 2020.

\_\_\_\_\_  
County Clerk and Ex-Officio Member

of Commissioner's Court, Blanco County, Texas

BLANCK COUNTY COMMISSION MEETING AGENDA  
Public Discussion Form

The public may address comments on any subject or agenda item to the Commission's Clerk during the meeting. Please note that the Commission's Clerk will not receive your comments and information but may not be able to respond to you at that meeting on the Commission's Clerk's behalf. The Open Meetings Act prohibits the Commission's Clerk from engaging in a discussion of any such an issue plus it is not permitted on the Agenda. Your request or comments will be duly noted and may be articulated on a future agenda if necessary or referred to County Staff.

Your name will be called for each agenda item that you have requested to speak upon. Please state your name and address for the record and limit your comments to three (3) minutes. The meeting Clerk may limit the length of speaker contributions to less than three minutes depending on the number of speakers wishing to address the Commission's Clerk. The Commission's Clerk respectfully urges you to speak in a civil manner, with due respect for the members of the meeting, and with due respect for all persons attending.

Meeting ID: 111-2021-0000 | Page 1 of 2

NAME: *Kaverta Welch*

LOCAL ADDRESS: *1885 Perry Colony Rd  
Blanca, CO 78008*

HOME/CELLULAR PHONE NUMBER: *830-392-0613*

EMAIL ADDRESS (OPTIONAL):

CITY/STATE/ZIP CODE:

Do you represent any particular group or organization? *Blanca Citizens*

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item or items do you wish to address? *#4*

Do you wish to speak for or against each agenda item or items? *FOR!*

Signature: *[Signature]*

Notes: The Commission's Clerk will not receive your comments and information but may not be able to respond to you at that meeting on the Commission's Clerk's behalf. The Open Meetings Act prohibits the Commission's Clerk from engaging in a discussion of any such an issue plus it is not permitted on the Agenda. Your request or comments will be duly noted and may be articulated on a future agenda if necessary or referred to County Staff.

I am Kenneth Welch of Blanco County,

I was pleased to see the agenda for today's Special meeting. Without knowing the identity of the individual that the Court is considering for appointment, I will assume that you are going to pick a person that has the technical background to advise you regarding the critical decisions that are necessary during this difficult time.

All too often I have seen this Court make decisions without utilizing the expertise that is available to them right here in Blanco County. There are many professionals that have expertise in a wide array of technical fields that the members of this court should routinely call upon to guide the many decisions that they face. The members of this court continually need to be reminded that they are the servants of the citizens of Blanco County. To make decisions in a vacuum, devoid of information and facts, is a disservice to the community. Making decisions based on political considerations and contributions, deep pockets of interested parties, or historical practices carries great risk to this county.

Again, I am pleased that you are considering the use of an expert in this case. Use of experts with Science, Technology, Engineering and Math (STEM) education will go a long way to improving the outcomes that result from decisions that you make. Unlike Politicians, professionals in the STEM fields are trained to follow facts and truth. Many of the professionals in these fields are bound by ethical and professional codes that must be adhered too to maintain their certifications. In short, these professionals do follow facts and truth. Politicians have no such restraints. Only the voters can place restraints on the servants holding elected positions. However, great leaders utilize great people around them to aid in the decisions that are necessary.

Choose a person for the position of Local Health Authority that has the professional training that qualifies him/her to advise you. Then, follow his/her advice.

No  
Line item  
Transfers



# Blanco County Commissioners' Court

April 28, 2020

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 164,182.28
015	Road & Bridge Fund	\$ 4,398.83
017	Records Management, Clerk	\$ 95.40
031	Chapter 19 Funds	\$ 630.32
045	Inmate Commissary Expenses	\$ 518.87
<b>Total</b>		<b>\$ 169,825.70</b>

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

Attest Asst. County Auditor:



Date

4-23-2020

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

**COPY**

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF- INVOICE	AMOUNT
0200-GENERAL FUND LIABILITIES				
TEXAS WORKFORCE COMMISSION	72598	A	99-881210-0	7,559.61
DEPARTMENT TOTAL				7,559.61
0300-GENERAL FUND REVENUES				
STATE COMPRTOLLER	72589	A	1-74-6001460 ELECTRONIC FILING	2,236.74
STATE COMPRTOLLER	72590	A	1-74-6001460 SEXUAL ASSAULT	10.00
STATE COMPRTOLLER	72591	A	1-74-6001460 SPECIALTY COURT	107.08
STATE COMPRTOLLER	72592	A	1-74-6001460 CIVIL FEES	6,913.70
STATE COMPRTOLLER	72593	A	1-74-6001460 CRIMINAL COSTS	42,924.97
DEPARTMENT TOTAL				52,192.49
0420-TAX ASSESSOR/COLLECTOR				
BUSINESS CENTER PRINT & OS	72619	A	INV#140143 TAC	486.70
BUSINESS CENTER PRINT & OS	72621	A	INV#139437P TAC	249.99
TX DMV	72672	A	INV#2004016 TAC	361.00
DEPARTMENT TOTAL				1,097.69
0425-COUNTY SHERIFF				
ALL CLEAR AUTO GLASS	72611	A	INV#7224 LEC	355.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	72618	A	LICENSE TAG #KRZ5157 LEC	75.50
DJO LLC	72558	A	PATIENT #D3225317 JAIL	53.12
DJO LLC	72559	A	PATIENT #D3225317JAIL	50.00
EXPRESS AUTOMOTIVE SERVICE	72629	A	INV#3758471 LEC	108.71
EXPRESS AUTOMOTIVE SERVICE	72630	A	INV#3758478 LEC	48.04
EXPRESS AUTOMOTIVE SERVICE	72631	A	INV#3758499 LEC	44.24
EXPRESS AUTOMOTIVE SERVICE	72632	A	INV#3758587 LEC	44.24
EXPRESS AUTOMOTIVE SERVICE	72633	A	INV#3758494 LEC	49.95
FRONTIER COMMUNICATIONS	72576	A	830-868-7104 LEC	1,073.82
GALLS, LLC	72634	A	INV#015163699 LEC	1,607.22
GALLS, LLC	72635	A	INV#015392876 LEC	94.50
GT DISTRIBUTORS, INC	72638	A	INV#0761331 LEC	1,602.65
ICS JAIL SUPPLIES INC.	72640	A	INV#W3627800 LEC	194.28
ICS JAIL SUPPLIES INC.	72641	A	INV#W3572801 LEC	86.40
MCHD	72578	A	INV # BCS0032020 LEC	180.00
MOBILEXUSA	72579	A	INV #24418362 LEC	150.00
NORTH BLANCO COUNTY EMS	72582	A	PATIENT #00001341	393.46
OFFICESUPPLY.COM	72653	A	INV#3804379 LEC	117.18
OFFICESUPPLY.COM	72654	A	INV#3804379 LEC	30.60
OFFICESUPPLY.COM	72655	A	INV#3813612 LEC	111.22
PAY AND SAVE INC.	72657	A	ACCT#137002 LEC	29.77
PEDERNALES ELECTRIC COOP	72586	A	INV #955 LEC	2,773.62
PERFORMANCE FOOD SERVICE	72659	A	INV#9860931 LEC	508.09
PERFORMANCE FOOD SERVICE	72660	A	INV#9860931 LEC	4.55
PERFORMANCE FOOD SERVICE	72661	A	INV#9859467 LEC	30.32
PERFORMANCE FOOD SERVICE	72662	A	INV#9867449 LEC	847.02
PERFORMANCE FOOD SERVICE	72663	A	INV#9867449 LEC	6.97
PETERSON TIRE	72664	A	INV#BL35058 LEC	7.00
PETERSON TIRE	72665	A	INV#BL35109 LEC	15.00
SOUTHERN HEALTH PARTNERS	72597	A	INV #BASE38033 LEC	5,250.76
STEVEN A LOGSDON	72671	A	PRE-EMPLOYMENT EXAMS - ARP, J	175.00
THOMSON WEST	72599	A	INV #842065557	297.62
TIME WARNER CABLE	72600	A	INV #0144399041520 LEC	580.00
DEPARTMENT TOTAL				16,995.85
0435-INDIGENT HEALTH CARE				
SCOTT & WHITE HOSPITAL	72594	A	PATIENT #PH9449199380	33.27

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
SCOTT & WHITE HOSPITAL	72595	A	PATIENT #PH9449199360	67.36
SCOTT & WHITE HOSPITAL	72596	A	PATIENT #PH9448800800	79.62
DEPARTMENT TOTAL				180.25
0450-JUDICIAL EXPENSES				
ANNE B. LITTLE, PLLC	72557	A	424TH CVC08385	591.80
CENTRAL TEXAS AUTOPSY PLLC	72676	A	INV #13092 JP 1	2,100.00
FRONTIER COMMUNICATIONS	72572	A	830-868-7986 JUDICIAL	209.84
KURT CORLEY, ATTY AT LAW	72608	A	CASE #1727	225.00
MOORSUND LAW OFFICE	72581	A	33RD CV-8483	2,130.00
SONYA R. CARRILLO, PLLC	72588	A	424TH CV08818	187.50
DEPARTMENT TOTAL				5,444.14
0451-DISTRICT JUDGE				
ALAN GARRETT	72602	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	72603	A	JUVENILE BOARD COMP	51.40
BURNET COUNTY TREASURER	72610	A	MARCH 2020 DISTRICT COURT	4,107.16
EVAN C. STUBBS	72604	A	SUPPLEMENT	51.40
EVAN C. STUBBS	72605	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				4,409.96
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	72609	A	MARCH 2020 DISTRICT ATTORNEY	16,018.62
DEPARTMENT TOTAL				16,018.62
0500-COURTHOUSE EXPENSES				
BUSINESS CENTER PRINT & OS	72620	A	INV#140144	83.98
CANON FINANCIAL SERVICES, INC.	72560	A	INV #21345539 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	72561	A	INV #21345540 LEC	47.73
CANON FINANCIAL SERVICES, INC.	72562	A	INV #21345541 TAC	35.52
CANON FINANCIAL SERVICES, INC.	72563	A	INV #21345542 EXTENSION	37.92
CANON FINANCIAL SERVICES, INC.	72564	A	INV #21345543 CO CLERK	116.19
CANON FINANCIAL SERVICES, INC.	72565	A	INV #21345544 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	72566	A	INV #21345545 JP 1	40.32
CANON FINANCIAL SERVICES, INC.	72567	A	INV #21345546 LEC	83.52
CANON FINANCIAL SERVICES, INC.	72568	A	INV #21345549 UPSTAIRS	37.92
CANON FINANCIAL SERVICES, INC.	72569	A	INV #21345548 LEC	141.48
CANON FINANCIAL SERVICES, INC.	72570	A	INV #21345547 MAILROOM	141.48
CANON FINANCIAL SERVICES, INC.	72571	A	INV #21345538 DIST CLERK	142.35
FRONTIER COMMUNICATIONS	72573	A	830-868-4266 COURTHOUSE	1,337.29
FRONTIER COMMUNICATIONS	72574	A	830-868-2228 FAX ELEV	349.40
FRONTIER COMMUNICATIONS	72575	A	830-868-7208 INDIGENT	16.16
HILL COUNTRY REPRIGERATION	72639	A	INV#77495 N. ANNEX	192.25
LIESMANN MOWING	72649	A	INV#30084574 CH, ANNEX, JAIL	410.00
LIESMANN MOWING	72650	A	INV#30084574 LEC	200.00
MOORSUND INSURANCE AGENCY	72580	A	INV #20734 MCFARLAND	262.50
MOORSUND INSURANCE AGENCY	72606	A	INV #20735 EMPLOYEE DISHONESTY BOND	199.00
OMNIBASE SERVICES OF TEXAS, LP	72583	A	REPORT #120-004016 JP 4	276.00
PATRICK FISHER	72584	A	REIMBURSE FOR PHONE	49.50
PAY AND SAVE INC.	72658	A	ACCT#137002 LEC	13.18
PEDERNALES ELECTRIC COOP	72585	A	INV #955	1,660.23
VERTICAL BRIDGE S3 ASSETS, LLC	72601	A	INV# 00097445	637.60
DEPARTMENT TOTAL				6,690.44
0525-CONSTABLE PCT #1				
EXPRESS AUTOMOTIVE SERVICE	72628	A	INV#3758495 CONST 1	468.39
PATRICK FISHER	72656	A	REIMBURSEMENT	174.34
DEPARTMENT TOTAL				642.73



0560-GENERAL FUND CAPITAL EQUIPMENT

04/23/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0010 10-000-000 GENERAL FUND

CYCLE: ALL

PAGE 3

TIME:11:42 AM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GT DISTRIBUTORS, INC	72637	A	INV#0761226 LEC	3,156.45
KAHLIG ENTERPRISES INC	72642	A	DEAL#338091 PCT 2	49,794.05
DEPARTMENT TOTAL				52,950.50
FUND TOTAL				164,182.28

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
CLOSNER EQUIPMENT CO.	72622	A	INV#0057675 PCT 1	36.98
CLOSNER EQUIPMENT CO.	72623	A	INV#0057768 PCT 1	97.97
KIRK FELPS	72645	A	INV#79117 PCT 1	61.67
KIRK FELPS	72646	A	INV#78792 PCT 1	37.49
KIRK FELPS	72647	A	INV#79050 PCT 1	10.99
KIRK FELPS	72648	A	INV#78706 PCT 1	37.35
MUELLER, INC	72651	A	INV#5833744 PCT 1	400.00
THOMAS WEIR	72675	A	REIMBURSEMENT	17.09
DEPARTMENT TOTAL				699.54
0550-R&B PCT #2				
ARMADILLO MATERIALS LLC	72612	A	INV#0006226-IN PCT 2	199.20
ARMADILLO MATERIALS LLC	72613	A	INV#0006225-IN PCT 2	590.86
FRONTIER COMMUNICATIONS	72577	A	830-868-4471 PCT 2	115.30
DEPARTMENT TOTAL				905.36
0560-R&B PCT #3				
FRONTIER COMMUNICATIONS	72607	A	830-825-3270 PCT 3	96.56
DEPARTMENT TOTAL				96.56
0570-R&B PCT #4				
ARMADILLO MATERIALS LLC	72614	A	INV#0006384-IN PCT 4	471.39
ARMADILLO MATERIALS LLC	72615	A	INV#0006384-IN PCT 4	147.92
ARMADILLO MATERIALS LLC	72616	A	INV#0006385-IN PCT 4	197.85
BLANCO COUNTY TAX ASSESSOR-COLLECT	72617	A	LICENSE TAG #1158324 PCT 4	7.50
CLOSNER EQUIPMENT CO.	72624	A	INV#0057768 PCT 4	97.97
DIRT WORKS	72626	A	INV#22153 PCT 4	100.00
DIRT WORKS	72627	A	INV#22153 PCT 4	89.00
KIRK FELPS	72643	A	INV#79067 PCT 4	63.48
KIRK FELPS	72644	A	INV#79287 PCT 4	11.39
MUELLER, INC	72652	A	INV#5833744 PCT 4	400.00
PETERSON TIRE	72666	A	INV#BL35099 PCT 4	7.00
SEYMOURS INC.	72668	A	INV#43260 PCT 4	374.73
SEYMOURS INC.	72669	A	INV#43262 PCT 4	47.15
SEYMOURS INC.	72670	A	INV#43353 PCT 4	632.48
THIRD COAST DISTRIBUTING, LLC	72673	A	INV#805106 PCT 4	35.53
THIRD COAST DISTRIBUTING, LLC	72674	A	INV#806786 PCT 4	13.98
DEPARTMENT TOTAL				2,697.37
FUND TOTAL				4,398.83

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
PPT	72587	A	INV # 61317 CO CLERK	95.40
DEPARTMENT TOTAL				95.40
FUND TOTAL				95.40

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-CHAPTER 19 FUNDS EXPENSES				
DELL MARKETING L.P.	72625	A	INV#1085743810 EA	630.32
DEPARTMENT TOTAL				630.32
FUND TOTAL				630.32

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
SAN ANTONIO EXPRESS NEWS	72667	A	ACCT#570787487 LEC	88.95
WW GRAINGER, INC	72636	A	INV#9504504425 LEC	429.92
DEPARTMENT TOTAL				518.87
FUND TOTAL				518.87

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

169,825.70



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 63275159 briefly described as CHIEF APPRAISER COUNTY OF BLANCO

for CANDICE FRY

**COPI**

\_\_\_\_\_ , as Principal, in the sum of \$ ONE HUNDRED THOUSAND AND NO/100 Dollars, for the term beginning July 07 , 2020 , and ending July 07 , 2021 , subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 27th day of March , 2020 .



WESTERN SURETY COMPANY

By Paul T. Bruflatt  
Paul T. Bruflatt, Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CHIEF APPRAISER COUNTY OF BLANCO

bond with bond number 63275159

for CANDICE FRY

as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 27th day of March, 2020.

ATTEST

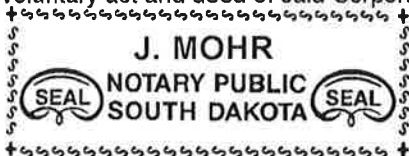
L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } SS



On this 27th day of March, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr  
Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Blanco } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 65026606

That we, Patrick Fisher, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto The Governor and the Governor's successors in office, his successors in office, in the sum of One Thousand Five Hundred and 00/100 DOLLARS (\$1,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 24th day of March, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 24th day of March, 2020, duly Appointed (Elected—Appointed) to the office of Constable in and for Blanco County, State of Texas, for a term of 1 year commencing on the 24th day of March, 2020.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal  
WESTERN SURETY COMPANY  
By Paul T. Dufflat  
Paul T. Dufflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of \_\_\_\_\_

} ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as  
\_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST: Date \_\_\_\_\_,  
\_\_\_\_\_  
Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with its certificates of  
authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page  
\_\_\_\_\_.

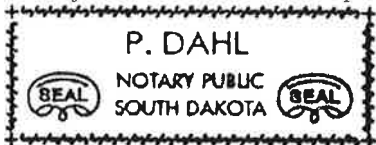
WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_,  
Texas, the day and year last above written.

\_\_\_\_\_  
Clerk  
By \_\_\_\_\_ Deputy \_\_\_\_\_ County Court \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 24th day of March,  
2020, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Constable County of County of Blanco

bond with bond number 65026606

for Patrick Fisher

as Principal in the penalty amount not to exceed: \$ 1,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 24th day of March, 2020.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

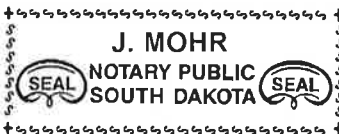
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 24th day of March, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# PROCLAMATION

## National Public Safety Telecommunicators Week

April 12-18, 2020

Whereas emergencies can occur at anytime that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Blanco County dispatch center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of Blanco County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the Blanco County Commissioners Court declares the week of April 12 through 18, 2020 to be National Public Safety Telecommunicators Week in Blanco County, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this \_\_\_ day of \_\_\_\_\_, 2020

COPY

---

Brett Bray, County Judge



**2020 Blanco County Resolution**  
**Honoring Martha Herden, Mayor of the City of Blanco**

**WHEREAS**, Martha Herden was elected Mayor of the City of Blanco in May, 2017; and

**WHEREAS**, she served faithfully in that position until April 17, 2020; and

**WHEREAS**, the City of Blanco is a unique community located in the heart of the Texas Hill Country and is known for its charm and beauty; and

**WHEREAS**, during her term in office, she faced and effectively managed issues related to unprecedented growth and development in the City of Blanco while preserving its historic character; and

**WHEREAS**, she made unprecedented strides in improving the relationship between City and County government,

**NOW THEREFORE, BE IT RESOLVED** and ordered that the Blanco County Commissioners' Court hereby recognizes Mayor Martha Herden as a Distinguished citizen of our county, and a patriot; and

**BE IT FURTHER RESOLVED** that Mayor Martha Herden is hereby designated to be a lifetime counselor, consultant and ambassador to the Blanco County Commissioners' Court.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COPY

\_\_\_\_\_  
Brett Bray, County Judge

Attest:

\_\_\_\_\_  
Laura Walla, County Clerk

**Blanco County Emergency  
Services District No. 2  
Financial Statements  
For the Year Ended  
September 30, 2019**

*Taber & Burnett, P.C.*  
A Professional Corporation  
Certified Public Accountants

**Blanco County Emergency Services District No. 2**

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*September 30, 2019*

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**MANAGEMENT'S DISCUSSION AND ANALYSIS  
REQUIRED SUPPLEMENTARY INFORMATION**

## **Blanco County Emergency Services District No. 2**

*Management's Discussion and Analysis*

*September 30, 2019*

As management of the Blanco County Emergency Services District No. 2 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the fiscal year ended September 30, 2019. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

### **Financial Statements**

- The net position of the District increased by \$1,278,204 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt of \$1,373,115 and an unrestricted net position of \$1,229,226 for total net position of \$2,602,341.
- Total revenues from all sources were \$2,488,143. This represents an increase of \$1,620,215 due to increased sales tax collections, increased property tax values, and the merger with the Volunteer Fire Department and Ambulance Corps.
- Total costs of all programs were \$1,209,939. This represents an increase of \$904,023 due to increased operating expenses from the merger with the Volunteer Fire Department and Ambulance Corps.
- As of September 30, 2019, the District's governmental fund reported an ending fund balance of \$1,224,132, an increase of \$842,913.

### **Using this Annual Report**

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. This information includes a management's discussion and analysis as well as a budgetary comparison schedule.

### **Government-Wide Financial Statements**

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time,

**Blanco County Emergency Services District No. 2***Management's Discussion and Analysis (Continued)*

September 30, 2019

increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

- Governmental activities—This includes all of the District's emergency response services which are primarily supported by property and sales taxes.

The government-wide financial statements begin on page 9. The following is a summary of net position as of September 30, 2019:

**Table 1**  
**Net Position**

	<u>Governmental Activities</u>	
	<u>2019</u>	<u>2018</u>
Current assets and other assets	\$ 1,377,482	\$ 502,550
Net pension assets	243	-
Capital assets, net	<u>3,752,186</u>	<u>1,268,395</u>
Total assets	<u>5,129,911</u>	<u>1,770,945</u>
Deferred outflow of resources	<u>5,277</u>	<u>-</u>
Current liabilities	153,350	108,387
Other liabilities	<u>2,379,071</u>	<u>338,421</u>
Total liabilities	<u>2,532,421</u>	<u>446,808</u>
Deferred inflow of revenues	<u>426</u>	<u>-</u>
Net position:		
Invested in capital assets, net of related debt	1,373,115	929,974
Unrestricted	<u>1,229,226</u>	<u>394,163</u>
Total net position	\$ <u>2,602,341</u>	\$ <u>1,324,137</u>

**Blanco County Emergency Services District No. 2***Management's Discussion and Analysis (Continued)*

September 30, 2019

The following table is a summary of changes in net position:

**Table 2  
Changes in Net Position**

	<u>Governmental Activities</u>	
	<u>2019</u>	<u>2018</u>
Revenues:		
Program revenues:		
Charges for services	\$ 308,668	\$ -
Operating grants and contributions	78,132	-
Capital grants and contributions	779,976	-
General revenues:		
Property taxes	812,687	754,883
Sales taxes	143,490	94,507
Interest income	8,679	1,553
Miscellaneous revenue	3,309	16,985
Gain (loss) on disposition of assets	<u>353,202</u>	<u>-</u>
Total revenues	<u>2,488,143</u>	<u>867,928</u>
Expenses:		
General government	223,674	46,985
Public safety	<u>986,265</u>	<u>258,931</u>
Total expenses	<u>1,209,939</u>	<u>305,916</u>
Changes in net position	1,278,204	562,012
Net position - October 1	<u>1,324,137</u>	<u>762,125</u>
Net position - September 30	<u>\$ 2,602,341</u>	<u>\$ 1,324,137</u>

**Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental funds.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

**Blanco County Emergency Services District No. 2**

*Management's Discussion and Analysis (Continued)*

September 30, 2019

The *governmental funds statements* provide a detailed short-term view of the government operations and the basic services it provides, and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balance* provide a reconciliation to the government-wide financial statements. The governmental fund financial statements begin on page 11.

**Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15 through 32 of this report.

**General Fund Budgetary Highlights**

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance. The budgetary comparison schedule is on page 34. The District Commissioners did amend the budget during the year ended September 30, 2019.

Actual expenditure results on a budgetary basis were 10 percent less than budgeted expenditures due primarily to reduced supplies and insurance expenditures. The District's overall actual revenue was eight percent more than budgeted due mainly to increased property tax collections, sales tax collections, and billing revenues.

**Capital Assets**

The District's investment in capital assets for its governmental activities as of September 30, 2019, amounts to \$3,752,186 (net of accumulated depreciation). This investment in capital assets includes building, land, computers, machinery, equipment, and vehicles.

**Capital Assets  
Governmental Activities  
(net of depreciation)**

	<u>2019</u>	<u>2018</u>
Buildings and Improvements	\$ 2,830,508	\$ 707,437
Furniture and Fixtures	2,529	-
Machinery and Equipment	241,814	115
Vehicles and Equipment	567,518	485,075
Land	<u>109,817</u>	<u>75,768</u>
	\$ <u>3,752,186</u>	\$ <u>1,268,395</u>

**Blanco County Emergency Services District No. 2**

*Management's Discussion and Analysis (Continued)*

*September 30, 2019*

This year's major additions included:

Building Construction	\$ 2,140,873
2006 Pierce Pumper	<u>150,000</u>
	\$ <u>2,290,873</u>

In addition, the District merged with the Blanco Volunteer Ambulance Corps and the Blanco Volunteer Fire Department and assumed title to all of their assets.

Additional information on the District's capital assets can be found in Note 4 on page 23 of this report.

**Debt Administration**

As of September 30, 2019, the District was obligated on the following debt:

**Outstanding Debt at Year End**

	Governmental <u>Activities</u>	9/30/19 <u>Total</u>	9/30/18 <u>Total</u>
Building loan	\$ 2,333,266	\$ 2,333,266	\$ 338,421
Cardiac monitors	<u>45,805</u>	<u>45,805</u>	<u>-</u>
Total	\$ <u>2,379,071</u>	\$ <u>2,579,071</u>	\$ <u>338,421</u>

The District drew \$2,010,754 on the construction loan and assumed the Blanco Volunteer Ambulance Corps cardiac monitor loan. The total interest paid on the District's debt was \$62,642. Additional information on the District's non-current liabilities can be found in Note 5 beginning on page 24 of this report.

**Economic Factors and Next Year's Budgets and Rates**

The District's tax revenues are expected to grow with property value increases and continued sales tax collections. These additional funds will be used to fund emergency fire services and emergency medical services.

**Contacting the District's Financial Management**

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of the Blanco County Emergency Services District No. 2. If you have any questions about this report or need further information, contact the Blanco County Emergency Services District No. 2, P.O. Box 972, Blanco, TX 78606.

**Taber & Burnett, P.C.**

*A Professional Corporation  
Certified Public Accountants*

*P.O. Box 1519, 412 Buchanan Drive, Burnet, Texas 78611  
512/756-4904; Fax: 512/756-4227*

**INDEPENDENT AUDITORS' REPORT**

To The Commissioners  
Blanco County Emergency Services District No. 2

We have audited the accompanying financial statements of the governmental activities and each major fund of the Blanco County Emergency Services District No. 2 (the District), as of and for the year ended September 30, 2019, which collectively comprise the District's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the Blanco County Emergency Services District No. 2 as of September 30, 2019, and the results of its operations for the periods then ended in conformity with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information on pages 2 through 6 and 34 through 37 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The supplementary information is the responsibility of management. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Taber & Burnett, P.C.

Burnet, Texas  
April 12, 2020



**Blanco County Emergency Services District No. 2**

Statement of Net Position

As of September 30, 2019

	<u>Primary Government</u>	
	<u>Governmental</u>	
	<u>Activities</u>	<u>Total</u>
<b>Assets</b>		
Cash and cash equivalents	\$ 1,285,934	\$ 1,285,934
Taxes receivable	16,422	16,422
Billing receivables	44,530	44,530
Inventory	30,596	30,596
Net pension asset	243	243
Capital assets, net	<u>3,752,186</u>	<u>3,752,186</u>
Total assets	<u>5,129,911</u>	<u>5,129,911</u>
<b>Deferred Outflow of Resources</b>		
Difference between projected and actual earnings - pensions	138	138
Contributions subsequent to the measurement date	<u>5,139</u>	<u>5,139</u>
Total deferred outflow of resources	<u>5,277</u>	<u>5,277</u>
<b>Liabilities</b>		
Accounts payable	145,823	145,823
Accrued expenses	7,527	7,527
Due within one year	105,098	105,098
Due in greater than one year	<u>2,273,973</u>	<u>2,273,973</u>
Total liabilities	<u>2,532,421</u>	<u>2,532,421</u>
<b>Deferred Inflow of Resources</b>		
Difference between expected and actual experience - pensions	<u>426</u>	<u>426</u>
Total deferred inflow of resources	<u>426</u>	<u>426</u>
<b>Net Position</b>		
Invested in capital assets, net of related debt	1,373,115	1,373,115
Unrestricted	<u>1,229,226</u>	<u>1,229,226</u>
Total Net Position	\$ <u>2,602,341</u>	\$ <u>2,602,341</u>

The accompanying notes are an integral part of the financial statements

**Blanco County Emergency Services District No. 2**

Statement of Activities

For the Year Ended September 30, 2019

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Assets</u>	
		<u>Services</u>	<u>Operating Contributions</u>	<u>Capital Contributions</u>	<u>Primary Governmental Activities</u>	<u>Total</u>
Primary government:						
Governmental activities:						
General government	\$ 223,674	\$ -	\$ 6,125	\$ 34,320	\$ (183,229)	\$ (183,229)
Public safety - Fire	403,021	21,090	72,007	419,707	109,783	109,783
Public safety - EMS	<u>583,244</u>	<u>287,578</u>	<u>-</u>	<u>325,949</u>	<u>30,283</u>	<u>30,283</u>
Total net (expense) revenue for governmental activities and the primary government	\$ <u>1,209,939</u>	\$ <u>308,668</u>	\$ <u>78,132</u>	\$ <u>779,976</u>	<u>(43,163)</u>	<u>(43,163)</u>
General revenues:						
Taxes:						
					812,687	812,687
					143,490	143,490
					8,679	8,679
					3,309	3,309
					<u>353,202</u>	<u>353,202</u>
					<u>1,321,367</u>	<u>1,321,367</u>
					1,278,204	1,278,204
					<u>1,324,137</u>	<u>1,324,137</u>
					\$ <u>2,602,341</u>	\$ <u>2,602,341</u>

The accompanying notes are an integral part of the financial statements.

**Blanco County Emergency Services District No. 2***Balance Sheet - Governmental Funds**As of September 30, 2019*

	<u>General Fund</u>	<u>Total Governmental Funds</u>
<b>Assets</b>		
Cash	\$ 1,285,934	\$ 1,285,934
Taxes receivable	38,437	38,437
Billing receivables	44,530	44,530
Inventory	<u>30,596</u>	<u>30,596</u>
Total Assets	<u>1,399,497</u>	<u>1,399,497</u>
<b>Liabilities</b>		
Accounts payable	145,823	145,823
Accrued expenses	7,527	7,527
Deferred revenue	<u>22,015</u>	<u>22,015</u>
Total Liabilities	<u>175,365</u>	<u>175,365</u>
<b>Fund Balance</b>		
Assigned for capital projects	128,651	128,651
Committed for debt service	240,257	240,257
Unassigned	<u>855,224</u>	<u>855,224</u>
Total Fund Balance	<u>1,224,132</u>	<u>1,224,132</u>
Total Liabilities and Fund Balance	\$ <u>1,399,497</u>	\$ <u>1,399,497</u>

The accompanying notes are an integral part of the financial statements.

**Blanco County Emergency Services District No. 2**

*Reconciliation of the Governmental Funds Balance Sheet  
to the Statement of Net Position*

*As of September 30, 2019*

<b>Total Fund Balance - Governmental Funds:</b>	<b>\$ 1,224,132</b>
<b>Amounts reported for governmental activities in the Statement of Net Position are different because:</b>	
<b>Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet. (See Note 4)</b>	<b>3,752,186</b>
Net pension assets that are not financial resources and, therefore are not reported in the funds.	243
Deferred outflows are not financial resources and, therefore, are not reported in the funds.	5,277
Long-term liabilities are not due and payable in the current year and therefore are not reported as liabilities in the governmental funds balance sheet. (See Note 5)	(2,379,071)
Deferred inflows are not due and payable in the current year and therefore, are not reported in the governmental funds balance sheet.	<u>(426)</u>
<b>Net Position of Governmental Activities</b>	<b>\$ <u>2,602,341</u></b>

The accompanying notes are an integral part of the financial statements.

**Blanco County Emergency Services District No. 2***Statement of Revenues, Expenditures, and  
Changes in Fund Balance - Governmental Funds**For the Year Ended September 30, 2019*

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Revenues		
Property taxes	\$ 825,631	\$ 825,631
Sales taxes	143,490	143,490
Billing revenue	308,668	308,668
Grants	6,125	6,125
Miscellaneous revenue	<u>3,309</u>	<u>3,309</u>
Total Revenues	<u>1,287,223</u>	<u>1,287,223</u>
Expenditures		
Audit and accounting	6,496	6,496
Equipment and supplies	48,257	48,257
Fundraising and miscellaneous	685	685
Human resources and development	580,782	580,782
Insurance	80,102	80,102
Office and administration	50,847	50,847
Station expenses	55,806	55,806
Vehicle expense	<u>55,106</u>	<u>55,106</u>
Total Expenditures	<u>878,081</u>	<u>878,081</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures	<u>409,142</u>	<u>409,142</u>
Other Financing Sources (Uses):		
Loan proceeds	2,079,462	2,079,462
Merger with Volunteer Ambulance Corps	325,949	325,949
Merger with Volunteer Fire Department	269,707	269,707
Contributions	72,007	72,007
In-kind donations	184,320	184,320
Sale of assets	411,228	411,228
Interest income	8,679	8,679
Capital outlay	(2,816,127)	(2,816,127)
Debt service	<u>(101,454)</u>	<u>(101,454)</u>
Total Other Financing Sources (Uses)	<u>433,771</u>	<u>433,771</u>
Excess (Deficiencies) of Revenues and Other Sources Over (Under) Expenditures and Other (Uses)	842,913	842,913
Fund Balance, Beginning of Year	<u>381,219</u>	<u>381,219</u>
Fund Balance, End of Year	\$ <u>1,224,132</u>	\$ <u>1,224,132</u>

The accompanying notes are an integral part of the financial statements.

**Blanco County Emergency Services District No. 2**

*Reconciliation of the Statement of Revenues, Expenditures, and  
Changes in Fund Balance - Governmental Funds to the Statement  
of Activities*

*For the Year Ended September 30, 2019*

Net Change in Fund Balance-Governmental Funds	\$ 842,913
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the net effect of these differences in the treatment of capital outlays and related items. (See Note 4)	2,483,791
Other long-term assets that are not available to pay for current year expenditures are not reported in the governmental funds balance sheet.	(12,944)
Pension and OPEB expenditures reported in the funds use current financial resources, however, pension and OPEB expenses in the statement of activities will be expensed as incurred.	5,094
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. This amount is the net effect of these differences in the treatment of long-term debt and related items. (See Note 5)	<u>(2,040,650)</u>
Change in Net Position of Governmental Activities	\$ <u>1,278,204</u>

The accompanying notes are an integral part of the financial statements.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Reporting Entity***

Blanco County Emergency Services District No. 2 (the District) was created by election held in May 1989. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Blanco County Commissioners Court. The District's major activities include providing emergency services to the residents of and visitors to the district.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities.

As required by the accounting principles generally accepted in the United States, these financial statements present the primary government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Each included blended component unit listed below has a September 30 fiscal year-end.

Blanco County Emergency Services Auxiliary - is included as a component unit because of its operational and financial relationship with the District. The District appoints the members of the governing board, and the auxiliary was created by the District to provide support to the District and education to the community.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Management's Discussion and Analysis***

GASB Statement No. 34 requires that financial statements be accompanied by a narrative introduction and analytical overview of the government's financial activities in the form of a "management's discussion and analysis" (MD&A). This analysis is similar to analysis the private sector provides in their annual reports.

***Government-Wide Financial Statements***

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

***Statement of Net Position***

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - invested in capital assets, net of related debt; restricted; and unrestricted.

***Statement of Activities***

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

***Fund Financial Statements***

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.



**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Fund financial statements are provided for the government funds.

*General Fund*

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2019.

***Fund Balance Classification***

The District follows GASB No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the Districts highest level of decision making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

In fiscal year 2013, the District adopted a minimum fund balance policy. The policy requires the unassigned fund balance for future fiscal year ends to be at least equal to 25 percent of the total budget.

***Budgetary Comparison Schedules***

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments, and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the GASB 34 reporting model, governments are required to provide the District's original budget with the comparison of final budget and actual results.

The budget is adopted by the Commissioners prior to the beginning of the fiscal year. Amendments, if any, are only made during the year with approval from the Commissioners.

***Basis of Presentation***

The accounting and reporting policies of the District relating to the accompanying financial statements conform to U.S. generally accepted accounting principles as applicable to governmental units. U.S. generally accepted accounting principles for governmental units include those principles prescribed by the Governmental Accounting Standards Board (GASB), the Financial Accounting Standards Board (FASB), and appropriate pronouncements of the American Institute of Certified Public Accountants (AICPA).

***Government-Wide and Fund Accounting***

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2019, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental column is to be presented on a consolidated basis, and is reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues (property and sales taxes, certain intergovernmental revenues, fines, permits and charges, etc.).

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants. The District does not allocate indirect expenses.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustment necessary to reconcile funds based on fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental category. Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

***Basis of Accounting***

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

The government-wide statement of net position and statement of activities, are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District's revenues are recognized when they become measurable and available as current assets. Available means collectible within the current period or as soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

***Estimates***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

***Cash and Cash Equivalents***

The District considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. The carrying amounts for cash and cash equivalents equal fair value.

The District's investment guidelines are defined by a written investment policy that is approved by the District Board. In accordance with this policy, the investment funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Inventories**

Inventories consist of medical supplies on hand at year-end. Inventories are valued at cost based on the first-in, first out method.

***Capital Assets***

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Estimated useful lives for depreciable assets are as follows:

Building and Improvements	40 years
Furniture and Fixtures	5 to 7 years
Machinery and Equipment	3 to 15 years
Vehicles and Equipment	5 to 15 years

***Pensions***

The District has adopted accounting policy in response to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions, An Amendment of GASB Statement No. 27* (GASB 68).

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from TCDERS Fiduciary Net Position have been determined on the same basis as they are reported by TCDERS. For this purpose, plan contributions are recognized in the period

## **Blanco County Emergency Services District No. 2**

*Notes to the Financial Statements*

*September 30, 2019*

### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the District's Total Pension Liability is obtained from TCDRS through a report prepared for the District by TCDRS consulting actuary, Milliman, in compliance with GASB 68.

#### **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has the following items that qualify for reporting in this category.

- Deferred charges of refunding - A deferred charge of refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension contributions after measurement date - These contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets - This difference is deferred and amortized over a closed five-year period.
- Difference in projected and actual experience and changes in assumptions for pension assets - These differences are deferred and amortized over the average service life for all active, inactive, and retired members.

### **NOTE 2 - PROPERTY TAXES**

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2018 was \$816,156.

The tax assessment of October 1, 2018 sets the tax levy at \$0.10 per \$100 of assessed valuation at 100 percent of market value.

**Blanco County Emergency Services District No. 2***Notes to the Financial Statements**September 30, 2019***NOTE 2 - PROPERTY TAXES (Continued)**

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

**NOTE 3 - DEPOSITS, SECURITIES AND INVESTMENTS**

As of September 30, 2019, cash deposits were with depository banks, and these balances approximated fair value. As of September 30, 2019, all of the district's balances are insured by the FDIC or are secured by collateral held in the pledging bank's trust department in the District's name.

**NOTE 4 - CHANGES IN CAPITAL ASSETS**

Changes in governmental capital assets during the year ended September 30, 2019, were as follows:

	Balance			Balance
	October 1, 2018	Increases	Decreases	September 30, 2019
Capital Assets Not Being Depreciated				
Land	\$ <u>75,768</u>	\$ <u>34,770</u>	\$ <u>721</u>	\$ <u>109,817</u>
Other Capital Assets				
Furniture and fixtures	-	22,024	-	22,024
Machinery and equipment	8,369	692,150	9,559	690,960
Buildings and improvements	707,437	2,253,592	112,719	2,848,310
Vehicles and equipment	<u>706,200</u>	<u>1,085,548</u>	<u>265,321</u>	<u>1,526,427</u>
Total Other Capital Assets	1,422,006	4,053,314	387,599	5,087,721
Less accumulated depreciation	<u>(229,379)</u>	<u>(1,396,267)</u>	<u>(180,294)</u>	<u>(1,445,352)</u>
Other Capital Assets, Net	<u>1,192,627</u>	<u>2,657,047</u>	<u>207,305</u>	<u>3,642,369</u>
Total Capital Assets, Net of Depreciation	\$ <u>1,268,395</u>	\$ <u>2,691,817</u>	\$ <u>208,026</u>	\$ <u>3,752,186</u>

**Blanco County Emergency Services District No. 2**

Notes to the Financial Statements

September 30, 2019

**NOTE 4 - CHANGES IN CAPITAL ASSETS**

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	\$ 18,177
Public safety - Fire	165,991
Public safety - EMS	<u>90,142</u>
Total depreciation expense - Governmental Activities	\$ <u>274,310</u>

**NOTE 5 - CHANGES IN NONCURRENT LIABILITIES**

The following is a summary of noncurrent liability transactions during the year ended September 30, 2019:

	Balance October 1, <u>2018</u>	<u>Additions</u>	<u>Payments</u>	Balance September 30, <u>2019</u>
Building loan	\$ 338,421	\$ 2,010,754	\$ 15,909	\$ 2,333,266
Cardiac monitors	<u>-</u>	<u>68,708</u>	<u>22,903</u>	<u>45,805</u>
Total	\$ <u>338,421</u>	\$ <u>2,079,462</u>	\$ <u>38,812</u>	\$ <u>2,379,071</u>
				Principal Balance

**Payee and Terms**

Lone Star Capital Bank, loan to provide construction financing for a new building. The loan was originated on April 27, 2018 and provides for draws up to \$2,521,789 with an interest rate of 4.5%. The loan terms included interest only payments on the unpaid balance (accrue interest only from the date of each draw) until June 26, 2019. Monthly payments estimated at \$16,566 (including interest at 4.5%) beginning July 27, 2019 and continuing for 226 months until maturity at April 27, 2038. The amount drawn on the loan at September 30, 2019 was \$2,349,175.

\$ 2,333,266



**Blanco County Emergency Services District No. 2**

Notes to the Financial Statements

September 30, 2019

**NOTE 5 - CHANGES IN NONCURRENT LIABILITIES (Continued)**

Stryker assumed loans from Blanco County Volunteer Ambulance Corps, for cardiac monitors, payable in annual installments of \$22,903 including interest at zero percent, the balance due August, 2021, secured by the monitors.	<u>45,805</u>
Total non-current liabilities	2,379,071
Less current portion	<u>(105,098)</u>
Total Long-Term Debt	\$ <u>2,273,973</u>

Annual payments required to amortize all long-term debt outstanding as of September 30, 2019 including interest payments, are as follows:

Year Ending <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 105,098	\$ 103,316	\$ 208,414
2021	108,874	99,539	208,413
2022	89,921	95,590	185,511
2023	94,051	91,459	185,510
2024	98,372	87,138	185,510
2025 to 2029	563,947	363,605	927,552
2030 to 2034	705,947	221,606	927,553
2034 to 2038	<u>612,861</u>	<u>51,885</u>	<u>664,746</u>
	\$ <u>2,379,071</u>	\$ <u>1,114,138</u>	\$ <u>3,493,209</u>

**NOTE 6 - PENSION PLAN****Plan Description**

The District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the state-wide agent multiple-employer, public employee retirement system consisting of nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or at [www.tcdrs.org](http://www.tcdrs.org).

**NOTE 6 - PENSION PLAN (Continued)**

**Benefits Provided**

The plan provisions are adopted by the governing body of the District, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 10 or more years of service or with 30 years of service regardless of age or when the sum of their age and years of service equals 80 or more. Members are vested after 10 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump-sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, or death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. There are no automatic post-employment benefit changes; including automatic COLAs. Ad hoc post-employment benefit changes, including ad hoc COLAs, can be granted by the District's Board within certain guidelines.

Employees covered by benefit terms: At December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive Employees Accounts:	
Receiving benefits	0
Entitled to but not yet receiving benefits	<u>0</u>
	0
Active employees	17

**Contributions**

The District has elected the annually determined contribution rate (Variable-Rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the District based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the District is actuarially determined annually. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

**Blanco County Emergency Services District No. 2**

Notes to the Financial Statements

September 30, 2019

**NOTE 6 - PENSION PLAN (Continued)**

	<u>Contribution Rates</u>	
	<u>2018</u>	<u>2019</u>
Member	-	4%
Employers	-	1.69%
Fiscal year 2019 Employer Contributions	\$ -	\$ 7,286
Fiscal year 2019 Member Contributions	\$ -	\$ 14,741

**Actuarial Assumptions**

The total pension liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry Age Normal
Amortization Method	
Recognition of economic/demographic gains or losses	Straight-line amortization over expected working life
Recognition of assumptions and changes or inputs	Straight-line amortization over expected working life
Asset Valuation Method	
Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None
Inflation	2.75%
Salary Increases	Varies by age and service 4.8% average over career including inflation.
Investment Rate of Return	8.10% (Gross of administrative expenses)
Cost-Of-Living Adjustments	Cost-of-Living Adjustments for Blanco County Emergency Services District #2 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

**NOTE 6 - PENSION PLAN (Continued)**

Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality	Based on RP-2014 mortality tables.

The actuarial assumptions were developed from an actuarial experience investigation of TCDRS over the year 2013 - 2016. Assumptions were recommended by Millian, Inc., adopted by the TCDRS Board of Trustees in 2018 and first used in the December 31, 2018 actuarial valuation.

**Net Pension Liability**

The District's Net Pension Liability (NPL) was measured as of December 31, 2018, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

**Discount Rate**

The discount rate used to measure the total pension liability was 8.1%.

In order to determine the discount rate to be used, we have used an alternative method to determine the sufficiency of the fiduciary net position in all future years. This alternative method reflects the funding requirement under our funding policy and the legal requirements under the TCDRS Act.

1. TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UALL) shall be amortized as a level percent of pay over 20-year closed layered periods.
2. Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
3. The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
4. Any increased cost due to the adoption of a cost-of-living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position is determine to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to

**Blanco County Emergency Services District No. 2**

Notes to the Financial Statements

September 30, 2019

**NOTE 6 - PENSION PLAN (Continued)**

the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability of the employer is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses for GASB 68 purposes. Therefore, we have used a discount rate of 8.10%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 8.0%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2018 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is based on a 30-year time horizon; the most recent analysis was performed in 2018 based on the period January 1, 2013 - December 31, 2016.

<u>Asset Class</u>	<u>Benchmark</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return (Expected minus inflation)</u>
US Equities	Dow Jones U.S. Total Stock Market Index	10.50%	5.40%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index	18.00%	8.40%
Global Equities	MSCI World (net) Index	2.50%	5.70%
International Equities- Developed Markets	MSCI World Ex USA (net) Index	10.00%	5.40%
International Equities- Emerging Markets	MSCI Emerging Markets (net) Index	7.00%	5.90%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	1.60%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	12.00%	4.39%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.95%
Distressed Debt	Cambridge Associated Distressed Securities Index	2.00%	7.20%
REIT Equities	67% FTSE NAREIT Equity REITs Index + 33% S&P REIT (net) Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	3.00%	5.85%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index	6.00%	6.30%
Hedge Funds	Hedge Funds Research, Inc. (HFRI) Fund of Funds Composite Index	13.00%	3.90%

**Blanco County Emergency Services District No. 2***Notes to the Financial Statements**September 30, 2019***NOTE 6 - PENSION PLAN (Continued)****Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension**

At September 30, 2019, the District reported a net pension asset of \$243 measured at December 31, 2018. For the year ended September 30, 2019, the District recognized pension expense of \$2,192.

There were no changes of assumptions or other inputs and affected measurement of the total pension liability during the measurement period.

Changes in the net pension liability for the measurement year ended December 31, 2018 are as follows:

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Fiduciary Net Position (b)</u>	<u>Net Pension Liability/(Asset) (a) - (b)</u>
Balances as of December 31, 2017	\$ -	\$ -	\$ -
Changes for the year:			
Service cost	5,798	-	5,798
Interest on total pension liability	470	-	470
Effect of plan changes	-	-	-
Effect on economic/demographic gains or losses	(465)	-	(465)
Effect on assumptions changes or inputs	-	-	-
Refund of contributions	-	-	-
Benefit payments	-	-	-
Administrative expenses	-	(4)	4
Member contributions	-	4,189	(4,189)
Net investment income	-	65	(65)
Employer contributions	-	1,623	(1,623)
Other	-	173	(173)
Balances as of December 31, 2018	\$ 5,803	\$ 6,046	\$ (243)

**Blanco Emergency Services District No. 2***Notes to the Financial Statements**September 30, 2019***NOTE 6 - PENSION PLAN (Continued)****Sensitivity Analysis**

The following presents the net pension liability of the District, calculated using the discount rate of 8.10%, as well as what the Blanco Emergency Services District No. 2 net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (7.10%) or 1 percentage point higher (9.10%) than the current rate.

	1% Decrease <u>7.10%</u>	Current Discount Rate <u>8.10%</u>	1% Increase <u>9.10%</u>
Total pension liability	\$ 7,176	\$ 5,803	\$ 4,745
Fiduciary net position	<u>6,046</u>	<u>6,046</u>	<u>6,046</u>
Net pension liability / (Asset)	\$ 1,130	\$ (243)	\$ (1,301)

As of December 31, 2018, the deferred inflows and outflows of resources are as follows:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$ 426	\$ -
Changes in assumptions	-	-
Net difference between projected and actual earnings	-	138
Contributions made subsequent to measurement date	N/A	5,139

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

Year ended December 31:	
2019	\$ (4)
2020	(4)
2021	(4)
2022	(6)
2023	(39)
Thereafter	(231)

**Blanco County Emergency Services District No. 2**

Notes to the Financial Statements

September 30, 2019

**NOTE 7 - MERGER**

Effective October 1, 2018, the District assumed operations of all fire and emergency services within the District by merging with the Blanco Volunteer Fire Department and the Blanco Volunteer Ambulance Corps. The following were transferred from the non-profits to the governmental entity:

	Volunteer Fire Department	Volunteer Ambulance Corps
Cash	\$ 39,355	\$ 94,000
Billing receivables	-	56,784
Inventory	-	30,596
Net capital assets	230,352	213,277
Stryker loan	<u>-</u>	<u>(68,708)</u>
	\$ <u>269,707</u>	\$ <u>325,949</u>

**NOTE 8 - SUBSEQUENT EVENTS**

Subsequent to year end, the District was named in an Investment Agreement between Blanco County and Kinder Morgan Texas Pipeline, LLC. In the agreement, the District is to receive \$172,000. As of April 12, 2020, no money has been received. In addition, the District also purchased a Dodge Ambulance for \$158,650 in fiscal year 2020.

The District did not have any other subsequent events through April 12, 2020, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2019.



**REQUIRED SUPPLEMENTARY INFORMATION**

**Blanco County Emergency Services District No. 2**

*Budgetary Comparison Schedule*

*For the Year Ended September 30, 2019*

	<u>General Fund</u>			Variance with Final Budget Positive (Negative)
	<u>Budget</u>		Actual Amounts <u>Budgetary Basis</u>	
	<u>Original</u>	<u>Final</u>		
Revenues				
Property taxes	\$ 813,398	\$ 813,398	\$ 825,631	\$ 12,233
Sales taxes	104,000	104,000	143,490	39,490
Billing revenues	258,567	258,567	308,668	50,101
Grants	-	-	6,125	6,125
Miscellaneous revenue	<u>19,294</u>	<u>19,294</u>	<u>3,309</u>	<u>(15,985)</u>
Total Revenues	<u>1,195,259</u>	<u>1,195,259</u>	<u>1,287,223</u>	<u>91,964</u>
Expenditures				
Audit and accounting	5,100	6,600	6,496	104
Equipment and supplies	92,862	79,862	48,257	31,605
Fundraising and miscellaneous	22,510	22,510	685	21,825
Human resources and development	581,891	577,116	580,782	(3,666)
Insurance	110,040	102,120	80,102	22,018
Office and administration	61,032	55,975	50,847	5,128
Station expenses	40,989	58,764	55,806	2,958
Vehicle expenses	<u>46,398</u>	<u>72,265</u>	<u>55,106</u>	<u>17,159</u>
Total Expenditures	<u>960,822</u>	<u>975,212</u>	<u>878,081</u>	<u>97,131</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures	<u>234,437</u>	<u>220,047</u>	<u>409,142</u>	<u>189,095</u>
Other Financing Sources (Uses):				
Loan proceeds	-	-	2,079,462	2,079,462
Merger with Volunteer Ambulance Corps	-	-	325,949	325,949
Merger with Volunteer Fire Department	-	-	269,707	269,707
Contributions	100,000	100,000	72,007	(27,993)
In-kind donations	-	-	184,320	184,320
Sale of assets	-	-	411,228	411,228
Interest income	-	-	8,679	8,679
Capital outlay	(159,373)	(152,983)	(2,816,127)	(2,663,144)
Debt service	<u>(185,736)</u>	<u>(185,736)</u>	<u>(101,454)</u>	<u>84,282</u>
Total Other Financing Sources (Uses)	<u>(245,109)</u>	<u>(238,719)</u>	<u>433,771</u>	<u>672,490</u>
Excess (Deficiencies) of Revenues and Other Sources Over Expenditures and Other (Uses)	<u>\$ (10,672)</u>	<u>\$ (18,672)</u>	842,913	<u>\$ 861,585</u>
Fund Balance, Beginning of Year			<u>381,219</u>	
Fund Balance, End of Year			\$ <u>1,224,132</u>	

**Blanco County Emergency Services District No. 2**

*Schedule of Changes in Net Pension Liability and Related Ratios*

	Year Ended December 31									
	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
<b>Total Pension Liability</b>										
Service cost	\$ 5,798	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Interest on total pension liability	470	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Effect of plan changes	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Effect of assumption changes or inputs	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Effect of economic/demographic (gains) or losses	(465)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Benefit payments/refunds of contributions	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Net change in total pension liability	5,803	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total pension liability, beginning	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total pension liability, ending (a)	\$ 5,803	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Fiduciary Net Position</b>										
Employer contributions	\$ 1,623	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Member contributions	4,189	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Investment income net of investment expenses	65	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Benefit payments/refund of contributions	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Administrative expenses	(4)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Other	173	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Net change in fiduciary net position	6,046	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Fiduciary net position, beginning	-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Fiduciary net position, ending (b)	\$ 6,046	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Net pension liability / (asset), ending = (a) - (b)	\$ (243)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Fiduciary net position as a % of total pension liability	104.18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Pensionable covered payroll	\$ 104,735	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Net pension liability as a % of covered payroll	-0.23%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

This schedule is presented to illustrate the requirement to show information for 10 years. However, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 68, they should not be shown here. Therefore, we have shown only years for which the new GASB statements have been implemented.

## **Blanco County Emergency Services District No. 2**

### *Schedule of Employer Contributions*

Year Ending <u>December 31</u>	Actuarially Determined <u>Contribution</u>	Actual Employer <u>Contribution</u>	Contribution Deficiency (Excess)	Pensionable Covered <u>Payroll(1)</u>	Actual Contribution as a % of Covered <u>Payroll</u>
2009	-	-	-	-	-
2010	-	-	-	-	-
2011	-	-	-	-	-
2012	-	-	-	-	-
2013	-	-	-	-	-
2014	-	-	-	-	-
2015	-	-	-	-	-
2016	-	-	-	-	-
2017	-	-	-	-	-
2018	1,623	1,623	-	104,735	1.6%

(1) Payroll is calculated based on contributions as reported to TCDRS.

#### **Notes to Schedule**

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

#### Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	20.0 years (based on contribution rate calculated in 12/31/18 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation.
Investment rate of Return	8.00%, net of investment expenses, including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age of service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for Females, both projected with 110% of the MP-2014 Ultimate Scale after 2014.

**Blanco County Emergency Services District No. 2**

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*Schedule of Employer Contributions (Continued)*

Changes in Assumption and Methods Reflected in the Schedule of Employer Contributions      2018: No changes in assumptions.

Changes in Plan Provision Reflected in the Schedule of Employer Contributions      2018: No changes in plan provisions were reflected in the schedule.

## Connie Harrison

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**From:** mislinda118@verizon.net  
**Sent:** Monday, March 23, 2020 11:23 PM  
**To:** Connie Harrison; Emil Ray Uecker; Chris Liesmann; Paul Granberg; Tommy Weir; Brett Bray  
**Subject:** Annual RPT from BCHC  
**Attachments:** historical marker update\_1.31.2020.pdf; 2019\_Blanco-CHC-Report\_02-27-20.pdf; Marker Types - 2020.pdf

Judge Bray and Commissioners:

my apology for not reporting earlier but since January 11, 2020, I have been to my Doctor, went to the wound care of the hospital in Fredericksburg for 15 days, back to the doctor, and now I am going to physical therapy every other day in Fredericksburg. The good news is that I may only have a couple more weeks of the wrapping of my legs ever other day. Now the coronavirus has added to the mix so I decided to give all of you a report through email.

The report from the Historical Commission was better than I thought it might have been. Even planning can not predict what will happen during the year.

First Texas Historical Commission lost the MARKER foundry so we could not apply for markers. The marker for the Brown Cemetery was caught in the shut down of the foundry so we are having to wait for the new foundry to get this marker. I have received notice(attached) of the new foundry and that the back log of markers should take 8 months in 2020. THC is also accepting applications again for designations and markers. Prices for the markers has gone up but any markers from the old price and already paid for will stay the same price or THC will pick up the difference for our families.

The Blanco County Historical commission agreed to work on a pictorial book for Blanco County. I spoke to Arcadia Publishing about printing the book. Arcadia does not charge initially if you can show them that you will be able to sell enough books to cover the cost and if cost is made a percentage is given to the CHC on each book There are several other requirements the historical commission would do, like getting together 220 pictures with short tags under the photos, writing history of the county, cataloging the pictures and etc. Still working on the book.

Received a letter from the Peyton Colony Heritage Association, requesting assistance to regain the Old Lime Kiln from the State of Texas. The Blanco County Historical Commission voted to assist in the efforts to make this request a reality. I have been looking into the reason the State got the property. I found that during the presidential years of President Johnson, Blanco County had a presidential trail. The State got the kiln for a site to visit if you followed the trail. I shall send more information about this plus a copy of all information gathered on the site. I also have developed an opinion and will share with you gentlemen and the state of Texas as soon as I am able.

Thank you for supporting the Blanco County Historical Commission

Linda Howard  
Chair, Blanco County Historical Commission

#115

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, February 24, 2020 10:15:40 PM  
**Last Modified:** Thursday, February 27, 2020 6:12:18 PM  
**Time Spent:** Over a day  
**IP Address:** 96.8.168.235

Page 2: Contact Information

**Q1** Please enter the name of your county.

Blanco

**Q2** Enter name of CHC chair who managed 2019 work. If you have "co-chairs," pick the one chair who can be the one point of contact for our agency.

Name of 2019 CHC chair	<b>Linda D. Howard</b>
Chair's address	<b>314 Trainer Street-Box 13, Blanco, Texas 78606</b>
Chair's cell phone number	<b>None</b>
Other phone number for chair	<b>830-833-4971</b>
Email address for chair	<b>Mislinda118@verizon.net</b>

**Q3** Info for individual filling out this report IF OTHER THAN CHAIR, so we can make further inquiries about report.

Respondent skipped this question

Page 3: Organizational Basics

**Q4** Enter volunteer hours that were contributed in 2019. If you do not track hours, enter an approximate number. Enter the number "0" if your CHC is inactive.

Volunteer hours	<b>620</b>
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**Q5** Enter the number of full commission meetings your CHC held in 2019. Both items below must be answered using numbers only; do not use punctuation, symbols or text. Enter the number "0" in both boxes, if your CHC did not meet.

CHC full commission meetings in 2019	<b>2</b>
CHC committee meetings in 2019	<b>1</b>

**Q6** Provide the total number of CHC appointees serving in the 2019 year of service. Please enter numbers only for your answer; webpage will not advance if you enter punctuation, symbols, or text.

# of CHC appointees	<b>21</b>
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**Q7** If needed, provide comments / clarifications about hours, appointee count, or meetings. Skip if no comment.

Respondent skipped this question

Page 4: Organizational Basics (continued)

**Q8** Quorum is met when a majority of all appointees are present at a CHC meeting. Check the box next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2019. Clicking a circle selects the circle; clicking again will deselect the circle.

**26-50% of full commission meetings made quorum**

**Q9** Open Meetings Act training is offered by the Texas Attorney General's office on their website. All appointees should take this training so that your CHC adheres to applicable laws and policies concerning appointed roles. Check the percentage that best reflects the number of CHC appointees who have completed Open Meetings training.

**51-75% of our CHC appointees have taken Open Meetings training**

Page 5: Organizational Basics (continued)

**Q10** Check each way your CHC officially reported 2019 activities to your county officials.

**Submitted CHC meeting minutes,**

**Submitted a CHC budget,**

**Plan to present summary of 2019 accomplishments to commissioners court in early 2020**

**Q11** Check the elected officials that your CHC regularly invited to events and activities in 2019.

**County judge,**

**Mayor/s of cities in your county**

Page 6: Financial Resources

**Q12** Which serves as the repository for CHC money? Check each answer that applies to your CHC.

**County treasury**



**Q13** Enter the amount of money provided to your CHC next to each line item. Use numbers for the dollar amount, rounding amount up to the nearest dollar. Please do not use symbols or text; commas and decimals are considered to be symbols. Each box requires an amount; enter the number "0" if no monies are associated with the line item.

Balance carried over from 2018:	<b>250</b>
Annual county allocation for 2019 (not including money for museums):	<b>1500</b>
County money allotted for museums in 2019 (passing through CHC):	<b>0</b>
Any other money issued by county during 2019 (one-time amount for a special project, etc.):	<b>0</b>
CHC fundraising proceeds (events, book sales, etc.) during 2019:	<b>0</b>
Grant money provided to CHC in 2019:	<b>0</b>
Partner/nonprofit money donations made in 2019:	<b>0</b>
"Membership" dues (though not recommended, some CHCs do request dues):	<b>0</b>
Any other money amounts for 2019 not already included above; DO NOT include CHC appointee out-of-pocket expenses.	<b>0</b>

**Q14** Provide any clarifications about above amounts; skip if you have no comments.

Respondent skipped this question

Page 7: Financial Resources (continued)

**Q15** Check the alternative funding methods that apply to your CHC in 2019.

Respondent skipped this question

**Q16** In-kind donations are goods and/or services provided to your organization at no charge. Check any in-kind donations provided by your COUNTY in 2019.

**Assistance from county staff--posting meetings, financial reports, legal consultations, etc.**

**Professional expertise of county staff (for any subject / need)**

**Administrative supplies or services--postage, paper, ink, copier, etc.**

Page 8: Organizational Planning

**Q17** Work plans define project tasks, responsible participants, and deadlines. Check the box by the statement that best reflects the state of CHC planning documents.

**CHC has a work plan but it is simply a list of work that needs to be accomplished**

**Q18** Check the boxes below that identify areas where concerted efforts were made to improve work in 2019 relative to previous years of service. Skip if none apply to your CHC.

- Preservation education for appointees,**
- Partnerships,**
- Online presence of CHC and/or county history,**
- Initiated a new CHC project / event,**
- Improved an ongoing CHC project / event**

Page 9: CHC Appointee Education

**Q19** Enter the number of CHC appointees who attended each training type or training from the listed organization. Please use numbers only; do not use text or symbols.

THC's 2019 Real Places Conference	<b>1</b>
THC cemetery workshop or webinar	<b>1</b>
THC museum workshop or webinar	<b>2</b>

**Q20** Check the box if your CHC provided or accessed the listed educational opportunity for its appointees.

**Provided educational presentations for your CHC appointees**

Page 10: CHC Stewardship and Survey

**Q21** Please acknowledge accuracy of reporting answers.

**I certify that, when specified by questions and information requests below, my answers will reflect CHC work performed in the 2019 year of service.**

**Q22** Check the work items in which your CHC was actively involved during 2019.

**Maintain an inventory of subject MARKERS in your county**

**Visit sites to monitor the physical condition of subject MARKERS in your county**

**Cleaned or repaired MARKERS,**

**Maintain an inventory of CEMETERIES in your county,**

**Visit sites to monitor the physical condition of CEMETERIES in your county**

**Maintain an inventory of CEMETERY ORGANIZATIONS in your county**

**CHC uses the Secretary of the Interior's Standards for the Treatment of Historic Properties to determine appropriate repair and new construction when making recommendations to the public**

Please provide brief comments about work related to monitoring the physical condition of historic resources. Also comment on work that altered the courthouse, square, schools, or plazas if you checked those boxes above.:

Currently working on updating the inventory of cemeteries in Blanco County with the intent of putting this information on line and including other information like the cemetery associations and who to contact, layout of the cemetery, directions with longit and latitude and some geneological information about the burials. We are doing designations for historical cemeteries with the hope that a marker will be purchased for the cemetery.

**Q23** Are you aware of ongoing work that is managed by individuals / organizations other than the CHC?

**Know of others who planned or pursued work that altered historic county COURTHOUSE or its square**

Please share what you know about work related to courthouse, square, schools, or plazas that are marked above as having been altered by individuals / organizations other than the CHC.:

County Judge Bray and the County Commissioners are working on our County Courthouse in Johnson City. Texas Historical Commission is aware of this intent to get a grant to restore the courthouse. The Courthouse has not been altered at this stage of planning. CHC was involved in the first meeting.

Page 11: CHC Stewardship and Survey (continued)

**Q24** Please read the survey description above. If your CHC has performed work associated with formal cultural and historic resource survey, use the comment box below to describe survey work completed in 2019. Include work to initiate or maintain existing surveys. Skip question if CHC has not performed this type of survey work.

Respondent skipped this question

Page 12: CHC Programs and Events

**Q25** Check the box for each work item in which your CHC was actively involved in 2019.

**Consulted with citizens about potential / ongoing historical MARKER topics**

**Participated in a regional preservation or tourism event (Texas Archeology Month event, Preservation Month event, history conference, cultural heritage festival, etc.)**

If you'd like, provide brief comments about work related to boxes checked above. Consider providing details for these events in the Project Description section at the end of this report.:

CHC participated in Archeology Month by partnering again with the Johnson City Library on a program on fossils for their youth program. CHC helped provide the fossils and a poster on popular fossils. Spoke to the Blanco City Historical Preservation Commission about the Untold Stories Marker. Suggested one about an author from Blanco who wrote about her experience in China. The Blanco Library has a complete Collection of her books.

Page 13: Community Awareness, Participation, and Revitalization

**Q26** Check the box next to each work item in which your CHC was actively involved during 2019.

**Identified and/or researched areas of development within your county that could impact cultural and historic resources**

If you'd like, provide brief comments about work related to boxes checked above.:

Blanco County is developing currently at an accelerated rate. With new business and homes being built to accomodate the new residents of our county, the commission has had to watch two specific sites. One is the Hanging Tree which is on private property and the other is the Old Lime Kiln used by Peyton Colony which currently is on property owned by the State of Texas. The commission member, Steve, has been tracking and made contact with the owners of the Hanging Tree. Requested that they allow the commission to take pictures for documentation or allow the commission to start designation of historic. The owners and her son both know the history and still wish to keep the information quiet for fear of visitors. The Peyton Colony Association was contacted by the Chair of the Commission about the Old Lime Kiln. The Association members responded with a letter requesting the state return the site to the Peyton Colony Association. The Peyton Colony Association will maintain this historic site and replace the marker which is missing. Blanco County Historical commission researched and working on the solution.

**Q27** Are you aware of ongoing work in your county related to these preservation-related matters?

Respondent skipped this question

Page 14: CHC Partnerships

**Q28** Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community. Check each of the individuals and organizations with which your CHC partnered during 2019.

**Libraries,  
Museums,  
Cemetery organizations**

Page 15: CHC Partnerships (continued)

**Q29** Check the boxes that reflect your CHC's role with museums.

**CHC appointees volunteer with museum/s,  
CHC appointees sit on board of a county museum**

**Q30** When considering your overall workload, check the range that applies to your CHC.

**0% of CHC time spent on museum related work**

**Q31** Please note the name, address, phone number, and operating hours for each of the museums the CHC operates.

Respondent skipped this question

Page 16: 2019 Project Descriptions

**Q32** Project Description #1 (of 3)—Share ONE project, effort, or service that resulted in a preservation and/or protection outcome. Projects may include, but are not limited to, building rehabilitations, site clean-ups, digitization of archival documents, oral history, etc. Description must include the following information to illustrate the nature of efforts involved: -- your county name-- describe project, effort, or service and your CHC's role -- note partners in planning and/or implementation; note how each contributed-- impact of the project/effort/service—improvements made, public benefit, etc.

Respondent skipped this question

Page 17: 2019 Project Descriptions

**Q33** Project Description #2 (of 3)—Share ONE project, effort, or service that was developed to educate the citizens of your county and/or celebrate history with the citizens of your county. Description must include the following information to illustrate the nature of efforts involved: -- your county name-- describe project, effort, or service and your CHC's role-- note partners in planning and/or implementation; note how each contributed - - impact of the event/effort/service—attendance, improvements made, public benefit, etc.

Respondent skipped this question

Page 18: 2019 Project Descriptions

**Q34** Project Description #3 (of 3)—Share ONE project, effort, or service that was developed to educate audiences OUTSIDE of your county or celebrate history with audiences OUTSIDE of your county. Many CHCs report on heritage tourism activities or public symposiums that are outside of the county. Description must include the following information to illustrate the nature of efforts involved: -- your county name-- describe project, effort, or service and your CHC's role -- note partners in planning and/or implementation; note how each contributed-- impact of the event/effort/service—attendance, improvements made, public benefit, etc.

Respondent skipped this question

Page 19: CHC Comments for the THC

**Q35** Share your thoughts on THC and/or CHC Outreach services that have helped your CHC.

Blanco County Historical commission started a project to work on designation of cemeteries in our county as historic. Five members of our CHC had attended a workshop on cemeteries which during the workshop, we learned that although our cemeteries had been identified during a survey, the cemeteries had not been taken further in the process. Our members identified cemeteries who needed the highest priority of attention. From there the CHC started designation process. Carly Hammond of the THC Cemetery Preservation group has been a valued resource to our commission. This group has help us establish a committee for the designation of cemeteries.

**Q36** If you'd like, share information not already submitted in this report. Feel free to comment on specific preservation issues--successes and/or challenges--in your county. Respondent skipped this question

**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

January 31, 2020

Dear CHC Members,

Thank you for your patience as we worked through the process of finding a vendor to replace Southwell Company, which sold their firm in May. In August, an RFP was posted to find a new foundry. Two vendors, both proposing production outside of Texas, submitted proposals. After carefully and thoroughly evaluating the submissions and sample markers, staff determined that Eagle Sign & Design was the best value to the state of Texas. We're excited to begin work with our new partners, who have demonstrated a commitment to producing and shipping high-quality historical markers.

To resume the process, THC Commissioners voted on a work plan for this year's markers at its quarterly meeting on January 29<sup>th</sup>. They approved production of no more than 185 historical markers this cycle (including up to 15 undertolds), which is equivalent to the number authorized in previous work plans. Commissioners also approved a marker application cycle of April 1<sup>st</sup> through June 15<sup>th</sup>, 2020, and undertold marker application cycle from November 1<sup>st</sup> to December 15<sup>th</sup> of this year. These application cycle dates will likely remain similar for future years, coinciding with one-year contract increments with the new foundry. Costs to sponsors will not increase during this marker cycle, though prices may change when and if the THC agrees to renew the contact each year. Marker applications for 2020 will be available on the marker webpage beginning on February 3<sup>rd</sup>.

Also at the January Quarterly Meeting, Commissioners approved 2019 CHC-authorized marker inscriptions. Those markers, in addition to 2019 markers which already received Commission approval before Southwell went out of business, will be sent to the foundry for casting beginning next week. Based on responses from Eagle Sign & Design during the evaluation process, we estimate that all of these markers will be cast and shipped within the next eight months. While the cost of production has increased modestly, the agency will cover the difference in price.

Thank you once again for your patience and understanding. We are excited about our venture with Eagle Sign & Design, and look forward to again partnering with CHCs and marker sponsors in continuing work on the nation's leading historical marker program. If you have any questions, please direct them toward Charles Sadnick, Director of History Programs Division ([charles.sadnick@thc.texas.gov](mailto:charles.sadnick@thc.texas.gov)).

Sincerely,

DocuSigned by:  
*Mark Wolfe, Executive Director*  
A2A9711769D2462...

Mark Wolfe  
Executive Director





TEXAS HISTORICAL COMMISSION

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**OFFICIAL TEXAS HISTORICAL MARKER TYPES AND SIZES**

**(There is a \$100 application fee in addition to the prices listed below)**

\*Due to possible increases in shipping and material costs, marker prices are subject to change.

Marker sponsors are responsible for paying the full cost of the historical marker and will be notified via invoice with a 45-day payment deadline should marker prices increase. Sponsors may choose to withdraw from the marker process at any time before a marker is ordered, and will be refunded payment, not including the application fee.



**Large Subject Marker /  
Large Recorded Texas Historic Landmark Marker**  
27" x 42"

Available with or without a post  
**\$1875 with post, \$1675 without post**



**Small Subject Marker /  
Small Recorded Texas Historic Landmark Marker**  
18" x 28"

Available with or without a post  
**\$1175**



**Recorded Texas Historic Landmark - Medallion & Plaque**  
12" x 16"

Available with or without a post  
**\$850**

**Replacement parts:**  
**Medallion Only: \$375**  
**Plaque Only: \$475**



**Supplemental Plaque (For existing markers)**  
12" x 6"

**\$400**

Updated 1/2020

Texas Historical Commission  
History Programs Division  
P.O. Box 12276, Austin, TX 78711-2276  
Phone 512/463-5853  
markers@thc.texas.gov



**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

## TEXAS HISTORICAL COMMISSION

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### OFFICIAL TEXAS HISTORICAL MARKER TYPES AND SIZES

(There is a \$100 application fee in addition to the prices listed below)

\*Due to possible increases in shipping and material costs, marker prices are subject to change.

Marker sponsors are responsible for paying the full cost of the historical marker and will be notified via invoice with a 45-day payment deadline should marker prices increase. Sponsors may choose to withdraw from the marker process at any time before a marker is ordered, and will be refunded payment, not including the application fee.



#### Large Historic Texas Cemetery

27" x 42"

Available with or without a post

**\$1875 with post, \$1675 without post**



#### Small Historic Texas Cemetery –

18" x 28"

Available with or without a post

**\$1175**



#### Historic Texas Cemetery –

#### Name and Date Plaque with Medallion

12" x 6"

Available with or without a post

**\$700**



#### Historic Texas Cemetery – Medallion

**Special Note:** Only available for existing Cemetery Subject Markers

Available to attach to surface or existing marker post

**\$350 for surface or for existing post**

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Updated 1/2020

Texas Historical Commission  
History Programs Division  
P.O. Box 12276, Austin, TX 78711-2276  
Phone 512/463-5853  
markers@the.texas.gov



**TEXAS HISTORICAL COMMISSION**  
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## TEXAS HISTORICAL COMMISSION

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### OFFICIAL TEXAS HISTORICAL MARKER TYPES AND SIZES

(There is a \$100 application fee in addition to the prices listed below)

\*Due to possible increases in shipping and material costs, marker prices are subject to change.

Marker sponsors are responsible for paying the full cost of the historical marker and will be notified via invoice with a 45-day payment deadline should marker prices increase. Sponsors may choose to withdraw from the marker process at any time before a marker is ordered, and will be refunded payment, not including the application fee.

#### 1936 Centennial Markers

The Texas Legislature created The Commission of Control for Texas Centennial Celebrations in 1935, to commemorate the 100th anniversary of Texas' independence from Mexico the following year. The state placed about 1100 exposition buildings, memorial museums, statues, and gray and pink granite markers and monuments around Texas. The Texas Historical Commission was created in 1953 and given authority over the 1936 markers. There are a variety of 1936 Centennial Markers throughout the state of Texas (pictured below).

Replacement of 1936 Centennial Marker parts are available upon request. Please email [markers@thc.texas.gov](mailto:markers@thc.texas.gov) or call 512-463-5853 to inquire as to the current prices and an order form.



- 1936 Centennial Bronze Seal – 18" Diameter
- 1936 Centennial Bronze Plaque – 24" x 18"
- 1936 Centennial Bronze Star – 4 1/4"
- 1936 Centennial Bronze Wreath – 9" Diameter
- 1936 Centennial Bronze Wreath & Star

Updated 1/2020

Texas Historical Commission  
History Programs Division  
P.O. Box 12276, Austin, TX 78711-2276  
Phone 512/463-5853  
[markers@thc.texas.gov](mailto:markers@thc.texas.gov)



**TEXAS HISTORICAL COMMISSION**  
*real places. telling real stories.*

## MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective February 7, 2020, is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and the Blanco County ("End User"), a local government created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

### 1.0 **Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

**Sheriffs' Association of Texas, Inc.**  
**1601 S. Interstate 35**  
**Austin, Texas 78741-2503**

**Blanco County**  
**101 East Pecan**  
**Johnson City, Texas 78636**

  
SAT Authorized Signature

\_\_\_\_\_  
Brett Bray  
Blanco County Judge





**Sheriffs' Association of Texas**

**Vehicle Procurement Program**

**Solicitation for Bids and**  
**Contract Terms and Conditions**

1601 S IH 35 Frontage Road  
Austin, Texas 78741  
Main Number – (512) 445-5888

**Contact:**

**Jason Bennett**  
919-459-8195  
jason@txsheriffs.org

**Kaylyn Mitman**  
919-459-6471  
kaylyn@txsheriffs.org



## Section I

### Pre-Bid Procedures

#### 1.0 PURPOSE

The Sheriffs' Association of Texas (SAT) invites interested vendors, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Sheriffs' Association of Texas will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this solicitation for bids is to establish a contract with manufacturer's authorized dealers for the purpose of providing vehicles on a "no trade-in basis."

**Trade-ins are not addressed in this contract. If an agency has a desire to offer vehicles/equipment for trade to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this contract.**

#### 1.1 DEFINITIONS

The following terms are defined as the follows:

- a) Vehicle Procurement Program (VPP) – A program managed by the Sheriffs' Association of Texas for the purpose of providing public procurement of quality goods (motor vehicles) to support effective and efficient government ensuring the prudent use of public funds. The primary goals of the VPP are:
  - Providing efficient delivery of products and services;
  - Obtaining best value through competition;
  - Offering fair and equitable competitive contracting opportunities for suppliers; and
  - Maintaining public confidence through ethical and transparent procurement practices.
- b) Contract Administrator – The Sheriffs' Association of Texas employee who is responsible for administering the contract solicitations and administration process for the Vehicle Procurement Program.
- c) Cooperative Bid Coordinator – The Sheriffs' Association of Texas employee who is responsible for the day to day operations of the Vehicle Procurement Program.

Sheriffs' Association of Texas Vehicle Procurement Program – Solicitation for Bids and Contract Terms and Conditions 2019

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- d) Vehicle Procurement Advisory Committee (VPAC) – A body composed of employees of sheriffs' offices and other local governmental agencies in Texas, and any other person who the SAT identifies as subject matter experts that will assist with the development of bid specifications, evaluation of bid responses, and the awarding of contracts.
- e) Pre-Bid Conference – A meeting held by the SAT that invites dealers and manufacturers' representatives to attend a review all current contract year vehicle specifications and the VPP's Solicitation for Bids and Contract Terms and Conditions.
- f) Contractor – The bidder that has been awarded a contract and agrees to sell vehicles and equipment under the requirements, specifications, and terms and conditions of this agreement, to eligible Customers, as defined herein.
- g) Customer – An eligible Customer as defined in Section 1.2.
- h) VEBA – The Sheriffs' Association of Texas' Vehicle Bid Award System, located at [www.txveba.org](http://www.txveba.org) which is the online system created for the submission of electronic bids and tabulation of bid results for the specifications contained herein.
- i) VEBA Administrator – An employee of "Liquifusion" (the creator of VEBA) responsible for maintaining and supporting all functions of VEBA and for distributing VEBA usernames to participating bidders.
- j) Bid – A competitive bid procedure initiated through the issuance of a solicitation for bids. The term "bid" as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- k) Bid Title – The bid title consists of the bid number assigned to each contract term by the SAT.
- l) Bidder – The entity that submits a bid and documentation to the SAT Contract Administrator in accordance with the terms and conditions contained herein.
- m) Zones – Predetermined regions within Texas that are used to calculate delivery fees for bidding purposes. (See Zone Map)

Sheriffs' Association of Texas Vehicle Procurement Program – Solicitation for Bids and Contract Terms and Conditions 2019

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- n) SAT Vehicle Specification Notebook – A resource notebook provided to dealers that contains all bid-eligible vehicle specifications during the existing contract term.
- o) Factory – The manufacturer or assembly line for motor vehicles or equipment.
- p) Dealer Option – A product or service provided by the dealer or third party but not the factory.
- q) Add Option – A product or service provided by the vehicle manufacturer.
- r) Fleet Final Order Date – The model year cutoff date by which vehicles must be ordered as set forth by the manufacturer.
- s) Upfitter – An individual or business who installs non-factory options on a vehicle or equipment.
- t) Subcontractor or 3<sup>rd</sup> Party – An individual or business that contracts to perform part or the entirety of another individual or business's contract.
- u) MSRP – The manufacturer's suggested retail price, which represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP lists for use in the submission of bids and the resulting contract:
  - 1) Manufacturer's computer printouts; Ford – DORA, General Motors – GM AUTOBOOK; or approved equivalent
  - 2) Chrome Systems, Inc.'s PC Carbook (for instance, PC Carbook Plus and PC Carbook Fleet Edition)
  - 3) Manufacturer's Annual US Price Book
  - 4) Manufacturer's official website
  - 5) Edmunds (no subscription required)(Note some of the above resources require a paid subscription)
- v) Total Recognized MSRP – Occurs when an SAT requested option does not exist on the base vehicle model as a free flow option contained in the manufacturer's order guide. This MSRP is generated by the creation of a new model that includes the requested SAT option content. The Total

Recognized MSRP is calculated as the differential between the dealer costs on the representative base vehicle versus total MSRP of the requested SAT option modifying the vehicle.

- w) Special Service Vehicle (SSV) – Specialized vehicles that are generally heavier duty vehicles that may come with specialized option packages that are used for specific tasks but are not recommended by the manufacturer for use as pursuit vehicles.
- x) Police Pursuit Vehicles (PPV) -- Police Pursuit Vehicles are the most common police cars and are equipped to handle the vast majority of tasks including pursuit and high-speed response calls.

## 1.2 ELIGIBLE CUSTOMERS OF VPP

The VPP is available to any and all units of local governments/political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities, and any private university and college within the State of Texas.

All Customers are bound by their individual governing purchasing ordinances, rules and regulations. All Contractor/dealers are governed by their manufacturer's agreement. See also Section 1.4 Funding.

## 1.3 TERM OF CONTRACT

If awarded, a contract shall remain in effect until the next official SAT contract is awarded. A contract may be renewed by mutual agreement between the SAT and the Contractor, at the sole option and discretion of the SAT, for up to two additional consecutive years, on a year to year basis.

The SAT will announce one bid that will remain in effect for one (1) year from the date of contract execution by the SAT Contract Administrator.

Contract extensions will only be executed when conditions indicate it is in the best interest of the SAT and the Customers.

In the event that a contract is continued beyond the term provided by mutual consent the contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

#### 1.4 FUNDING

Funds expended by a Customer pursuant to this contract must be allocated by the individual Customer for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty if such funds are not allocated.

#### 1.5 COMMUNICATIONS

Communications between a bidder, its representative(s) and SAT are limited to matters of process or procedure. Requests for additional information or clarifications must be made by electronic communication to the SAT Contract Administrator no later than ten (10) calendar days prior to the scheduled bid opening date.

During this solicitation for bids period, all questions/communication will only be accepted by electronic communication made directly to the SAT Contract Administrator. The SAT will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for submitting a bid.

Bidders should not rely on representations, statements, or explanations other than those made in this solicitation for bids or in any written addendum to this bid. Bidders should verify with the SAT Contract Administrator prior to submitting a bid that all addenda have been received.

#### 1.6 REFERENCES

If requested by the SAT, bidders shall furnish the names, addresses, and telephone numbers on company letterhead of a minimum of five (5) firms or government organizations for which the Contractor is currently providing or has provided similar services. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt from this requirement. If exempt, the bidder must demonstrate to the satisfaction of the SAT Contract Administrator that the dealership has the appropriate facility, staffing, and financial resources to support the contract should they receive an award. The exempt bidder must also provide five (5) customer service references. See Section 1.7 Bidder Qualifications.

All references must be received by the SAT no later than five (5) business days from the deadline to submit electronic bids.

## 1.7 BIDDER QUALIFICATIONS

In order for bids to be considered, new bidders to the Sheriffs' Association of Texas' Vehicle Procurement Program (VPP) must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had sustained claims filed against the bidder or the bidder's firm; and has provided similar type products or services previously. The evidence also will consist of listings of contracts for similar products or services that have been provided to public and private sector clients within the last three (3) years, and letter(s) from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer. See Section 1.12 Submittal of Bid.

## 1.8 LATE BIDS

At the time, date, and place indicated in the published Bid Calendar, the bids will be opened. Any bid(s) received after the time and date specified will be rejected by the SAT and VEBA System and all documentation will be returned to the bidder unopened. An electronic bid is considered received by the SAT when a bidder saves their base vehicle and option pricing on the VEBA website. All electronic bids are final at the date and time the VEBA website closes. A paper bid is considered received by the SAT when the bid is stamped received by the Cooperative Bid Coordinator. For the purpose of a timely bid, the bid entered into the VEBA system at the time the system closes for the Solicitation to Bid controls. Bidders may edit all VEBA entries as many times as necessary up until the date and time the VEBA system closes for bidding. At that specified time, all bids are final.

The responsibility for submitting a bid before the stated time and date deadline is solely and strictly the responsibility of the bidder. The SAT is not responsible for delays caused by mail, courier service, including US Mail, or any other occurrence.

## 1.9 VEBA

VEBA is the Sheriffs' Association of Texas' Vehicle Equipment Bid Award System. Access to the system requires a login and user password. To obtain a login and password, dealers must complete the annual registration form provided on the SAT website. Once received by the VEBA administrator, the dealer will receive their login and a temporary password. Dealers are required to change their initial password at the time of their first login.



All prospective bidders are encouraged to download and review the instructions located on the home page of the VEBA website each year to obtain the most current terms and conditions of the contract as well as instructions for entering bid specifications and pricing.

***Questions regarding the use of the VEBA website, including those regarding VEBA user name and passwords, should be addressed to the Cooperative Bid Coordinator at [kaylyn@txsherffs.org](mailto:kaylyn@txsherffs.org).***

#### 1.10 SEALED BIDS

All documents listed in section 1.12 of this document, as well as any other pertinent documents, must be returned to and stamp-filed by the Cooperative Bid Coordinator in order for the bid to be considered for award. All bids are subject to the terms and conditions specified herein.

All bids must be submitted with the attached Specifications and Bid Form (SAT Form 1) and all blanks filled in. To be considered a valid bid, the bid package 1.53

must contain all required submittal information, must be returned properly completed, and in a sealed envelope.

All bid forms requiring a signature must show the company name and be manually signed (no rubber stamps, facsimile signatures, etc.) in ink by a dealer principal and an employee who has the authority for bid submission, if such employee is not a dealer principal. Unsigned bids will be rejected.

The completed bid must be submitted in a sealed envelope clearly marked with the most current Bid Number to the Sheriffs' Association of Texas (SAT), Attn: Kaylyn Mitman, 1601 S IH 35 Frontage Road, Austin, Texas 78741

#### 1.11 SAT ADMINISTRATIVE FEES FOR ALL SPECIFICATIONS

Contractors must include a flat fee of \$350.00 per purchase order for the SAT administrative fee and their quotes. The SAT administrative fee will be incorporated into, and made a part of, the total invoice amount. Fees are **NOT** based on the total invoice cost of the new vehicle or equipment. Trade-ins and other exchanges will not reduce or impact the fee. No other administrative fee(s) will be applicable to any transaction relative to the contract.

#### 1.12 SUBMITTAL OF BID

Bidders must submit their bid electronically via the Sheriffs' Association of Texas' Vehicle Bid Award System (VEBA) and must also submit a hard copy of the bid to the SAT with all appropriate attachments.

Bidders must bid a requested SAT option by first offering the requested item if available from the factory. If this option is satisfied by the addition of a manufacturer's package that contains other items, then it must be indicated in VEBA in the option line as designated by "optional equipment please specify" and verifiable via audit. If the package offered to satisfy the request requires another factory option, then that factory option must also be indicated and referenced in the available optional equipment spaces of the VEBA website. If the item is a package and available as a free-flowing option to the base vehicle then the manufacturer's MSRP governs and becomes the ceiling price. If the item is a package that changes the manufacturer's model number, then the recognized MSRP computation will govern and define the ceiling price.

Bid prices are to be rounded down to the nearest dollar. Bids can be entered more than once, however, only the last bid entered into the VEBA system before the bid solicitation is closed will be considered in the award process. If a paper bid is received without a corresponding electronic bid, the bid package will be rejected.

Each bidder is responsible for ensuring that his or her bid is submitted before the deadline outlined in the Bid Calendar. Late bids will not be considered and VEBA will not accept bids after the due date and time specified in the Bid Calendar. If an electronic bid is not submitted by the date and time specified on the Bid Calendar, the bid is rejected. If the electronic bid is submitted on time, but the paper bid is not stamped received by the date and time specified on the Bid Calendar, the bid is rejected. See Section 1.8 Late Bids.

In addition to submitting the bid via the VEBA system, one original (includes divider tabs) of the bid package in separate 3-ring VIEW binder (not report folders) must be delivered to:

Kaylyn Mitman  
Vehicle Procurement Program  
Sheriffs' Association of Texas  
1601 S IH 35 Frontage Road  
Austin, Texas 78741



Sheriffs' Association of Texas Vehicle Procurement Program – Solicitation for Bids and Contract Terms and Conditions 2019

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The Specifications and Bid Form (SAT Form 1), available on the VEBA website, must be completed with the dealership name, contact person, telephone number and mobile phone number. The cover sheet must be placed in the front cover sleeve of the 3-ring binder.

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through VEBA. If a dealership is bidding on separate vehicles from different manufacturers, the dealership must submit separate bid packages for each manufacturer. The bid package must include:

- Specifications and Bid Form (SAT Form 1)
- A printed copy of the submitted bid (printed after final electronic bid submission takes place)
- Manufacturer's print out (Ford – "Dora"; General Motors – "GM Autobook"; or approved equivalent) for each vehicle on which a bid is submitted. The manufacturer's print-out shall indicate an order code for the manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle as outlined in the bid solicitation. Dealer installed aftermarket components are required to meet the base vehicle specified and must be identified, in writing, on the manufacturer's printout.
  - For specifications that do not produce a manufacturer's print-out, the bid package must include manufacturer's documentation that includes standard equipment and such other information that provides verification that such item meets the base specifications.
- Solicitation for Bids and Terms and Conditions Signature Page (SAT Form 2). Bidder must complete the Signature Page in its entirety and must indicate by signature on the form that the bidder has read and understands the provisions contained in this Solicitation for Bids.
- The paper version of the bid package must be received by the Sheriffs' Association of Texas by the date and time specified in the Bid Calendar. The bid will be considered received when it is stamped as received by the Cooperative Bid Coordinator. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid. See 1.9 Late Bids.

- By virtue of its bid submission, bidder acknowledges its obligation to sell vehicles in all zones for which the bidder is awarded.

#### 1.13 BID OPENING AND ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

Bids will be opened at the date, time, and place indicated in the Bid Calendar and will be evaluated thereafter. Although prices will not be read aloud, bidders may attend, but attendance is not a requirement.

The SAT Cooperative Bid Coordinator will notify all bidders of the initial bid tabulation results and any and all awards according to the time table outlined in the Bid Calendar.

If the posting of the initial bid tabulation results is delayed, the SAT Cooperative Bid Coordinator will notify all bidders of the delay and will give a revised date for posting of results.

#### 1.14 BID EVALUATION CRITERIA

Eligible responsive bids will be evaluated to determine if all contract bid requirements are met. Bids that do not meet all contract requirements of this solicitation, or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

A bidder must have the necessary facilities, personnel, and expertise, and must be prepared, if requested by the SAT Contract Administrator, to present evidence of such experience.

The SAT Contract Administrator reserves the right to investigate or inspect at any time during the bid award process, and the contract period, whether the product, qualifications, or facilities offered by the bidder meet the contract requirements.

Bidders, whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as nonresponsive. In determining past performance, the SAT Contract Administrator will give consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The SAT Contract Administrator may use discretion in

determining which bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

**The SAT Contract Administrator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, in whole or in part; and/or make or limit awards either as individual items or as a total combined bid; and to waive any minor irregularities, technicalities, or omissions if determined that doing so will serve the best interest of the local government agencies of the State of Texas irrespective of the lowest bid. The SAT Contract Administrator may reject any responses not submitted in the manner specified by solicitation documents.**

#### 1.15 BASIS FOR AWARD

The SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification, by manufacturer and by zone. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner.

Bidders who routinely demonstrate deficiencies in providing satisfactory customer service per the SAT's discretion during a contract period prior to the issuance of this bid, may have their bid rejected or limited to the number of regions they can be awarded in this bid cycle. In cases where the manufacturer is at fault, the dealer must provide evidence of timely communication to the complainant and to the SAT.

Bidders are hereby advised that the SAT Contract Administrator may use discretion in rejecting any bid proposal not considered to be competitive in nature based on the best pricing information available.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. See Section 1.57 Option Pricing for additional criteria.

#### 1.16 ZONE BIDDING

Bidders are allowed to direct their bid to one or more geographic zones depicted on the zone map included. A space within the bid section for each specification in VEBA is provided for the bidder to indicate zone bidding. In the absence of any indication to the contrary, all bids will be considered statewide. In addition to the

six zones, as indicated on the zone map, all dealers will have a seventh option to bid in a separate category that will not charge the Customer a delivery fee.

Customers can purchase vehicles from all zones. When a customer chooses to purchase a vehicle from a dealer outside of their designated zone, the customer will be responsible for picking up the vehicle from the awarded dealer.

#### 1.17 TAX EXEMPTIONS FOR CUSTOMERS

All state and federal tax exemptions applicable to the units of local governments of the State of Texas will apply. It is the Customer's responsibility to comply with any federal, state, and local tax requirements.

#### 1.18 TAX EXEMPTIONS FOR SAT

The SAT is a 501(c)(3) organization and exempt from all Federal Excise and State Taxes. The association's tax id number is 74-0896285.

#### 1.19 FACILITIES

The SAT Contract Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation for bids period and the term of any awarded contract.

#### 1.20 SPECIFICATIONS

All vehicles and equipment listed in the SAT Vehicle Specifications Notebook shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All bidders will be required to bid on the models listed in each designated specification.

All vehicles and equipment offered to satisfy a solicitation for bids must be designed, constructed, and installed to be fully suitable for their intended use and service.

All current contract year vehicle specifications can be found in the SAT Vehicle Specification Notebook and on the VEBA website.

#### 1.21 FACTORY ORDERED OPTIONS

All factory ordered options are to be “original equipment manufacturer (OEM) and factory installed” unless otherwise noted by the Contractor and acknowledged in writing by both the Contractor and the Customer. Verbal agreements will not be recognized.

#### 1.22 FEDERAL AND STATE VEHICLE MANUFACTURING STANDARDS

In addition to the equipment set out by the specifications listed in the SAT Specifications Notebook, vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles and equipment offered to satisfy this solicitation for bids must comply with all Environmental Protection Agency emission standards, federal motor vehicle safety standards as established by the US Department of Transportation, National Highway Transportation Safety Administration, regarding the manufacture of motor vehicles.

#### 1.23 EXECUTION OF BID

The bid must contain a manual signature of the dealer principal and an authorized representative when applicable in the space provided on the Solicitation for Bids and Contract Terms and Conditions Signature Page (SAT Form 2). Failure to properly sign and submit the Solicitation for Bids and Contract Terms and Conditions Signature Page will invalidate the bidder's submission and it shall NOT be considered for award. All bid forms must be completed in pen and ink or typewritten.

Vehicle specifications CANNOT be changed or altered in any way. Altered bids will not be considered after the VEBA system closes for bids. If a clarification of the submitted bid is required, the request for clarification shall be in letter form, signed by the bidder(s) and attached to the bid.

#### 1.24 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

#### 1.25 CONDITION AND PACKAGING

Any item offered or shipped as a result of a bid award shall be the latest new and current model offered (most current production model at the time of this bid). All

shipping containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

#### 1.26 UNDERWRITERS' LABORATORIES (UL)

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listed where such has been established by U.L. for the item(s) offered and furnished.

#### 1.27 EQUIVALENTS

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The SAT shall have the sole authority to determine the suitability of approved equivalents.

Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the quality listed in the specifications.

If the bidder offers a make or model of equipment or supplies other than those specified in the bid specifications, the bidder must so indicate in the bid submittal.

Bidder shall indicate in the bid package the manufacturer's name and option code if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Items offered that are other than those described in the specifications require complete descriptive technical literature. The literature must be marked to indicate in detail the product's conformance with the specifications. This literature **MUST BE INCLUDED WITH THE BID**. Specific article(s) of equipment/supplies shall conform in quality, design, and construction with all published claims of the manufacturer. **NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered in compliance with the specifications as listed in the Vehicle Specifications Notebook.

Dealers offering alternate makes or manufacturers of vehicles or equipment not specifically identified in the specifications cannot offer the vehicle or equipment as an "add option" to satisfy the bid specification and detail. Offerings of this nature will cause the bid to be rejected.



1.28 INTERPRETATIONS

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to Jason Bennett at Sheriffs' Association of Texas Vehicle Procurement Program, 1601 S IH 35 Frontage Road, Austin, Texas 78741 or by email to [jason@txsheriffs.org](mailto:jason@txsheriffs.org).

1.29 BID OPENING

Bids shall be opened and read on the date, time, and place specified on the Bid Calendar, although prices will not be read aloud. All paper bids received after that date and time shall be returned, unopened. Attendance is not required by any bidder.

1.30 GOVERNING LAW

All questions with respect to the construction, performance, and enforcement of these terms and conditions, and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Texas. Any legal action taken or to be taken by any party regarding these terms and conditions or the rights and liabilities of the parties hereunder shall be brought only before a court of competent jurisdiction located within the State of Texas.

1.31 PATENTS AND ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the SAT and its employees from liability of any nature or kind, including cost and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the SAT.

If the bidder uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.32 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

1.33 AMERICANS WITH DISABILITY ACT (ADA)

To request ADA material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any SAT-sponsored proceeding, please contact Jason Bennett at 919-459-8195 or [jason@txsherffs.org](mailto:jason@txsherffs.org).

1.34 MINORITY BUSINESS ENTERPRISE (MBE)

The Sheriffs' Association of Texas policy is that MBEs shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to the Customers.

1.35 QUALITY

All materials used for the manufacture or construction of any supplies or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade of workmanship per SAT discretion.

1.36 FACILITIES

The Sheriffs' Association of Texas reserves the right to inspect the bidder's facilities at any time with a two week (calendar days) prior written notice.

1.37 BID TABULATIONS

Bidders desiring a copy of VEBA's bid tabulation may request same by enclosing a self-addressed stamped envelope with the current bid number along with a written request for the bid tabulation.

1.38 REQUESTS FOR CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

In case of doubt as to the meaning or intent of any items contained in the specifications, inquiry should be made to the SAT Contract Administrator prior to the Pre-Bid Conference via e-mail or at the Pre-Bid Conference in person. Telephone clarifications will not be accepted, and no clarifications will be accepted after the date listed in the Bid Calendar. ALL requests for clarification from bidders and SAT responses will be sent to all bidders by the date listed on the Bid Calendar.

The submission of a bid presumes the bidder thoroughly understands the terms and the specifications.

If any person contemplating submission of a Bid under this Solicitation for Bids is in doubt as to the meaning of the specifications or other Bid documents or any part



thereof, the Bidder must submit to the SAT at least ten (10) calendar days prior to the scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any questions or clarifications concerning this Solicitation for Bids and Contract Terms and Conditions shall be submitted in writing by mail or facsimile to the Sheriffs' Association of Texas, Vehicle Procurement, 1601 S IH 35 Frontage Road, Austin, Texas 78741, FAX Number (512) 445-0228, or by email to [jason@txsherffs.org](mailto:jason@txsherffs.org) with the Bid Title referenced on all correspondence.

Any interpretations will be made only by Addendum issued by the SAT Contract Administrator. All addendums will be sent to all bidders.

There are two types of addendums, informal addendums and formal addendums. Informal addendums are issued to provide minor clarification or minimal changes to the Bid. An example of an informal addendum would be making a grammatical change to the Solicitation for Bids and Terms and Conditions. A formal addendum will be issued when substantive changes are made to the specifications or bid process that will impact the technical submission of the Bids. An example of a formal addendum would be when a model is deleted from the specifications due to order cut off dates. In the event of conflict with the original contract documents, the addendum shall govern all other contract documents that relate to that issue. Subsequent addendums shall govern prior addendums on the same issue.

All Bidders will be required to acknowledge any formal addendums by signing in the space provided on the formal addendum and including the signed acknowledgement along with the bidder's bid package. Failure to acknowledge receipt of addendum by a bidder will deem its Bid non-responsive; provided, however, that the SAT may waive this requirement in its best interest. The SAT will not be responsible for any other explanation or interpretation made verbally or in writing by any other SAT representative.

#### 1.39 DEMONSTRATION OF COMPETENCY

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/ or services as described in this Bid.

Bidders must be able to demonstrate a satisfactory record of performance for a reasonable period of time per SAT's discretion, and have sufficient financial support, equipment and organization to ensure they can adequately execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the SAT.

The SAT may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the SAT in making the award in the best interest of the SAT.

The SAT may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the SAT may also require information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the SAT through the designated representative. Any conflicts between this information provided by the source of supply and the information obtained in the Bidder's Bid which is contrary to or would alter a specification may render the Bid non-responsive.

If the SAT determines, at any point in the bid or contract award process, that the successful Bidder no longer possesses the financial support, equipment and organization necessary to comply with the demonstration of competency section, the SAT may award the bid to the next qualified bidder.

#### 1.40 DETERMINATION OF AWARD – LOWEST AND BEST BIDDER

The VPAC shall award the contracts to the lowest and best bidder. VEBA will tabulate the lowest bidder on each vehicle specification. Even though a bidder bids the lowest price for a vehicle specification the bidder may not receive the contract award.

In determining the best bidder, in addition to price, the following criteria will also be considered:

- The ability, capacity, and skill of the bidder to perform the Contract
- Whether the bidder can perform the Contract within the time specified, without delay or interference
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- The quality of performance of previous contracts, if applicable
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract

1.41 LAWS, PERMITS AND REGULATIONS

The bidder shall obtain and pay for all licenses, permits, and inspection fees required; and shall comply with all laws, ordinances, regulations, and requirements applicable to the work contemplated herein.

1.42 ELIMINATION FROM CONSIDERATION

A contract shall not be awarded to any person or dealer who is in arrears to the SAT for any debt, or administrative fees, or contracts which are defaulted as surety or otherwise upon any obligation to the SAT.

1.43 WAIVER OF INFORMALITIES

The SAT reserves the right to waive any informalities or irregularities in this bid solicitation.

1.44 COLLUSION

Related parties mean bidders, or the principals thereof, which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder has a direct or indirect ownership interest in another bidder for the same contract.

Bids from Related Parties – Where two (2) or more related parties each submit a bid for any contract, such bids or bids shall be presumed to be collusive. Bids found to be collusive shall be rejected.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control, and management of such related parties in the preparation and submittal of such bids.

Bidders who have been found to have engaged in collusion will be suspended for a minimum of one contract year. The bidder may be permanently barred if collusive bidding occurs more than once in a five-year period. Any contract resulting from collusive bidding may be terminated for default.

Dealerships and their representatives may submit multiple bids without conflict of collusion as long as the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, as shown in the zone map, with the same manufacturer and product line.

1.45 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the SAT.

1.46 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval and award by the SAT. In case of default on the part of the Contractor after the acceptance of the bidder's offer, the SAT may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess cost occasioned or incurred thereby.

1.47 TIE BIDS

Whenever two or more bids, equal with respect to price, quality, and service, are received for the procurement of vehicles and equipment, the following order of preference shall be applied to select the successful bidder:

- 1) If only one such bid is submitted by a Texas resident bidder, then preference shall be given to the bid of the State resident.
- 2) Consideration will next be given to a dealer's track record with the Customer service they provide to government Customers.
- 3) Consideration will next be given to the dealer whose place of business resides within the zone to which they are bidding.
- 4) Consideration will next be given to the dealer who has a qualified drug-free work program.
- 5) Consideration will next be given to the Texas HUB-certified bidder; and
- 6) In all other cases, a tie will be resolved by tossing a coin. The coin toss process must be witnessed, and the results documented in the procurement file, by a designated member of the VPAC performing the toss.

Only the above criteria will be considered when resolving a tie bid.

1.48 DELIVERY TIME

Bidders shall specify on the attached Bid Form, the estimated delivery time (in calendar days) for each item. The estimated delivery time must be a firm delivery period; ranges will be accepted, i.e.: 12-14 days.

Delivery time may become a consideration in making an award. Delivery shall be within the regular business working hours of the Customer, Monday through Friday, excluding holidays.

1.49 RIGHT TO AUDIT

The Contractor must establish and maintain a reasonable accounting system that enables the Sheriffs' Association of Texas to readily identify the Contractor's fleet sales.

SAT, and its authorized representatives, shall have the right to audit, examine, and make copies of, or extracts from, all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract or agreement. Similarly, all government sales and potential eligible Customers' information will be available for review and kept by or under the control of the Contractor, including, but not limited to, records kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out of pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

The Contractor, shall, at all times during the term of a contract and for a period of three (3) years after the completion of a contract, maintain the above referenced records, together with supporting or underlying documents and materials. The Contractor shall at any time during the three (3) year period, whether during or after completion of this contract, and at Contractor's own expense make these records available for inspection and audit (including copies and extracts of records as required) by the SAT when requested. The records shall be made available to the SAT (subject to a three-day written notice) during normal business hours.

SAT, at its option, may select the Contractor's office or place of business or an offsite location for the audit. The SAT may also allow the Contractor to provide financial records, together with the supporting or underlying documents and

records, via email or telephone for audit at a time and location that is convenient for the SAT.

The Contractor shall ensure the SAT has this same right of access to information with Contractor's employees, agents, assigns, successors, and subcontractors. The obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligation to the SAT.

The costs of any audits conducted under the authority of this right to audit, if not addressed elsewhere, will be borne by the SAT unless certain exemption criteria set forth below are met. If the audit identifies underreporting, overpricing, or overcharging (of any nature) by the Contractor to the Customer in excess of three (3%) of the total contract billings, the Contractor shall reimburse the SAT for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, the SAT may recoup all of the costs of the audit work from the Contractor.

Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the SAT's findings to the Contractor.

#### 1.50 MODIFICATION/WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time when the VEBA system closes for bids. No modifications will be accepted after the VEBA system closes at the bid due date and time. No modified bid submitted after the bid due date and time of the paper bid will be considered.

Bids shall be irrevocable after three (3) business days from the date and time of the bid due date when the VEBA system closes. Bids cannot be modified after the VEBA system closes but can be withdrawn in writing within three (3) business days after the VEBA system closes. After the expiration of the three (3) day period, all bids are final. If a contract is not awarded within 120 days from the opening of the bids, any bidder may withdraw their bid.

The bidder warrants by virtue of bidding the quoted prices in their bid response, that the prices will be good throughout the bidding and contract award period.

**1.51 EXCEPTIONS TO BID**

Should a proposed bid not be able to meet one (1) or more of the requirements set forth in this Solicitation for Bids, and the bidder is proposing alternatives to said requirements, the bidder must notify the SAT Cooperative Bid Coordinator's Office in writing at least five (5) days prior to the deadline for submission of bids. The SAT reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

**1.52 PRICE MATCHING PREFERENCE**

A price matching preference may be given to Texas resident bidders on contracts for the purchase of equipment and vehicles.

This preference will allow a qualified Texas resident bidder to match the price of the lowest responsible nonresident bidder, if the Texas resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days from being offered the contract by the SAT to accept or decline the award based on the lowest responsible nonresident bidder's price.

**1.53 METHOD OF AWARD**

Award of this contract will be made to the lowest and best bidder. SAT will also identify the second lowest and best bidder per specification and zone to be utilized in the event the lowest and best bidder is unable to fulfill their obligations as defined in Section 1.40 Demonstration of Competency. The SAT reserves the right to make multiple awards if deemed in the best interest of the SAT. See Section 1.15 Basis for Award (specific to vehicles).

**1.54 AMENDMENTS TO SOLICITATION DOCUMENTS**

The SAT Contract Administrator retains the right to issue amendments to the Solicitation for Bids as appropriate and necessary. Notice of any amendment will be sent to all bidders. Bidders are responsible for monitoring their email for new or updated information concerning the bid.

**1.55 AMENDMENTS TO CONTRACTS**

The SAT Contract Administrator retains the right to add or delete any items from a bid or resulting contract(s) when deemed to be in the best interest of the SAT and the participating eligible Customers.



#### 1.56 SPECIFICATION EXCEPTIONS, OMISSIONS, OR ERRORS

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the SAT Contract Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and submitted prior to the request for clarification deadline.

Bidders are required to indicate in their bid submissions those options which require additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the "Prices" section of the Special Conditions must be used.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all cost required to bring the vehicle into compliance with the contract specifications.

It is up to the discretion of the SAT whether to change a specification once the request for clarification period has ended. If there are errors within a vehicle specification after the request for clarification period has ended, the SAT may remove said specification from that contract's list of offerings.

#### 1.57 OPTION PRICING

Prices for options submitted by the bidder for emergency vehicle lighting and equipment must include all applicable fees and charges not including installation. No additional charges and fees are allowable.

The bidder shall offer a minimum 6% discount on options which shall be below the Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published catalog price for any factory add options included in the bid submission. The amounts of discounts for each particular add option beyond the 6% discount shall be decided by the bidder.

When add options listed are included in the base vehicle, the bidder must submit options as "included" or "standard (STD)." The bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to the Customer as factory options unless requested otherwise in writing by the Customer.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's



model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is different than the base unit called for in the specification.

The bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part of another option. The codes listed in the "Prices" section of the Special Conditions must be used.

The use of Options to facilitate the sale of an alternate Manufacturer's product, which is outside the scope of the written base specification, will be construed as non-compliant and the bid will be rejected, in whole or part by the SAT Bid Coordinator.

Example – Bidder CANNOT include option upgrades that result in the selling of a vehicle on one specification that is offered as a separate specification in the bid solicitation.

Dealers are required to submit all available factory option pricing through the VEBA website at the time of the dealer's bid submission.

#### 1.58 FINANCIAL RESPONSIBILITY

The bidder affirms by his or her signature on the contract signature page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has the adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award. In assessing financial responsibility, Contractor shall consider items such as the specifications bid, the zones bid, and the quantity of specifications bid, as well as timing of payment from Customers, which can be 45 days from receipt of invoice.
- Assumes full responsibility that all vehicles delivered to the Customer are free and clear of all outside liens, encumbrances, and security interests apart from the dealer floor plan or other dealer inventory finance security interest.

## **Section II**

### **Post Bid Award Procedures**

#### 2.0 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

(a) Right to Protest – Any bidder who is aggrieved in connection with the solicitation for bids or contract award may protest to the SAT Contract Administrator or his or her designee. Protests will be evaluated and resolved under the process set forth below:

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within seven (7) business days (for the purpose of this section “business day” means a day other than Saturday, Sunday, or a national holiday) prior to the VEBA system opening for bids. Such protest must be made in writing to the SAT Contract Administrator, or his or her designee, via electronic communication (such as facsimile transmission and/or email) and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements, and/or terms is a waiver of the ability to protest the specifications, requirements, and/or terms.

The SAT Contract Administrator will submit the protest to the VPAC for consideration. The VPAC will consider and rule on the protest. The opening of the VEBA system for bids will not be delayed, absent extraordinary circumstances, due to the protest. The determination of the VPAC is final and binding.

(2) Protests challenging the award of the contract must be made in writing within two (2) business days following the release of the Bid Award Announcement. This award protest will be submitted to the SAT Contract Administrator or his or her designee. All bidders will be notified in writing (which will be transmitted by electronic communication and through the VEBA website) of any protests following the release of the Bid Award Announcement.

Protests must state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest will be accepted unless it complies with the requirements of this section.

The Bid Award protest will be immediately forwarded, with all supporting documentation to the VPAC. The decision of the VPAC will be based solely on the written protest and all accompanying documents. The Bid Award execution of the contract will not be delayed by the consideration of the VPAC. The SAT Contract Administrator will ensure the bid award protest was timely made and will present the protest to the VPAC within one (1) business day.

Failure to timely protest the award of the contracts constitutes a waiver of the ability to protest the award.

- (b) Once the bid award protest has been resolved by the VPAC, the VPAC shall promptly issue a decision by electronic communication. The decision shall specifically state the reasons for the action taken.
- (c) Additionally, a copy of each decision by the VPAC shall be mailed by certified mail, immediately after a decision is made, to the protestor.

## 2.1 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the Contractor, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, contracts, or stipulations material to the agreement, the SAT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder.

In that event, the Customer shall compensate the Contractor in accordance with the agreement for all services performed by the contractor prior to termination, net of any costs incurred by the Customer as a consequence of the default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Customer for damages sustained by the Customer by virtue of any breach of the agreement by the Contractor, and the Customer may reasonably withhold payments to the Contractor for the purposes of set off until such time as the exact amount of damages due to the Customer from the successful bidder is determined.

All re-procurement cost may be charged against the defaulting Contractor and may result in immediate removal from the VPP.

2.2 WARRANTY OF AUTHORITY

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

2.3 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the successful bidder is awarded a contract under this bid solicitation, the prices quoted by the successful bidder on the bid forms shall remain fixed and firm during the term of the contract unless determined by the Contract Administrator that a change in price is in the best interest of the program.

It is the responsibility of the contractor to request a price bridge between model years to ensure all prices remain fixed and firm until the end of the contract.

## **Section III**

### **Post Award Performance**

#### **3.0 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the matter will be referred to the VPAC and their decision shall be final and binding on both parties.

In the event of a conflict between the bid documents, the order of priority of the bid documents shall be as follows: Any agreement resulting from the award of this Bid (if applicable); then Addenda released for this Bid with the latest Addendum taking precedence; then the Bid; then the Awardee's Bid.

#### **3.1 CANCELLATION**

In the event any of the provisions of a contract are violated by the Contractor, the Contract Administrator shall give written notice of the deficiencies to the Contractor giving the Contractor ten (10) business days after receipt of written notice to correct the deficiencies. If the deficiencies are not corrected, the VPAC will direct the Contract Administrator to immediately cancel the contract.

#### **3.2 SEVERABILITY**

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

#### **3.3 ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company, or corporation without prior written consent of the SAT.

#### **3.4 TERMINATION FOR CONVENIENCE OF THE SAT**

The SAT, for its convenience, can terminate a contract, in whole or part, without cause by giving written notice to the Contractor of such termination, which shall become effective 180 days following receipt by the Contractor of such notice.

If a contract is cancelled, all documents related in any way to the bid and award will be provided to the SAT. All vehicles and materials shall be disposed of by agreement between Contractor and Customer.

The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any lost profits that the Contractor expected to earn on the balance of the agreement or cancellation charges.

Any payments to the Contractor shall be only to the total extent of the Customer's liability for goods or services delivered prior to the date of notice to terminate the contract.

### 3.5 INSURANCE AND INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Sheriffs' Association of Texas, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Sheriffs' Association of Texas, and participating agencies.

The Sheriffs' Association of Texas and any participating agencies will give the bidder written notice of any legal action or threatened legal action and the opportunity to take over and settle or defend any such action at the Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred by the Sheriffs' Association of Texas, or participating agencies in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

The Contractor shall be responsible for his or her work and every part thereof, and for all materials, tools, appliances, and property of every description, used in connection with this particular project. He or she shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work.

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The Contractor, at all times during the full duration of work under this contract, including extra work in connection with this project, shall meet the following requirements:

- Maintain automobile liability insurance including property damage covering all owned, non-owned, or hired automobiles and equipment used in connection with the work.
- No change or cancellation in insurance shall be made without thirty (30) days advance written notice to the SAT Contract Administrator.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Texas and these companies must have a rating of at least a B+: VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein shall be filed with and approved by the SAT Contract Administrator before work is started.
- The certificate must state the bid number and title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Contractor are considered the primary coverage to any insurance or self-insurance the SAT possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. The adequacy of the fund must be approved by the SAT's Contract Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The Contractor hereby agrees to indemnify and hold harmless the SAT, a 501(c)(3) corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for per occurrence and

for all damages to the property of others in and up to the amount of \$1,000,000 per occurrence in accordance with the insurance requirement set out in the specifications of solicitations for bids. This agreement includes costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Contractor, his agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the SAT, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Contractor will notify his or her insurance agent without delay of the existence of the Hold Harmless Agreement contained within and furnish a copy of the Hold Harmless Agreement to the insurance agent or carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits (as referred to in SAT Form 3) for the sole purpose of protecting the SAT under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Contractor will secure and maintain garage, commercial general liability and automobile liability policies of subcontractors. All policies shall be made available to the SAT upon demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying of insurance and furnishing copies of the insurance policies shall not relieve the Contractor and all subcontractors of their liabilities and obligations under any section or provisions of this contract. Contractor shall be as fully responsible to the SAT and the Customer for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in the specifications shall be in force throughout the contract term. Should any Contractor fail to provide acceptable evidence of current insurance within seven days of receipt of written request at any time during the contract term, the SAT shall have the right to consider the contract breached and terminate the contract.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for an additional insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims



against any insured hereunder, additional insureds hereunder shall be considered members of the public.

### 3.6 WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of his or her knowledge, at the time the contract is awarded there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the State Debarred Vendors list maintained by the Texas Comptroller, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the SAT and the Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

### 3.7 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with the specifications. Item(s) delivered that do not conform to the specifications may be rejected and returned at Contractor's expense. Any items not delivered as per the delivery date in the bid and/or purchase order may be purchased on the open market by the Customer. Any increase in cost may be charged against the Contractor.

Any violation of these provisions may also result in the Contractor's name being removed from the SAT list of vendors who are allowed to bid on upcoming contracts.

### 3.8 OPTION TO RENEW WITH PRICE ADJUSTMENT

Any contract may be extended for an additional two (2) years, on a year to year basis, if mutually agreed by both parties. SAT is not required to accept a price adjustment for the upcoming year. Any allowable adjustment in price would be effective for the next contractual period, not for the current period.

Prior to completion of each contract term, the SAT may consider an adjustment to price due to increases or decreases on the Consumer Price Index; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the nationally published Consumer Price Index-Goods and Services, computed 60 days prior to the anniversary date of the contract.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any option period, the Contractor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor within the 60-day period, the SAT will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The SAT reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the SAT.

### 3.9 NON-PERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible to the Customer and the SAT. In determining Contractor's responsibility as a vendor, the SAT Contract Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

In some instances, Contractors may be required to develop corrective action plans to address contract deficiencies. In situations where there is evidence the Contractor, fleet sales manager, or other representative has demonstrated egregious breaches of the contract or trust to either the SAT or the Customer, the contract will be terminated, and the dealer and their representative may be removed from future solicitations. An egregious breach of contract would be defined as one that would materially change the specifications of the contract or prevent the contracted vehicles/equipment from being delivered to the Customer in a timely manner.

Failure to abide by corrective action plans will result in the contract being terminated and the dealer, and dealer's representative being barred from future competitive bid solicitations at the discretion of the VPAC.

Examples of conditions that would justify termination include, but are not limited to:

- failure to perform the responsibilities of the contract
- refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the vehicle is price protected by the factory
- charging amounts exceeding MSRP on factory installed items and packages
- requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order
- providing aftermarket options where factory options are available without the consent of the Customer
- any misrepresentation of optional equipment or service as being “factory” that fails to meet the definition as described in this document
- any other practice deemed to be outside of the intent of the contract

Any Contractor, who is presented with a valid purchase order as a result of a bid award for a contract, is required and bound to accept such purchase order and deliver the product; regardless of whether the vehicle is a base model or includes options at a higher cost. The Contractor must deliver this vehicle regardless of profit or loss based on their respective bid. Failure to deliver said vehicles or equipment could result in the Customer and the SAT seeking damages for the difference in cost by ordering the product from another Contractor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given “year, make or model” period.

*Each report of a lost purchase order will be handled on a case by case basis.*

### 3.10 FACTORY INSTALLED

Aftermarket parts, modifications, and factory produced parts and components ordered as parts and installed by the Contractor, do not meet the requirements of “Factory Installed” components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component (s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the Customer, the Contractor shall be required to replace the vehicle with a vehicle that meets the required specifications, including all factory installed components.

In the alternative, the Customer shall decide whether they will accept dealer installed components.

### 3.11 EQUITABLE ADJUSTMENT

The Contract Administrator may make an equitable adjustment in the contract terms or pricing at their discretion. Adjustments to pricing may occur for various reasons, such as availability of supply (i.e. material surcharge) and extreme and unforeseen volatility in the marketplace. Adjustments may be considered if all the following criteria exist:

1. The volatility is due to causes wholly beyond the Contractor's control
2. The volatility affects the marketplace or industry, not just the particular contract source of supply
3. The effect on pricing or availability of supply is substantial per SAT's discretion.
4. The volatility so affects the Contractor that continued performance of the contract would result in a substantial loss for the Contractor

When a Contractor requests an adjustment, including but not limited to price increases, the following items must be submitted to the SAT Contract Administrator:

1. A letter of request for an adjustment from the Contractor, including the specification number and model listed in the contract, along with the requested changes
2. When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer
3. When a requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model must be submitted in order to evaluate if the proposed model meets the base specification
4. Currently published MSRP listing

The Customer will be notified by the Contract Administrator of any price adjustment through electronic communication within one (1) business day. The Customer will have the option to continue with or cancel the purchase order based on the price adjustments.

### 3.12 PRE-DELIVERY SERVICES

To assure proper pre-delivery service, the Contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below)

- Chrysler New Preparation, Inspection and Road Test
- Ford Pre-Delivery Service Record
- GM New Vehicle Inspection Procedure  
(or manufacturer's latest pre-delivery form)

### 3.13 ORDER, DELIVERY, AND LIQUIDATED DAMAGES

#### A) Order

- 1) Eligible Customers shall issue a purchase order (PO) to the Contractor, and such purchase order shall bear the contract or bid number, specification number, Customer's federal identification number and contact information (phone number and email address). The purchase order shall be placed by the Customer directly with the Contractor and shall incorporate by reference the contract solicitation terms and conditions. Required delivery or due dates should be discussed between the Customer and the Contractor at the time of the PO. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.
- 2) The Customer is required to forward an executed copy of the purchase order to the Sheriffs' Association of Texas Cooperative Bid Coordinator (by email) at the time the purchase order is released to the Contractor.
- 3) If a Contractor receives a purchase order for a specification for which they were not awarded, the Contractor must notify the Customer and the Contract Administrator and return the purchase order to the Customer within three (3) business days.
- 4) All vehicles ordered prior to the manufacturer's close of production shall be supplied in the manufacturer's next model run of that class vehicle even it is requires supplying a later model at the original bid prices.

- 5) The Contractor shall place a purchase order with their manufacturer within ten (10) business days after receipt of purchase order from the Customer. The Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.
- 6) It is the Contractor's responsibility to ensure that the vehicle ordered by the Customer is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The Contractor's acceptance of a Customer's purchase order will indicate that the Contractor agrees to deliver a vehicle that will be fully compatible with all of its options.
- 7) Any changes that are required to bring a vehicle into compliance with its various options due to an incorrect order placed by the Contractor will be accomplished at the Contractor's expense.

B. Delivery

- 1) Receipt of a vehicle by the Contractor is defined as acceptance of the vehicle(s) from a common carrier at the Contractor's place of business or any third party's place of business agreed upon by the Contractor and the manufacturer.
- 2) The Contractor shall complete delivery of the vehicle to the Customer as soon as practical after receipt of the vehicle (s) from the manufacturer. Vehicles originating as an incomplete vehicle would be exempt.
- 3) Deliveries of less than 750 miles may be accomplished by driving the vehicle. When the delivery is accomplished by driving the vehicle, the driver must comply with the manufacturer's break-in requirements and all applicable traffic laws and ordinances. Any delivery of a police-rated vehicle must use an "Out of Service" cover on light bars. All deliveries in excess of 750 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt from the rules set forth in this paragraph.
- 4) At the Customer's option, a vehicle with more than 750 odometer miles may be rejected, or \$0.58 cents per mile in excess of 750 miles

may be deducted from the invoice. This requirement also applies to the redelivery of vehicles which were rejected upon delivery.

- 5) All fees must be included in the base price and prices shall be firm. Delivery is F.O.B. Destination, delivered to the Customer. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties.
- 6) Warranty Start Date – All warranties shall begin at the time of delivery and final acceptance by the Customer. If the Customer needs to reset the warranty start date because of an extended delivery date, the request to reset the warranty must be made in writing to the Contractor. Incomplete vehicles or vehicles delivered to an upfitter would not qualify for a revised start date unless the vehicle is in the control of the dealer during the upfit.
- 7) The Contractor shall notify a Customer's designated representative, as listed on the purchase order, no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00am – 3:30pm on Customer's normal work days. Transport deliveries must be unloaded and ready for inspection prior to 3:00pm. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Contractor's expense.
- 8) All vehicles must contain no less than ¼ tank of fuel as indicated by the fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty-five (35) gallons in capacity, in which case the vehicle must contain a minimum of ten (10) gallons of fuel.
- 9) The Contractor shall be responsible for delivering vehicles that are properly serviced, clean, and in perfect operating condition. Pre-delivery service, at a minimum, shall include the following:
  - Standard dealer and manufacturer protocol for new vehicle delivery;
  - Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Window price sticker may be placed in the vehicle.

- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual must accompany each vehicle;
- All specified options that are "factory installed" are to be installed on the vehicle at the primary site of assembly and are to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed." Vendors found supplying aftermarket or dealer installed equipment where "factory installed" are specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications.
- Manufacturer's suggested retail price list sheet (window sticker) form MUST be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted.

C. Liquidated Damages

- 1) Force Majeure – Liquidated damages shall not be assessed for a delay resulting from the Contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the Contractor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, they shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay.



### 3.14 VEHICLE INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance of all vehicles will be at the Customer's place of business unless otherwise provided. Title to and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the Customer unless loss or damage results from negligence by the Customer.

If the materials or services supplied to the Customer are found to be defective or do not conform to specifications, the Customer reserves the right to cancel the order upon written notice to the Contractor. The Customer may return the product to the Contractor at the Contractor's expense.

### 3.15 ACCEPTANCE

It is the Customer's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order for the vehicle will be delivered with the vehicle. Customers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure the vehicle meets or exceeds the requirements of the technical bid specifications and purchase order. Purchasers are to inspect the vehicle for physical damage upon delivery.

Delivery of a vehicle to a Customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from the specifications, payment may be withheld by the Customer until such time as the Contractor completes the necessary corrective action. Vehicles and equipment shall be delivered with each of the following documents completed/included:

- a. copy of "Customer's purchase order"
- b. copy of the applicable "vehicle specification"
- c. copy of "manufacturer's invoice" or "window sticker." Copy of manufacturer's invoice if vehicle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.
- d. copy of "pre-delivery service report"
- e. "warranty certification"
- f. owner's manual
- g. Application for Texas Title and/or Registration Form 130-U Rev. 08-16 (for signature of authorized representative).

h. Texas State Inspection

Deliveries that do not include the above forms and publications will be considered as incomplete and will be refused.

3.16 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Contractor and the Customer placing orders under this VPP. Contractors must invoice each Customer independently from the Sheriffs' Association of Texas for vehicle(s) purchased from this VPP.

The Contractor shall be paid upon submission of properly certified invoices to the Customer at the prices stipulated in the VPP at the time of the acceptance of the goods by the Customer. Upon receipt of the goods, a Customer has three (3) working days to inspect and approve the goods and services.

The invoice(s) shall, at a minimum, indicate the following:

Shipping location, purchase order number, contract number, quantity shipped, price, date, make, model, and serial number of vehicle(s)

Copies of invoices shall be submitted to the Sheriffs' Association of Texas, Vehicle Procurement Program, 1601 S IH 35 Frontage Road, Austin, Texas 78741

3.17 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the Contractor shall either remedy the defect or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the Contractor within forty-eight (48) hours (not including weekend and holidays) after notification by a Customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory, and the equipment redelivered and accepted by the Customer.

The provisions of the delivery paragraph (Section 3.13B) shall remain in effect until the redelivery is accomplished and the equipment is accepted by the Customer. The cost of any transportation required shall be the responsibility of the Contractor.

3.18 WARRANTY, REPAIRS, AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/adjustments, including providing a copy of the warranty work order to the Customer, shall subject that representative and the Contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Contract Administrator.

3.19 CONTRACTORS' ACTIVITY REPORTS AND SCHEDULE AND FEE DEPOSIT REQUIREMENTS

Copies of purchase orders from Customers that are to be sent to the SAT:

- Are due upon receipt by the dealer. They are considered late after 10 (ten) business days.
- Not sending a copy of a purchase order to the SAT within this time frame can affect a Contractor's ability to be awarded future contracts, as this lack of contract performance will be considered by the VPAC doing contract award procurement.
- Scan a complete copy of the PO and forward by email to [kaylyn@txsherffs.org](mailto:kaylyn@txsherffs.org).
- Place the following in the subject line – PO (dealer's name)

Administrative Fees to SAT:

- Reports setting out vehicle and equipment transactions and corresponding administrative fees are due quarterly no later than the 10<sup>th</sup> of each month (following the end of the quarter) and should be sent by email to [kaylyn@txsherffs.org](mailto:kaylyn@txsherffs.org).
- All awarded Contractors MUST file a signed and dated quarterly report with their administrative fees. Should there be no activity during a given quarter, the Contractor is required to submit a report, and must indicate "no sales this quarter" on the report.
- No copies of purchase orders are required to be filed with the quarterly report. They should already be on file.
- The report must be complete with the name of the dealer and the date. It is not necessary to indicate the quarter on the top of the report.
- All checks or EFTs for the administrative fee must be received by the SAT no later than the 15<sup>th</sup> of each month following the closing of the quarter.

- Reports which do not adhere to the required format and/or not supported by complete, legible copies of all purchase orders in their entirety will be returned to the reporting dealership for correction of cited deficiencies.

By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the SAT or their designee. Copies of Customer's original purchase orders will be used by the SAT as a check and balance measure.

**Contractors that fail to submit fees and Quarterly Activity Reports will incur a \$25 per day late fee for every day that fees and reports are past due, beginning on the sixteenth (16<sup>th</sup>) day of the month following the end of the quarter.**

Such late fees are to be included in Contractor's fee submission. Late fees which are outstanding more than 45 days can result in a bidder's disqualification in the following year's solicitation.

All notices for quarterly reports will be sent by the SAT via email ten (10) business days prior to their due date – there will be no additional faxed or email reminders for Contractors to submit quarterly reports. All participating Contractors will be responsible for making sure that the Contract Administrator has the correct email address for the person responsible for all quarterly reports. This information must be submitted to Kaylyn Mitman at [kaylyn@txsherffs.org](mailto:kaylyn@txsherffs.org).

Failure to submit fees with accompanying quarterly reports to the SAT within 30 calendar days following the end of each quarter will result in the Contractor being found in default. A Contractor can be found in default if the Contractor fails to submit their sales summary reports even when there are no reported sales.

### 3.20 DEALER/CONTRACTOR INSTALLED EQUIPMENT

All Contractors' installed accessories (roll car, trailer hitch, etc.) shall be installed according to the manufacturer's specifications.

All Contractor installed accessories must be manufactured by a manufacturer recognized by the industry of the accessory provided, unless the accessory is not available from a recognized manufacturer. The dealer is required to disclose the "make/model" of the product being offered and the location, design, and model must be approved by the Customer prior to installation. The dealer must also

disclose the warranty of any item that is less than or exceeds factory vehicle factory warranty coverage.

An awarded Contractor that employs or subcontracts technicians to install emergency equipment on vehicles purchased on this contract are required to utilize technicians that are certified in Law Enforcement Vehicle Installation through the Engineering Validation Test Certification Commission, Inc. or an approved equivalent.

The SAT Contract Administrator may at any time during the contract period request proof of the required certification.

Any awarded Contractor that violates this provision will be considered in default of the contract. The contract may then be terminated upon a ten day written notice of said violation.

### 3.21 PRODUCTION CUTOFF

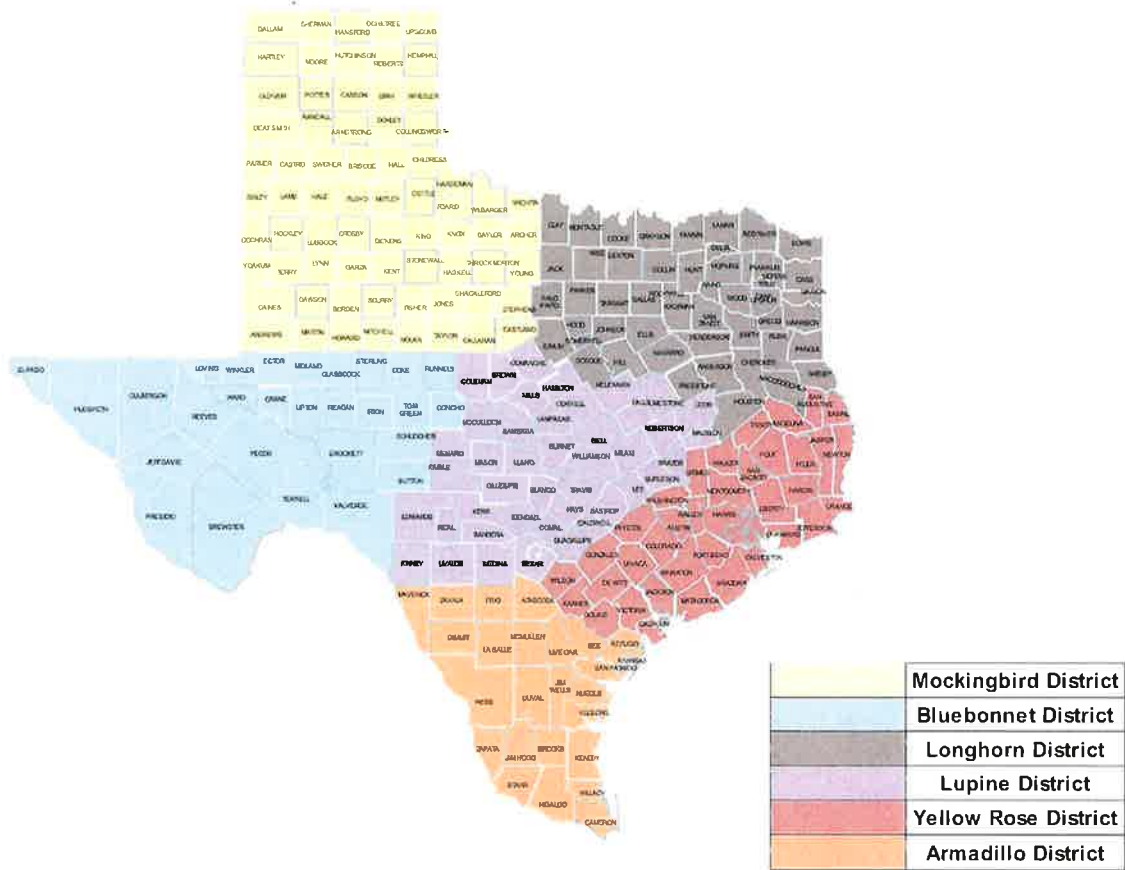
A Contractor shall notify the SAT Contract Administrator of production cutoff dates, in writing, no less than sixty (60) days prior to the close of "Fleet Final Order Date." Purchase Orders received by the Contractor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the cutoff date will be subject to availability. For purposes of this section, Purchase Orders shall be deemed received by the Contractor upon delivery. Delivery can be accomplished by: A) in person delivery, B) certified mail, postage prepaid, return receipt requested, C) facsimile, evidenced by a confirmation print out, or D) a commercial overnight courier that guarantees next day delivery and provides a receipt.

If a Purchase Order has been timely received by the Contractor and the manufacturer fails to produce/deliver the production year vehicle, the Contractor must provide the next year's equivalent model at current contract prices.

If Purchase Orders are received by the Contractor after the cutoff date, the Contractor and manufacturer at their sole discretion may choose to provide next year's model at current year's prices until the end of the contract term.

Sheriffs' Association of Texas Vehicle Procurement Program – Solicitation for Bids and Contract Terms and Conditions 2019

Sheriffs' Association of Texas  
Procurement Program  
Zone Map



Date: Feb 3, 2020 5:14 PM

## Cooperative Purchasing Programs

Recently, the TAC legal department was asked to research the statutory provisions that authorize counties to participate in the Sheriff's Association of Texas Cooperative Purchasing Program and other similar cooperative programs. In Texas, cooperative purchasing programs are authorized and organized under Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code. Local Government Code, Section 271.102 authorizes counties to participate in cooperative purchasing programs of this state or another state and specifically provides that purchases made under Section 271.102 satisfy any state bidding requirements. Additionally, Texas Government Code, Section 791.013 provides that counties engaging in an interlocal agreement for the purchase of goods may contract with a 501(c ) organization like the Sheriff's Association to supervise and administer the purchasing agreement. If you have questions regarding the specific formation documents for the Sheriff's Association of Texas Cooperative Purchasing Program please contact the Sheriff's Association or go to their website [www.sheriffstx.org](http://www.sheriffstx.org) where all documentation pertaining to their program, including contact information, can be found under the "procurement" tab on their website. You may also consider seeking legal guidance from your county or district attorney regarding the referenced statutory provisions and any associated agreements.

Michael Pichinson  
General Counsel  
Texas Association of Counties  
P.O. Box 2131, Austin, Texas 78768  
Phone 512-478-8753 x 3556  
Texas Toll free: (888-275-8224)  
Fax: 512-478-3573  
[michaelp@county.org](mailto:michaelp@county.org)/<http://www.county.org>

COPY

*The mission of the Texas Association of Counties is to provide services to Texas counties and assistance to all county officials.*

***TAC Fundamental No. 12: Fix Problems at the Source. Address issues by discovering the root cause rather than simply tackling the symptoms, by going directly to the person accountable. It's better to invest time in developing a long-term relationship and solution, rather than simply putting on a "Band-Aid." Communicate what you learn so that others don't make similar mistakes. Learn from problems and use your knowledge to create systems that prevent mistakes and problems.***

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STATE OF TEXAS                    §  
  §  
COUNTY OF BURNET               §

COPY

**AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN  
BLANCO COUNTY AND BURNET COUNTY FOR JAIL SERVICES**

The following is an amendment to the Inter-local Agreement previously entered by Blanco County, herein also referred to as “**BLANCO**,” and Burnet County, herein also referred to as “**BURNET**,” dated October 1, 2019. A signed copy of this agreement is hereby attached as **EXHIBIT A**. All terms and provisions of the agreement shall continue in full force and effect with the exception of the agreed upon modifications set herein below:

**WITNESSETH**

**WHEREAS**, **BLANCO** and **BURNET** previously entered into an interlocal agreement that is authorized under TEXAS GOVERNMENT CODE, Chapter 791 which allows for local governments of the State to enter into contracts for governmental functions and services to increase efficiency and effectiveness and;

**WHEREAS**, the interlocal agreement previously entered into by the Parties is a consolidated effort for the housing and care of incarcerated inmates under the goal of increasing the effectiveness and efficiency of each party.

**NOW THEREFORE**, it is mutually agreed to modify the previously entered Interlocal Agreement as follows:

1. **ARTICLE III FINANCIAL PROVISIONS** shall be modified in regards to the housing of female inmates. The Per Diem Rate for the housing female inmates for detention services under the Agreement is fifty dollars (\$50.00) per female inmate per day, subject to Article 1, Section 2 of the Interlocal Agreement. This rate for female inmates covers one female inmate per day. A portion of any day will count as a man-day under this agreement.
2. **ARTICLE III FINANCIAL PROVISIONS** shall continue as worded in regards to the housing of male inmates. The Per Diem Rate for the housing of male inmates for detention services under the Agreement shall continue as forty-five dollars (\$45.00) per male inmate per day, subject to Article 1, Section 2 of the Interlocal Agreement.
3. All other terms, conditions, requirements, or obligations of either party under the previously entered Interlocal Agreement which is hereto attached as **EXHIBIT A** shall continue in full force.

This Modification to the original Interlocal Agreement is signed by duly authorized representatives of both parties and approved by the Commissioner Court of the respective parties hereto.

**EXECUTION**

In Testimony and Witness of which this Modification has been executed in duplicate originals as follows:

**BURNET COUNTY, TEXAS:**

  
\_\_\_\_\_  
JAMES OAKELY, BURNET COUNTY JUDGE

Date: 1-3-2020

ATTEST:

REVIEWED:  
  
\_\_\_\_\_  
CALVIN BOYD, BURNET COUNTY SHERIFF

  
\_\_\_\_\_  
JANET PARKER, BURNET COUNTY CLERK

\_\_\_\_\_ COUNTY, TEXAS:

\_\_\_\_\_  
NAME OF OFFICIAL, COUNTY JUDGE

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

\_\_\_\_\_  
NAME OF OFFICIAL, COUNTY SHERIFF

**COPY**