

SPECIAL MEETING –July 28, 2020

Draft

On this the 28th day of July 2020 at 9:00 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

ITEM 1 – Call to Order and Roll Call.

Judge and all 4 Commissioners were 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 approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and to approve as presented, seconded by Commissioner Granberg. Judge Bray asked 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 – Consider ratifying or approving line item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion approving the line item transfers as presented, seconded by Commissioner Uecker. 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 6 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the outstanding bills in the amount of \$154,088.52, 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

ITEM 7 – Presentation of donation check from Capital Area Housing Finance Corporation for a new housing project located in Johnson City. Informational item only. (Judge Bray)

ITEM 9 – Consider approval of the application(s) for roadway crossing permits from Kinder Morgan. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to approve the application for roadway crossing permits for Kinder Morgan, 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

ITEM 8 – Consider approval of the amendment to the Blanco County Investment Agreement with Kinder Morgan. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to approve the amendment to the Blanco County Investment Agreement with Kinder Morgan, seconded by Commissioner Uecker. 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 10 – Consider directing that the voter-approval tax rate be calculated at 8% in the manner provided for a special taxing unit. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve that the voter-approval tax rate be calculated at 8% in the manner provided for a special taxing unit, 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 11 – Consider approval of the bond for Auditor and for payment of said bond. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the bond for Auditor and for payment of said bond, seconded by Commissioner Uecker. 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 12 – Authorize County Judge to sign Capital Area Council of Government Interlocal Agreement for 9-1-1 Geographic Information System Database Management. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion authorizing the County Judge to sign Capital Area Council of Government Interlocal Agreement for 9-1-1 Geographic Information System Database Management, 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

ITEM 13 – Consider authorization for the County to enter into a cooperative working agreement with the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Task Force's FY2021 grant renewal. Signers on the agreement will be District Attorney McAfee and Sheriff Don Jackson. Vote on any action taken. (Judge Bray)

COMMISSIONER GRANBERG moves to consider authorization for the County to enter into a cooperative working agreement with the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Task Force's FY2021 grant renewal. Signers on the agreement will be District Attorney McAfee and Sheriff Don Jackson, 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 14 – Consider approval of the Sheriff’s and Constables’ fees for FY2020-21. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the Sheriff’s and Constables’ fees for FY2020-21, 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

ITEM 15 – Consider the imposition of optional fees for motor vehicle registration for 2021. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to go with Option A for motor vehicle registration for 2021, 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 16 – Open, review and possibly select winning bid for Precinct 2 paving projects. Vote on any action taken. (Judge Bray)

There was 1 bid received. Ruvalcaba’s \$3.06 per yard.

COMMISSIONER UECKER made the motion to accept the bid from Ruvalcaba’s, 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

ITEM 17 – Consider the preliminary subdivision plat of “The 1623 Divide”. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to accept the preliminary plat with clean-up of cul-de-sac, fire suppression tanks onto final plat, as prescribed with exception of paving, to review at the next Commissioners Court meeting, water suppression system on final map, 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 18 – Consider burn ban. Vote on any action taken. (Judge Bray)

NO ACTION TAKEN ON THIS ITEM.

ITEM 19 – Consider on-going discussions regarding budget items for FY2019-20. Vote on any action taken. (Judge Bray)

NO ACTION TAKEN ON THIS ITEM.

ITEM 20 - Adjourn

COMMISSIONER UECKER made the motion to adjourn, 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

Meeting adjourned at 10:43 a.m.

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

Brett Bray

COUNTY JUDGE

State of Texas

County of Blanco

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 July 28th, 2020.

County Clerk and Ex-Officio Member
of Commissioner's Court, Blanco County, Texas

BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

AUGUST 2020

	#10 General Fund	#15 Road & Bridge Fund	#18 Courthouse Security	Total
Salaries	\$199,289.00	\$22,961.74	\$222,250.74	\$222,250.74
Soc/Med	\$ 15,245.61	\$ 1,756.57	\$ 17,002.18	\$ 17,002.18
Retirement	\$ 16,261.98	\$ 1,873.68	\$ 18,135.66	\$ 18,135.66
Insurance	\$ 52,191.32	\$ 5,220.00	\$ 57,411.32	\$ 57,411.32
Group Term Life	\$ 398.86	\$ 9.38	\$ 408.24	\$ 408.24
Total	\$283,386.77	\$31,821.37	\$315,208.14	\$315,208.14

TOTAL PAYROLL TO BE APPROVED

County Treasurer *Camille Muff* Date 8-5-2020

County Judge _____ Date _____

Commissioner Pct 1 _____ Date _____

Commissioner Pct 2 _____ Date _____

Commissioner Pct 3 _____ Date _____

Commissioner Pct 4 _____ Date _____

COPY

Agenda
6

All Official
Reports are
IN

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

DATE: August 5, 2020

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Sheriff Don Jackson

DEPARTMENT Blanco County Sheriff's Office

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>GENERAL</u>	<u>MISC</u>	<u>10-425-310</u>	<u>\$ 404.00</u>
TO:	<u>GENERAL</u>	<u>Pre-Employment Exams</u>	<u>10-425-431</u>	<u>\$ 404.00</u>

COPY

Reason for request:

Additional funds required

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

[Signature]
Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

[Signature]
Co Judge/Commissioners' Court Approval
(as needed)

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

DATE: August 6, 2020

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Sheriff Don Jackson

DEPARTMENT Blanco County Sheriff's Office

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>GENERAL</u>	<u>Out of County Boarding</u>	<u>10-425-415</u>	<u>\$ 500.00</u>
TO: <u>GENERAL</u>	<u>Prisoner Transport</u>	<u>10-425-444</u>	<u>\$ 500.00</u>

COPY

Reason for request:

Additional funds required

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


Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)


Co Judge/Commissioners' Court Approval
(as needed)

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

8/4/20
Funds are
available
±

DATE: July 30, 2020

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Sheriff Don Jackson

DEPARTMENT Blanco County Sheriff's Office

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: GENERAL	Part-Time	10-425-138	\$ 10,000.00
TO: GENERAL	Over Time	10-425-105	\$ 10,000.00

Reason for request:

Additional over time funds required

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

[Signature]
Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

[Signature]
Co Judge/Commissioners' Court Approval
(as needed)

Blanco County Commissioners' Court

August 11, 2020

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 54,033.53
015	Road & Bridge Fund	\$ 16,039.40
017	Records Management	\$ 13.50
045	Jail Commissary	\$ 96.95
Total		\$ 70,183.38

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



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

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0411-ELECTIONS ADMINISTRATOR					
	BLANCO COUNTY PUBLICATIONS LP	73623	A	INV#2302 EA	
	BRENDA BRODBECK	73591	A	PRIMARY RUNOFF	79.50
	CARD SERVICE CENTER	73665	A	4707 1205 3610 0617 SWIFT	59.33
	CARD SERVICE CENTER	73667	A	4707 1205 3610 0617 SWIFT	21.16
	CHARLOTTE DORSEY	73584	A	PRIMARY RUNOFF	21.62
	DENISE ADAMS	73590	A	PRIMARY RUNOFF	710.00
	ELECTION SYSTEMS & SOFTWARE	73627	A	PRIMARY RUNOFF	51.50
	J FRANK BLAGG	73589	A	INV#1146928 EA	10,287.46
	JERRY ANN BUCK	73586	A	PRIMARY RUNOFF	51.50
	JETT SOPHIA	73587	A	PRIMARY RUNOFF	385.00
	KIMBERLY WATT	73583	A	PRIMARY RUNOFF	41.50
	NADINE SULTEMEIER	73585	A	PRIMARY RUNOFF	530.00
	VICKIE BLAGG	73588	A	PRIMARY RUNOFF	756.00
	DEPARTMENT TOTAL				41.50
0412-DISTRICT CLERK					
	GOVERNMENT FORMS & SUPPLIES, LLC	73637	A	INV#0322656 DIST CLERK	186.25
	DEPARTMENT TOTAL				186.25
0415-COUNTY ATTORNEY					
	CARD SERVICE CENTER	73666	A	4707 1205 3610 0617 SWIFT	399.99
	DEPARTMENT TOTAL				399.99
0425-COUNTY SHERIFF					
	A T & T MOBILITY	73561	A	ACCT #28789997662 LEC	
	AARON AGOLD	73688	A	REIMBURSEMENT	43.73
	AUTO CHLOR SERVICES, LLC	73562	A	INV #6345155 JAIL	105.55
	BLANCO COUNTY TAX ASSESSOR-COLLECT	73683	A	LICENSE TAG #1223410 LEC	187.90
	CARD SERVICE CENTER	73662	A	4707 1205 3610 0542 JACKSON	7.50
	CARD SERVICE CENTER	73669	A	4707 1205 3610 0617 SWIFT	44.95
	CARD SERVICE CENTER	73670	A	4707 1205 3610 0617 SWIFT	148.99
	CARD SERVICE CENTER	73671	A	4707 1205 3610 0617 SWIFT	23.98
	CHARM-TEX, INC	73624	A	INV#0224729-IN LEC	72.58
	CITY OF JOHNSON CITY	73598	A	ACCT#24001-0010131600 LEC	333.28
	CITY OF JOHNSON CITY	73599	A	ACCT#24001-0010131700 LEC	506.79
	CITY OF JOHNSON CITY	73600	A	ACCT#24001-0010125500 LEC	37.37
	EXPRESS AUTOMOTIVE SERVICE	73629	A	INV#3759825 LEC	246.61
	EXPRESS AUTOMOTIVE SERVICE	73630	A	INV#3759838 LEC	62.05
	EXPRESS AUTOMOTIVE SERVICE	73631	A	INV#3759962 LEC	52.53
	FUELMAN	73679	A	AUTOMOBILE EXPENSE	548.01
	GALLS, LLC	73635	A	INV#016023980 LEC	3,708.14
	GALLS, LLC	73636	A	INV#016088267 LEC	50.99
	GALLS, LLC	73681	A	INV#016162227 LEC	892.33
	GALLS, LLC	73682	A	INV#016143537 LEC	12.07
	GT DISTRIBUTORS, INC	73686	A	INV#0782018 LEC	982.21
	GT DISTRIBUTORS, INC	73687	A	INV#0781979 LEC	39.00
	ICS JAIL SUPPLIES INC.	73640	A	INV#W3860800 LEC	76.20
	OFFICESUPPLY.COM	73648	A	INV#3985858 LEC	118.62
	OFFICESUPPLY.COM	73649	A	INV#3985858 LEC	39.27
	PERFORMANCE FOOD SERVICE	73651	A	INV#9957783 LEC	159.55
	PERFORMANCE FOOD SERVICE	73652	A	INV#9964705 LEC	812.98
	PETERSON TIRE	73689	A	INV#JC33360 LEC	784.22
	RAYMOND C BENOIST	73653	A	UNIT 45 & 47 REMOVAL/INSTALL	17.00
	STANLEY CONVERGENT SECURITY SOLUTIO	73613	A	ACCT #2234644741 LEC	525.50
	STEVEN A LOGSDON	73684	A	PRE-EMPLOYMENT EXAMS - DECHERT, M	1,230.00
	THOMSON WEST	73612	A	ACCT #1000105580 LEC	175.00
					299.75

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
VERIZON WIRELESS		73614	A	ACCT #642256328-00001 LEC	636.91
DEPARTMENT TOTAL					12,981.56
0432-COUNTY AUDITOR					
TEXAS ASSOCIATION OF COUNTIES		73655	A	CONFERENCE/DUES/TRAINING	235.00
DEPARTMENT TOTAL					235.00
0435-INDIGENT HEALTH CARE					
BAYLOR SCOTT WHITE		73563	A	PATIENT #45349667	
BAYLOR SCOTT WHITE		73602	A	PATIENT #PH9478120880	180.84
BAYLOR SCOTT WHITE		73603	A	PATIENT #PH9478120890	44.57
BAYLOR SCOTT WHITE		73604	A	PATIENT #PH9479033590	44.57
BAYLOR SCOTT WHITE		73605	A	PATIENT #PH9478538690	44.57
BAYLOR SCOTT WHITE		73606	A	PATIENT #PH9478867170	44.57
BAYLOR SCOTT WHITE		73607	A	PATIENT #PH9477706190	75.62
BAYLOR SCOTT WHITE		73691	A	PATIENT #453496267	446.13
BLANCO PHARMACY & WELLNESS		73692	A	ACCT #113	55.37
SCOTT & WHITE HOSPITAL		73575	A	PATIENT #PH9477303200	654.58
SCOTT & WHITE HOSPITAL		73576	A	PATIENT #PH9477705720	46.73
SCOTT & WHITE HOSPITAL		73577	A	PATIENT #PH9477303880	46.73
SCOTT & WHITE HOSPITAL		73578	A	PATIENT #PH9477303860	8.55
DEPARTMENT TOTAL					95.05
0440-COUNTY EXTENSION AGENCY					1,787.88
CHRIS WIEMERS		73705	A	REIMBURSEMENT	249.40
GRETCHEN L. SANDERS		73639	A	REIMBURSEMENT	886.20
DEPARTMENT TOTAL					1,135.60
0445-EMERGENCY MANAGEMENT					
CARD SERVICE CENTER		73660	A	4707 1205 3610 0385 LIESMANN	129.89
DEPARTMENT TOTAL					129.89
0450-JUDICIAL EXPENSES					
CENTRAL TEXAS AUTOPSY PLLC		73564	A	CTA397-19	
MATTHEW L. RIENSTRA		73569	A	CASE #1803 & 1813	2,100.00
PERRY THOMAS		73706	A	424TH CASE #1771 & 1812	675.00
SHELL & SHELL		73592	A	424TH CASE #CR01816	675.00
STEVEN R WITTEKIEND		73579	A	CASE #CR01743	425.00
DEPARTMENT TOTAL					625.00
0455-COMMUNITY SERVICES					4,500.00
TEXAS WILDLIFE DAMAGE MGMT FUND		73580	A	INV #251548 JULY 2020	2,400.00
DEPARTMENT TOTAL					2,400.00
0500-COURTHOUSE EXPENSES					
BILL'S LOCK & KEY		73622	A	INV#23054 N. ANNEX	
BLANCO HEATING & COOLING		73680	A	INV#WO-038429 S. ANNEX	21.00
BLANCO-PEDERNALES GROUNDWATER DIST		73615	A	REVIEW 1623 DIVIDE SUBDIVISION	221.00
CARD SERVICE CENTER		73659	A	4707 1205 3610 0344 BLANCO COUNTY	250.00
CARD SERVICE CENTER		73663	A	4707 1205 3610 0617 SWIFT	22.29
CARD SERVICE CENTER		73664	A	4707 1205 3610 0617 SWIFT	15.14
CARD SERVICE CENTER		73668	A	4707 1205 3610 0617 SWIFT	1,924.32
CARD SERVICE CENTER		73672	A	4707 1205 3610 0617 SWIFT	229.03
CITY OF BLANCO		73565	A	ACCT #16 SOUTH ANNEX	377.59
CITY OF JOHNSON CITY		73593	A	ACCT#24001-0010009500 OLD JAIL	115.30
CITY OF JOHNSON CITY		73594	A	ACCT#24001-001010007300 COURTHOUSE	150.38
CITY OF JOHNSON CITY		73595	A	ACCT#24001-001010108900 PCT 2	190.61
					75.19

DEPARTMENT

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CITY OF JOHNSON CITY	73596	A	ACCT#24001-001010118700 ANNEX	37.37
	CITY OF JOHNSON CITY	73597	A	ACCT#24001-00101118600 ANNEX	92.65
	FILTERBUY, INC	73632	A	INV#20D4E40B-002 LEC	97.32
	FILTERBUY, INC	73633	A	INV#20D4E40B-002 OLD JAIL	58.20
	GRAVES HUMPHRIES, STAHL, LIMITED	73566	A	REPORT #COL005 JP 1	1,465.45
	GULF COAST PAPER CO. INC.	73698	A	INV#1904069	49.80
	HILL COUNTRY IT	73601	A	INV #484	3,788.00
	HILL COUNTRY WIRELESS & TECHNOLOGY	73567	A	ACCT #1040 AUGUST 2020	25.00
	JOHNSON CONTROLS	73568	A	INV #21737558 LEC	344.00
	LED ENERGY SOLUTIONS	73700	A	INV#173 COURTROOM	2,052.00
	LIESMANN MOWING	73643	A	INV#30084582 CH, ANNEX	250.00
	LONGHORN ELECTRIC	73644	A	INV#2398 CH	200.00
	PATRICK FISHER	73571	A	REIMBURSE FOR PHONE	146.14
	PITNEY BOWES	73572	A	INV #3311696018	969.12
	PURCHASE POWER	73574	A	ACCT #8000-9090-0697-9400	1,546.75
	QUILL CORPORATION	73703	A	INV#8693887	256.77
	QUILL CORPORATION	73704	A	INV#9059959	150.07
	SERVICE LIGHTING & ELECTRICAL SUPPL	73654	A	INV#W02264992 N. ANNEX	78.16
	THYSSENKRUPP ELEVATOR CORPORATION	73581	A	INV #3005411217	285.76
	TIME WARNER CABLE	73582	A	INV #0144415072620	580.00
	WW GRAINGER, INC	73638	A	INV#9599400331 CH	25.40
	DEPARTMENT TOTAL				16,089.81
0515-JUSTICE OF THE PEACE PCT #1	NORTHEAST TEXAS DATA CORP.	73570	A	REPORT #CAS017 JP 1	30.00
	DEPARTMENT TOTAL				30.00
0525-CONSTABLE PCT #1	FUELMAN	73673	A	FUEL - CONSTABLE 1	132.62
	DEPARTMENT TOTAL				132.62
0530-CONSTABLE PCT #4	FUELMAN	73674	A	FUEL - CONSTABLE 4	31.86
	DEPARTMENT TOTAL				31.86
0550-RECYCLING COORDINATOR	BLANCO HYDRO GAS CO.	73696	A	ACCT#2411 RECYCLING	16.00
	DEPARTMENT TOTAL				16.00
0560-GENERAL FUND CAPITAL EQUIPMENT	ADVANCED WINDOW TINT	73616	A	INV#21363 LEC	175.00
	PLASTIX PLUS LLC	73650	A	INV#12837 LEC	742.67
	DEPARTMENT TOTAL				917.67
0585-COUNTY INSPECTOR	FUELMAN	73675	A	FUEL - INSPECTOR	23.33
	DEPARTMENT TOTAL				23.33
	FUND TOTAL				54,033.53

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1					
	ASPHALT PATCH ENT. INC.	73620	A	INV#632427 PCT 1	2,081.42
	FUELMAN	73676	A	FUEL PCT 1	618.67
	KIRK FELPS	73642	A	INV#81403 PCT 1	10.99
	TONY MIRANDA	73657	A	INV#150124 PCT 1	279.81
	UNIFIRST CORPORATION	73608	A	ACCT #512256 PCT 1	100.29
	DEPARTMENT TOTAL				3,091.18
0550-R&B PCT #2					
	ARMADILLO MATERIALS LLC	73617	A	INV#0008235-IN	530.80
	ASPHALT PATCH ENT. INC.	73621	A	INV#632428 PCT 2	1,085.28
	ASPHALT PATCH ENT. INC.	73690	A	INV#632428 PCT 2	1,085.28
	COMMERCIAL ALTERNATOR & START	73625	A	INV#12950 PCT 2	279.92
	EMIL UECKER	73628	A	REIMBURSEMENT	331.22
	FUELMAN	73677	A	FUEL - PCT 2	215.17
	ODIORNE FEED/RANCH SUPPLY INC	73647	A	INV#162554 PCT 2	12.98
	UNIFIRST CORPORATION	73609	A	ACCT #512256 PCT 2	94.16
	DEPARTMENT TOTAL				3,634.81
0560-R&B PCT #3					
	CARD SERVICE CENTER	73661	A	4707 1205 3610 0385 LIESMANN	357.56
	DIAMOND X RENTALS, LLC	73626	A	INV#22507JC PCT 3	400.00
	ELLIOTT ELECTRIC SUPPLY	73697	A	TICKET#36-7434-01 PCT 3	139.15
	FORD & CREW HOME AND HARDWARE	73634	A	TRANS#A172399 PCT 3	61.57
	KIRK FELPS	73699	A	INV#81846 PCT 3	1,093.00
	ODIORNE FEED/RANCH SUPPLY INC	73645	A	INV#163232 PCT 3	7.00
	ODIORNE FEED/RANCH SUPPLY INC	73646	A	INV#163240 PCT 3	14.00
	THIRD COAST DISTRIBUTING, LLC	73656	A	INV#036408 PCT 3	142.99
	UNIFIRST CORPORATION	73610	A	ACCT #512256 PCT 3	53.68
	UNIFIRST CORPORATION	73611	A	ACCT #512256 PCT 4	72.06
	VULCAN CONSTRUCTION MATERIALS, LP	73658	A	INV#62147272 PCT 3	5,172.35
	DEPARTMENT TOTAL				7,513.36
0570-R&B PCT #4					
	ASPHALT PATCH ENT. INC.	73618	A	INV#632429 PCT 4	542.64
	ASPHALT PATCH ENT. INC.	73619	A	INV#632429 PCT 4	542.64
	BLANCO COUNTY TAX ASSESSOR-COLLECT	73693	A	LICENSE TAG #1199656 PCT 4	7.50
	BLANCO COUNTY TAX ASSESSOR-COLLECT	73694	A	LICENSE TAG #1223402 PCT 4	7.50
	BLANCO COUNTY TAX ASSESSOR-COLLECT	73695	A	LICENSE TAG #1107277 PCT 4	7.50
	FUELMAN	73678	A	FUEL - PCT 4	641.47
	KIRK FELPS	73641	A	INV#81703 PCT 4	7.80
	PETERSON TIRE	73701	A	INV#BL40855 PCT 4	7.00
	PETERSON TIRE	73702	A	INV#BL40846 PCT 4	36.00
	DEPARTMENT TOTAL				1,800.05
	FUND TOTAL				16,039.40

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES PPT				
DEPARTMENT TOTAL	73573	A	ENV #62172 CO CLERK	13.50
FUND TOTAL				13.50

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
SAN ANTONIO EXPRESS NEWS	73685	A	ACCT#570787487 LEC	96.95
DEPARTMENT TOTAL				96.95
FUND TOTAL				96.95

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

70,183.38

Professional Services Agreement

This agreement is entered into on the __28th__ day of __July__, 2020, by **The County of Blanco** (hereinafter called “*Customer*”) and **Software Unlimited Corporation** (hereinafter called “*Vendor*”).

Whereas, the Customer has the duties and responsibilities as set forth in the Constitutional Laws of the State of Texas; and

Whereas, the Customer may contract with the Vendor to assist in carrying out those duties and responsibilities; and

Whereas, the Customer wishes to contract for professional services for a Criminal Case management software system and other services with the Vendor and the Vendor wishes to provide said services to the Customer.

Now therefore, it is agreed as follows:

1. Vendor shall perform the duties as follows and other matters as assigned by the Customer in a professional manner.
2. Customer agrees to accept a personal, nontransferable, non-exclusive license to use the proprietary software products whether standard or customized forms (the “*Products*”) for the term of this agreement. Customer agrees not to disclose, publish, release or transfer to another, any Products without first obtaining the written permission of the Vendor.
3. The Customer is contracting for a total of 3 Criminal Case Management users. The Criminal Case Management system consists of all components listed in the initial quote provided to the Customer.
4. Criminal Case Management Installation is billed at a rate of \$950 a day for a 6 hour day and will take 1 day(s) for a total installation cost of \$950.00. Vendor will be training and working with the Customer’s designated IT person. Installation costs will be invoiced upon completion of installation of Vendor’s Criminal Case Management Software.
5. Vendor shall provide Criminal Case Management On-Line training at a rate of \$950 a day for a 6 hour day. Vendor shall provide 3 days of on-line training for a total of \$2850.00. Vendor shall coordinate with Customer to determine an appropriate time to conduct training.

The customer has not chosen Onsite training. In the event the customer desires onsite training, Vendor hereby requests Customer to provide the use of its facility (classroom, courtroom, etc.) with computers large enough to comfortably seat all persons scheduled for training during that week. At minimum, the facility must contain a power outlet, a desk or small table for projection purposes, and a large table(s) or desk(s) at which students may sit comfortably, take notes, and participate in class discussion. Onsite training will be billed at a rate of \$7,200.00 for four days including expenses. Onsite training will be invoiced upon completion of training.

6. Customer hereby acknowledges that Vendor requires a maintenance fee for the Software Unlimited Software Criminal Case Management Software of \$1,724.76 annually for 3 users. Maintenance fee for Criminal Case Management system will begin billing one year after installation of the software. Projected maintenance price increase is subject to a projected maximum of 10%

increase yearly. Maintenance includes phone, email, and web-support for users, incidental troubleshooting and administrative assistance.

Tech Support is provided Monday through Friday 8:00 a.m. – 6:00 p.m. Eastern standard time. Tech support is available in a number of formats, including Vendor's CMS Connect™ online bulletin board. Regardless of the method by which users contact Vendor's support staff, Vendor endeavors to provide a quick and accurate response to Customer's issue.

The maintenance fee is calculated on the number of users, and is payable monthly or yearly. If monthly payment is chosen, payment is due on the 15th of each month, following the aforementioned twelve-month period for Criminal Case Management Software. This fee includes all phone, e-mail and web-based support, and minor updates as well as full version upgrades. Major rewrites of the application are not considered version upgrades. There may be additional charges for the use of new features that are the result of major rewrites of the application. Maintenance does not include on-site troubleshooting, support or training. Such additional services will be billed at the normal billing rates.

The provisions of this agreement related to on-going obligations such as maintenance and tech support may be terminated by Customer upon 30 days' written notice to Vendor.

7. Per agreement with Customer, Vendor shall give 12 months of Maintenance/Warranty free of charge for the Criminal Case Management System. Maintenance fees will not be due until 12 months after the software is installed. It is a warranty against defect or internal failure. The warranty only covers specific internal flaws of the software, and does not extend to damage resulting from the internal flaw, user error or hardware malfunctions.

8. Cost for the Criminal Case Management Software, Installation, Training, and Maintenance is to be billed as detailed in section 9.

9. The Customer shall process and pay the Vendor the payment plan in the initial quote within thirty (30) days of the Customer's receipt of the Vendor's invoice.

Criminal Case Management System (3 users)	\$ 9,582.00
10 % discount	\$ - 958.20
Installation 1 Day	\$ 950.00
On-Line Training 3 Days	\$ 2,850.00
Yearly Maintenance	\$ 1,724.76
12 months free	<u>\$-1,724.76</u>
Total	\$12,423.80

Notwithstanding the foregoing, at its option, the Customer may, by initialing the election on the signature page hereof, rent the Criminal Case management software system from the Vendor for a monthly rent of \$276.95 in lieu of paying the upfront fee mentioned above. The 1st installment of said monthly rent shall be due and payable upon the execution of this agreement and on the 15th day of each month thereafter for forty eight (48) months. The monthly rent includes the Criminal Case management system, the installation cost, and the on-line training; the yearly maintenance cost will be charged separately. If the Customer fails to pay any part or all of the rent due hereunder within ten (10) days of the due date of said rent, the license to use the Products granted to the Customer

hereunder shall terminate, all other rights granted to the Customer hereunder shall cease, and the Customer shall return any Products in its possession to the Vendor.

In the event that the Customer elects to rent the Criminal Case management software system from the Vendor pursuant to the preceding paragraph, upon making the final monthly payment, the Customer shall have the right to exercise its option to purchase the Criminal Case management software system from the Vendor at a purchase price equal to One Dollar (\$1).

10. In all matters relating to this Contract, the Vendor shall act as an Independent Contractor. The Vendor is not an employee of the Customer under the meaning or application of any Federal or State unemployment laws, insurance laws, workers compensation laws, tax laws, or otherwise, including FICA. The Vendor shall receive an IRS Form 1099 for the appropriate tax year(s). At all times the Vendor shall be considered an Independent Contractor and accordingly the Vendor shall pay expenses such as clerical, taxes, etc. as required.

11. This agreement shall be governed by the laws of Texas, without respect to conflicts of law rules, and any dispute arising in connection with this agreement shall be heard only in courts having jurisdiction in Johnson City, TX

12. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the County’s obligations with respect to the Contract Document

THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSAL, AGREEMENT, COMMITMENTS OR REPRESENTATIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT.

This agreement shall be effective with the signatures of those in authority to make this agreement binding.

Dated _____, 2020

Dated _____, 2020

County of Blanco
Johnson City, TX

Software Unlimited Corporation
Tupelo, MS

COPY

Deborah Early
County Attorney
Johnson City, TX

June Geddie, CEO
Software Unlimited Corporation
P.O. Box 5
Tupelo, MS 38802

_____ I elect the option to pay the monthly rent referenced in section 9 in lieu of paying the upfront fee for the Criminal Case management software system (initial here if elected)



COPY

**HON. DEBBY ELSBURY
DISTRICT CLERK**

**ARCHIVAL IMAGING
& FULL PRESERVATION
OF HISTORICAL VOLUMES
WITH PRE-PRESERVATION OF CASE FILES**

JULY 31, 2020

**KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD, DALLAS, TX 75235
P/ 214.442.6668 F/ 214.442.6669
INFO@KOFILTECH.US WWW.KOFILTECH.COM**

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CONTACT INFORMATION



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CHRIS.MAROTTI@KOFIL.E.US

SUSANNA RECORDS, CONTRACT COORDINATOR (TXMAS/GSA)
p/ 214.442.6668
SUSANNA.RECORDS@KOFIL.E.US

I. EXECUTIVE SUMMARY



This quote provides services for the Blanco County District Clerk's Office's repository of case files and historical volumes. This project includes an 60 volumes and 102 shuck file cabinet drawers with a Good Faith Estimate of 119,459 pages. All pricing herein is good for 90 days from the date of this proposal.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to address the long-term preservation, management, digital access, and storage of any permanent retention records and active records. Preservation insures the survival of **source originals** for the application of future technologies. Proposed services include the following (as appropriate to the volume):

- **ARCHIVAL DIGITIZATION (WITH ADDITIONAL SERVICES)**
All volumes and case files indicated for service will receive archival digitization. Typescript volumes will receive OCR services. Tri-folded case files will receive pre-preservation (document prep, flattening, and re-housing) services.
- **QUICKLINK® LITE**
Index books will receive QuickLink® Lite services.
- **PRESERVATION (SELECT RECORD BOOKS)**
Manuscript records will receive preservation, including conservation treatments, deacidification, encapsulation, and binding. With this service, Blanco County has access to Kofile's proprietary archival products developed for local archives—the Lay-Flat Archival Polyester Pocket™, and the Disaster Safe County Binder™ (DSB). Kofile holds the patent on the Lay-Flat Archival Polyester Pocket™ and the DSB. Shelving pricing is included with this proposal.



DO IT ONCE, DO IT RIGHT, DO IT FOREVER

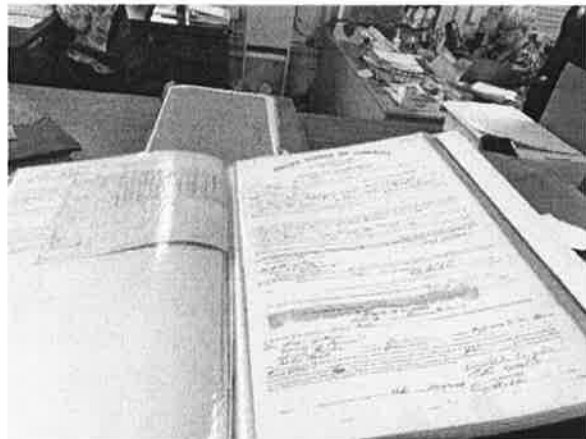
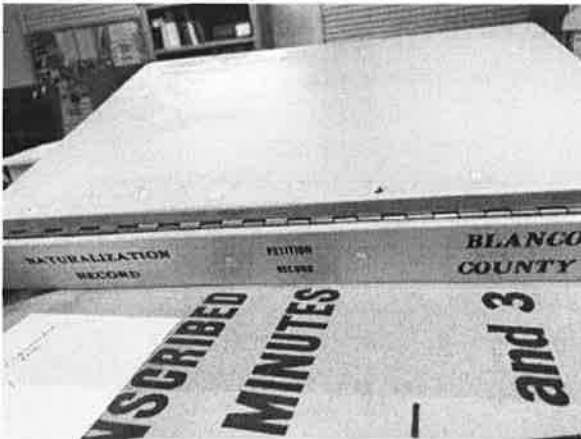
This philosophy is the driving force placing Kofile above other imaging competitors. Our services are not 'as-is' or 'scan it and forget it.' Our basis for success is decades of experience, realistic solutions, and professional analysis. Blanco County is assured of the survival of the Best Original Image for the application of current and future technologies.

Kofile understands the need for access to public records and ease of rapid, digital retrieval. This proposal addresses the ability of the Kofile solution to meet the Blanco County District Clerk's requirements, including Quality Control, Image Capture and Processing, Standards, and Security.

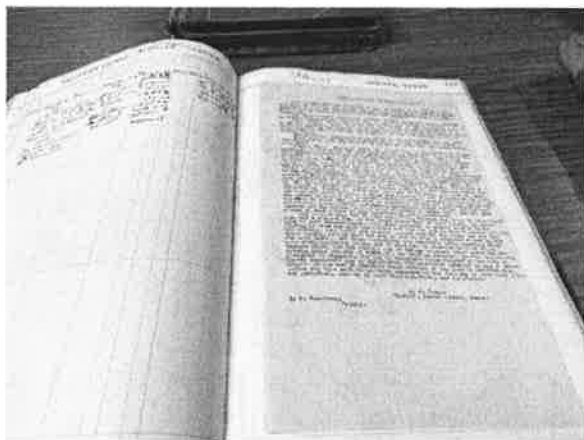
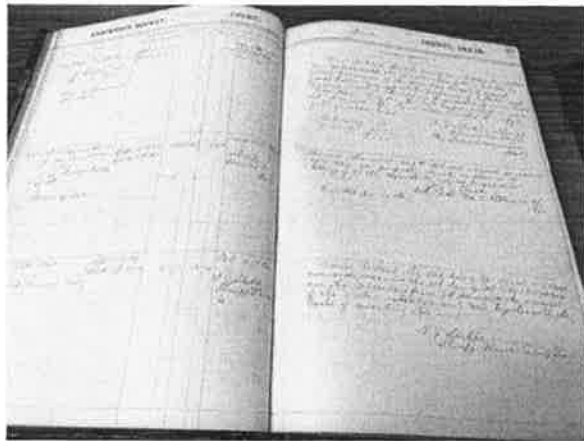
With headquarters located in Dallas, TX, Kofile can work side-by-side with the District Clerk. Catherine 'Cathy' Drolet, Account Manager, will handle all communication with Blanco County, and ensure the project is completed on schedule and according to Blanco County's standards.

With Kofile, Blanco County saves money, eliminates exposure of assets at multiple locations and overseas, and ensures the highest quality digital image that is free of distortion or information loss due to capture. Kofile appreciates this opportunity to be of service to the Blanco County District Clerk in this engagement.

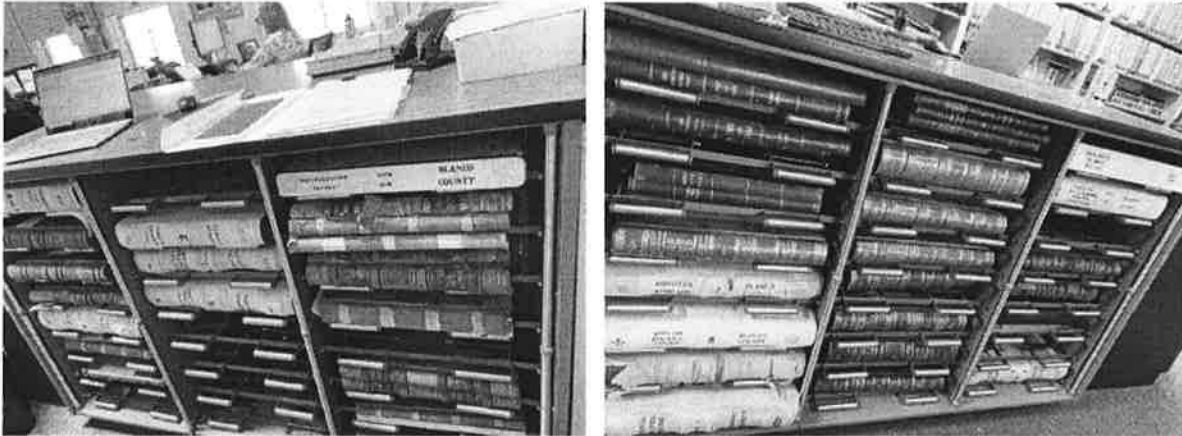
PHOTOGRAPHIC DOCUMENTATION



PHOTOGRAPHIC DOCUMENTATION



PHOTOGRAPHIC DOCUMENTATION



II. PROJECT EXECUTION

LOCATION OF WORK

Blanco County's records are preserved and digitized at the Kofile facility located at 6300 Cedar Springs Road, Dallas, TX 75235 (see pictured to the right). This facility offers the superior protection during treatment.



This is a permanent facility employing full-time, permanent employees since July 2011. This is 150,000 sq. ft. facility with three stories (119,000 sq. ft. used for production and executive offices).



Kofile possesses a history of responsibility, and it has invested in a facility with superior security to mitigate loss and destruction before it occurs. Kofile's investment in security is apparent in facility construction and location, expert staff, transport services, climate control, insurance coverage, and strong financial backing.



Facility Security Measures

The Kofile facility is F5 Tornado Resistant according to an architectural assessment performed by Tanner Consulting, 2010 (provided upon request).

Blanco County is welcome to inspect the Kofile facility—with or without notice—at any time.

Kofile is the only preservation company combining a 24/7 manned on-site security person with electronic surveillance. A motion security system protects the entire building, and there are 52 security cameras. There are not cameras inside the vaults, but each has a camera at its door. In addition, each book is given a barcode that is scanned each time the book is checked out or back into the vault.

In addition to the Motion Detector Security System, Kofile follows rigorous end-of-day closing and lock-down inspection protocol. There are internal and external monitored cameras and motion sensors. The Kofile facility is secured at all times.

The building is a "locked down" facility. No one is allowed in unless employed or are escorted by management. All access points are monitored, and a security fence limits facility access. The gate is open during business hours, but the premises are locked and only accessible after hours with a security card. Visitors are buzzed in after confirmation of identity via a video and voice system. Staff are positioned at department access points for an extra level of security.

VAULTS

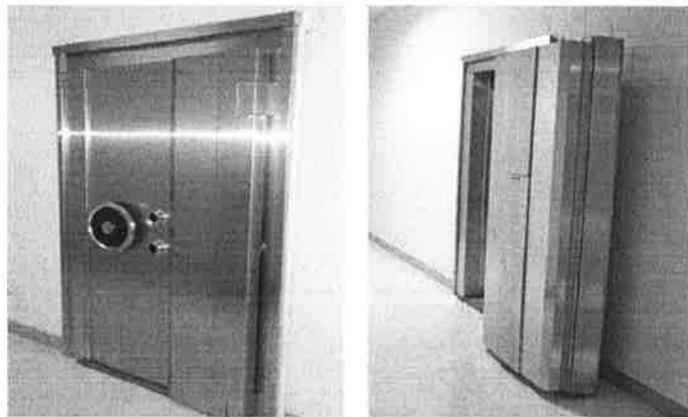
The Dallas facility has three vaults. Each vault is secured with Level 5 vault doors with a 4-Hour UL Rating of at least 350°F. Each vault has its own independent HVAC system, monitors for humidity and temperature, and controls for airborne particulates (monitored by analog methods). Kofile actively monitors for micro-organic growth.

Daily protocol requires that records removed from the vault for work must be in the custody of a technician at all times. When records are not undergoing treatment, they are immediately returned to the vault area.

Media Vault

Kofile provides storage services for microfilm, microfiche, and other types of data in its Media Vault. Kofile randomly performs spot tests to safeguard against certain contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox on microfilm. Acetate Base Film is separated from Polyester Base Film and is stored in separate storage boxes to help eliminate film contamination, as Eastman Park Micrographics, Inc. (EPM) recommends.

Kofile can retrieve any part of the microfilm/data and transmit the requested microfilm/data to a customer electronically or through other means. The client owns all of the stored microfilm/data, and Kofile will not sell or distribute the microfilm/data in any way. This vault is regulated by an independent HVAC system that monitors humidity, temperature, and controls airborne particulate (monitored by analog methods).



The Level 5 door of the Long-Term Storage Vault (same model used for each vault).



The 'Works in Progress' Vault.



The 'Media Vault.'

SYSTEM SECURITY

Kofile works in a secured, directory-based environment. Kofile employees are subjected to background checks and extensive interviews. Before they work with confidential records, technicians must graduate a series of work-effort tiers.

Our operator terminals are configured to ensure that no data can leave the facility. Any employee who works on a project is issued a username and password to access images. Rights are assigned to individual images as "read only." Only approved employees have the passwords to change image permissions. Therefore, no one can delete or modify images without authorization. All activity of this nature is logged.

Kofile establishes positive control over each item. Our SQL imaging database maintains a complete audit trail throughout each step for inventory control. We have managed numerous projects and have not lost any media or source files. Irreplaceable roll film, aperture cards, cartridges, paper files, charts, maps, and microfiche are all handled in this manner, without loss.

Kofile's server architectures allow redundancy of data operations in multiple locations. Data is regularly backed up to allow services to resume without interruption. Scanned information is captured on local workstations and processed in batches. After capture, batches are stored on centralized servers. Index servers are also backed up. After indexing, data is batch processed on central servers. These are backed up nightly, and the entire group of information is stored on archive servers. These data sets are moved to tape with multiple copies maintained offsite and within the vault noted previously. A backup implementation and rotation schedule is provided upon request.

PRODUCTION TRACKING SYSTEM (PTS)

An integral part of project management relates to the cataloguing of incoming files and tracking. Kofile uses its Production Tracking System (PTS) capability to produce unique IDs for each control unit. PTS provides staff with the tools necessary to establish positive control of the project and to manage the inventory of images, boxes, and microfilm continuously. Kofile employees can track the individual status of each document traveling through our system. PTS is also used for audit tracking purposes for each employee.



A PTS kiosk at a room entrance to scan in and out a volume via its individual barcode.

SERVICE DELIVERY

Kofile takes pride in being a prompt and efficient company. Kofile provides an 'off the shelf and on the shelf' service. The Kofile team is experienced working with public records. Records are picked up directly by dedicated Kofile personnel. Kofile's personnel pack and prepare items for transportation, as well as inventory and receipt records at the time of pickup and delivery.

Kofile differs from other vendors because it has invested in its own transport vehicles and do not have to rely on third-party transportation services. This capability enables Kofile to expedite projects that would otherwise lag due to dependence on third party freight limitations and costs.



Kofile transport personnel maintain a Class B CDL with an air brake endorsement. The Kofile Transport Coordinator has eight years of experience transporting and coordinating projects concerning records for public agencies.

Blanco County records are transported in a secure Kofile vehicle. The cargo is transferred in a climate-controlled environment that is regulated to prescribed archival standards. The Kofile vehicle boasts a 4000 lb. lift gate, air suspension, and air brakes. This truck is also equipped with several extra security features, including back-up cameras and an anti-lock braking system.

Documents are unloaded directly into the Kofile building through a dock. They are never left in a vulnerable location or in a location that is accessible to unauthorized persons. A coordinated staff effort at all levels maintains security and chain of custody for the documents.

INFORMATION REQUESTS

"Hot Shots," or Blanco County information requests, are available via fax or email. Upon receipt of a Hot Shot, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the requester or alternate. The turnaround time for Hot Shots will meet or exceed the District Clerk's requirements.

OWNERSHIP OF DATA

All Blanco County records (including volumes, document, digital images, metadata, and microfilm) serviced by Kofile shall remain the property of Blanco County. This policy is applicable to any agreement, verbal or written, between Blanco County and Kofile.

- ▶ **The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Blanco County.**
- ▶ **The records are not disclosed, sold, assigned, leased, or otherwise provided to third parties by Kofile.**
- ▶ **The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.**

PRESERVATION PROJECT TIMELINE

Preservation projects are unique in that the work determines the schedule, response times, and completion date. Upon contract execution, Kofile will work with the District Clerk's office to ensure reasonable timelines and project deliveries. The condition of the record determines how quickly it moves through the preservation process. Usually, older records suffer from extreme deterioration and require more attention. As the collection is processed in controlled batches and the age of the records decreases, production rate increases.

The Sample Preservation Project Timetable below represents a typical timeline for a batch of work and is not reflective of the total magnitude of the Blanco County District Clerk's project.

SAMPLE PRESERVATION PROJECT TIMETABLE		
WEEK	PROJECT PHASE	COMMENTS
1	COMMENCEMENT & RECORDS TRANSPORT	Project Manager meets with the Blanco County District Clerk's Office. Records are inventoried. Records for preservation are delivered to the Kofile facility in Dallas, TX.
1	ARRIVAL	Items are unpacked and inventoried against the previous inventory. Before any treatments are undertaken, each item is evaluated. An Information log is generated for each item. Titles are verified, items are identified with job numbers, and a stamping sheet is produced. The stamping sheet is sent to the District Clerk for verification, if required.
1—2	PREP	Write & distribute job instructions. Order custom materials such as binders upon approval of stamping sheet. Each stage of conservation is documented. The treatment log always accompanies each item.
2—4	CLEANING & DEACIDIFICATION	Folio surface cleaning. Removal of adhesives and repairs. All solvents and adhesives are acid-free and easily reversible. Individual sheets are deacidified, as appropriate.
4—7	REPAIR & RESTORE	Mending with appropriate methods, such as the application of Japanese tissues. Encapsulate sheets, if required.
8—10	DIGITIZATION	Document preparation, batching, and scanning, while adhering to strict quality control policies.
8—12	BINDER ASSEMBLY	Depending on the chosen housing, the designated books are bound. Binding may include rounding, backing, cover assembly, gold stamping and tooling, cutting of boards and leather, lining, and casing-in and pressing.
12—14	QUALITY CONTROL	Collection undergoes final quality check. Treatment reports are finalized and returned with the collection.
14—16	RETURN	The collection is boxed and delivered to the District Clerk's Office. Other project requirements are addressed as appropriate.

Kofile performs all preservation services in accordance with the *Code of Ethics & Guidelines for Practice* of the American Institute for Conservation (AIC). This includes conservation treatments, restoration, and rehousing of records with archival solutions and products. Kofile regularly addresses historical and permanent documents, and Kofile never utilizes any treatment, repair, or maintenance that is not reversible.

The following is an overview of treatments and services available at the Kofile lab. Services will be applied and equipment utilized as needed for individual pages.

CONSERVATION TREATMENTS

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of material deposits. This includes dust, soot, airborne particulates, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage. Superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile will remove fasteners, page markers, and other metal mechanisms. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc. cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Flattening and Humidification

Improperly stored, papers become inflexible and retain a memory of the storage position. Flattening occurs in the Kofile lab with the strictest archival environmental control standards. 'Flattening' is accomplished by a variety of methods and tools. Tacking irons are one such tool and have adjustable temperature controls to alleviate damage. Another method uses moderate pressure drying between acid-free blotters. Monitoring eliminates bleeds and mold/fungus.



Ultrasonic Humidification Chamber.

Items are humidified after testing the image solubility. The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this significant investment represents Kofile's foresight and commitment to offering the best available technology.

REPAIR & MENDING

Pressure-sensitive tape and adhesive residue are reduced as much as possible without further degrading the original. When possible, tape is removed with mechanical Heat Removal or Peeling. The former is used when adhesive is loose, old, or brittle; the latter, when removal by heat is unnecessary. The next alternative is chemical. Previous repairs that cannot be removed safely will remain. Stains are reduced to the greatest extent possible after careful testing. Tape stains are reduced, but most stains are likely permanent.

Repair and Restore Paper

Mending paper is an art form. It is accomplished with a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears $>1/2"$.

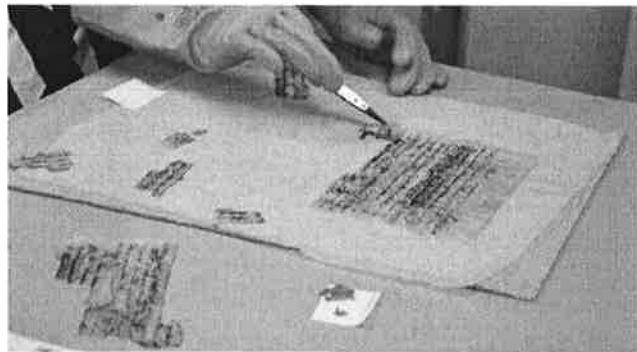
Materials utilized for mending are acid free and reversible. Japanese paper and ethyl cellulose paste or Crompton tissue are used most often. Kozo paper, in natural and white finish, is commonly used because of its strength and transparent nature. While visible to the trained eye, it does not distract. Mending strips are water cut so the edge of the Japanese paper visually integrates with the Document.

Filmoplast® is also used to reinforce damaged sheets. It is a low-temperature acrylic adhesive that bonds to Japanese Kozo paper. Kofile also constructs its own version of this material with acid-free tissue paper and Rhoplex liquid acrylic adhesive. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

An 1848 Probate Record before (L) and after (R) treatment and mending with Japanese tissue. Above right, a Kofile conservator pieces the document together after the tape was reduced.



Kofile carefully coaxes adhesives and tape by application of heat and pressure with specialized conservation tools.



DEACIDIFICATION

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system for optimum performance. A commercially-prepared buffer solution, *Bookkeepers™*, is applied to both sides of the sheet with compressed air sprayer equipment. The solution is non-flammable and non-toxic. The active ingredient, *magnesium oxide*, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet. Random testing ensures a 8 pH ± 2-4%.

DEACIDIFICATION (ALKALIZATION)

The addition of a finely divided alkaline material to paper fibers. The addition of an alkaline buffer is approved for use on papers that would otherwise deteriorate because of their tendency to produce acid, or for acidic papers that cannot be washed.

AIC Definitions of Conservation Terminology, Directory of the American Institute for Conservation of Historic and Artistic Works.

WHAT THIS MEANS TO BLANCO COUNTY

Without acid-free components, the chemicals deteriorating within the paper fibers and materials cause deterioration of bindings and pages. With time, papers become increasingly acidic. This breakdown is evident in yellowing or browning. In addition, the paper becomes brittle and loses its fold resistance. Deacidification will halt this process.

Most are familiar with the experience of handling of an old book—the binding is worn; the pages are brittle and yellowed; and it emits a slight odor. Unlike the aging of the readers, the aging of a book can be stopped through conservation. With simple treatments, books and their contents can be saved for countless generations. While a fraction of damage to the books is due to handling, the major culprit is the acid in the paper fibers. Imagine your grandchildren reading the same book that you favored as a child, but the pages are just as stark white and crisp. This is accomplished through deacidification.

ENCAPSULATION

In archival encapsulation, the document floats freely. It is not adhered or heat set. Each sheet is encapsulated in a *Lay Flat Archival Polyester Pocket™*, US Patent #7,943,220 B1, 5/17/2011.

Pockets are closed on three sides, and the binding process statically seals the fourth. Pocket dimensions match the 'book block' with a 1½" or 1¼" margin. Reemay® or spunbond polyester at the binding edge offsets the document's thickness and seals out pollutants. This allows for a flat book block and reinforces the binding edge for added strength and years of service.



Kofile uses SKC SH725 PET polyester for its pockets. The inherent static cling of polyester provides physical support and protection from daily public use.

Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It will not distort or melt in case of fire.

ARCHIVAL RECORDER BINDERS

Pockets are punched and hand-cased. Volumes with small page counts may be combined. Kofile manufactures binder components on a per-book basis, sized to 1/4" incremental capacities. Sheets are punched to any hole specifications. Index tabs are repaired/replaced as necessary.

Kofile can match existing books by manufacturing custom sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free. Any product that fails to operate properly or maintain its original integrity is replaced at no cost to the County. This is our commitment of value and service to our customers.

Cover printing is foil on the leathers and hot stamp printing on the canvas. Title stamping is reviewed and approved in advance. It will follow the same format/style of the originals. Tooling is performed with 23-karat gold foil. If errors are noted, the District Clerk is notified to determine appropriate correction. Blanco County approves all changes.

New binders stabilize documents and impede deterioration. *This will save Blanco County valuable storage space and will require little or no maintenance for decades.* **Based on Blanco County's humid weather Kofile strongly recommends the Disaster Safe County Binder™ (DSB), but either of the following archival binders may be used.**

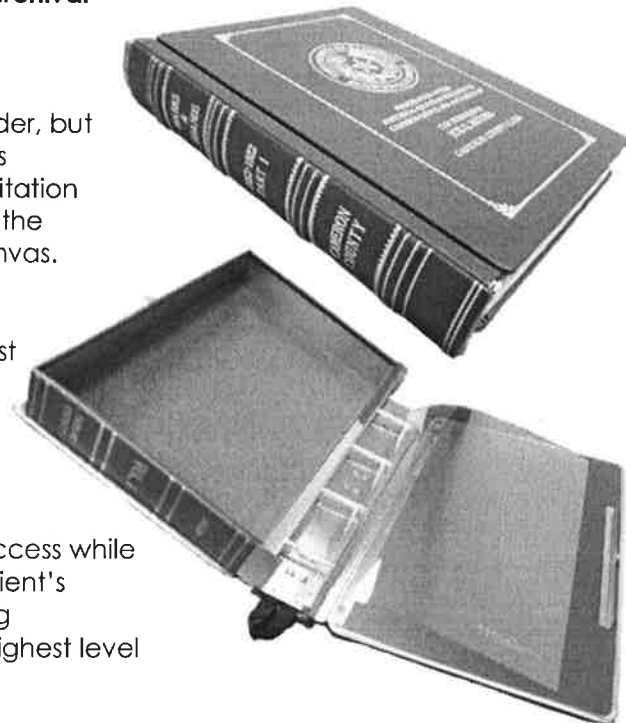
Heritage Recorder Binder

The *Heritage Recorder Binder* is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.

The Disaster Safe County Binder™ (DSB)

The DSB features a lifetime warranty against rust. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops.

The DSB provides functionality and easy access while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value and offers the highest level of protection for disaster recovery.



Other DSB Features Include:

Stainless Steel—

The metal mechanism and book block apron are constructed of stable corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

*Support to the Book Block—*The DSB is equipped with a Polyester Foam Insert to ensure physical support to the book block and allow library style storage.

*Microclimate—*The DSB creates a *Microclimate*, an independent, stable environment separating sheets from the external atmosphere.

*Security Lock—*A security lock hinge protects from theft.

*Nonflammable & Self-Extinguishing—*The DSB's nonflammable cover boards and materials make it self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.

The DSB exceeds NFPA Fire Codes 1 & I, and Classification codes FMVSS 302, UL94 FLAME, & UL 746A IGNITION. NFPA 232, ~6.12.2, states "All records shall be stored in fully enclosed non-combustible containers" (Standard for the Protection of Records, 2007 Edition J).



DSB layers include a metal rim, (red) imitation leather, fire resistant material (black), and a self extinguishing board.

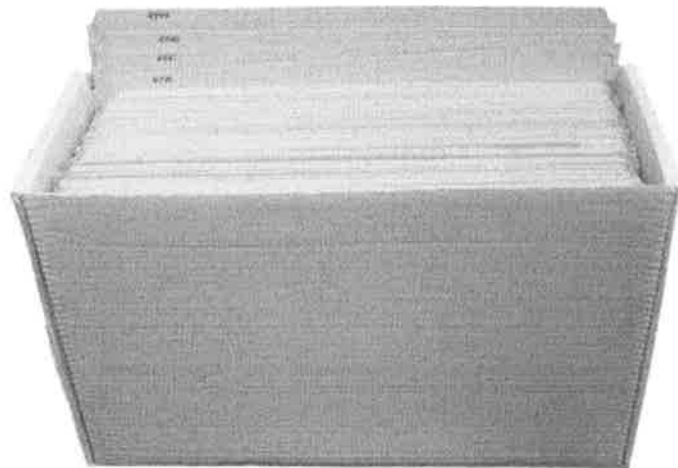
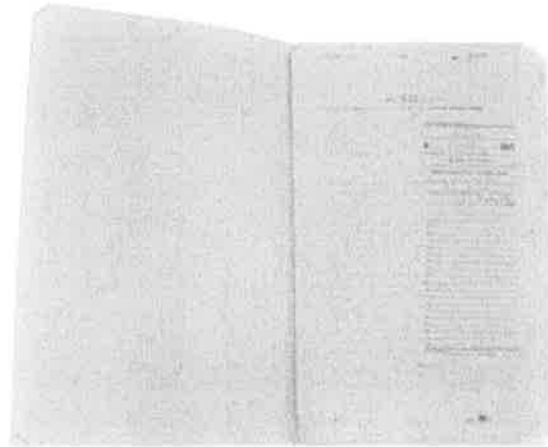


Bastrop County Probate Cases. The box to the left is the original box, and the Coroplast™ boxes to the right are the rehoused files.

ARCHIVAL BOXES & FOLDERS (TRI-FOLDED CASE FILES ONLY)

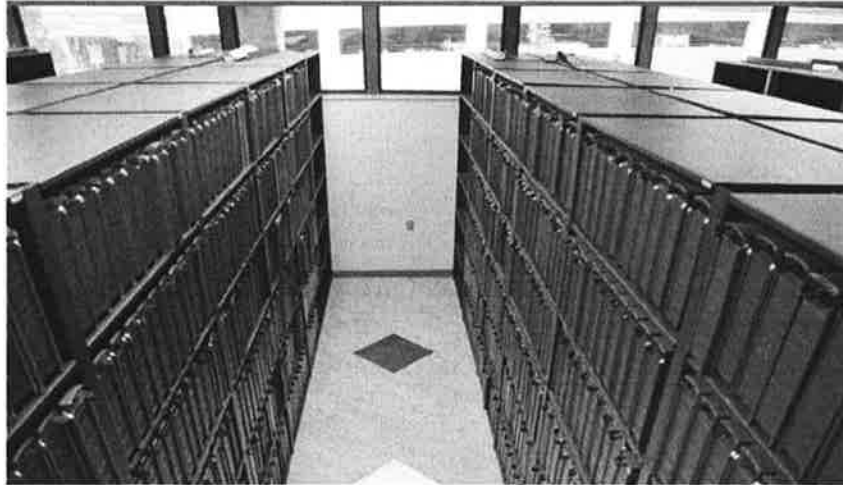
Following imaging, sheets are placed in archival acid free folders and housed in corrugated archival boxes for return. These boxes are acid free and comprised of a chemically inert co-polymer. They offer unparalleled strength and high density, and they are water resistant. Each box and folder is appropriately labeled as to its contents.

The original shuck envelopes can be saved and preserved for return, or, as pictured above, photocopied to save space in the returning files.



4POST™ SHELVING

4Post™ Shelving is proposed to house the new binders and boxes. This archival shelving is proprietary to Kofile. Kofile can work with the client to design a custom schematic to achieve the best footprint.



The DSB's polyester foam insert ensures that the book block is physically supported. Encapsulation allows sheets to hang from the posts. These functions enable library-style storage and save invaluable square footage that other systems engulf. Book ends are not needed because the DSB sits upright independently.

High Density Solution

Kofile considered many factors when designing its shelving solution. These included the effects that the shelving materials and surrounding environment that would have on the archival materials. This shelving has a custom finish with an archival-quality, environmentally-friendly paint that will not off-gas and damage documents.

The DSB is heavier than other binders due to its disaster-safe components. Other systems may buckle or break when tasked with housing DSBs, but the Blanco County District Clerk can rest assured that this shelving will not buckle and deteriorate. These units are also beneficial because they allow for easy expansion should the District Clerk wish to re-arrange the units or add more units in the future.

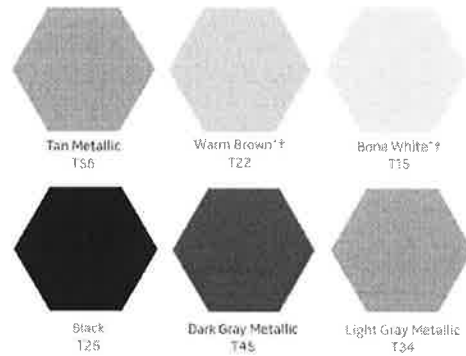
Shelving Schematics

Custom schematics can include steel back panels, 20"D case-style uprights, kick plates, un-slotted shelving, shelf reinforcements, and shelf supports. All 4Post™ Shelving Systems come with a lifetime warranty.

4Post™ Shelving features interlocking keyhold uprights and double rivet shelf supports to maximize the durability and versatility of the units. The units can hold volumes up to 20"D, and they are assembled without the use of bolts, nuts, or clips. This system allows for single-entry units for placement against a wall and double-entry units for placement of units back-to-back. Units are also designed "mobile ready" to allow for storage expansion and conversion to a TrakSlider System, if needed.

Paint Finish

4Post™ Shelving is available in a textured powder-coated finish with a variety of colors—see pictured right. All steel parts are thoroughly cleaned using a three-stage iron phosphate washer and are then coated with an Epoxy-Hybrid powder finish using an electrostatic paint system. Powder coating provides a superior, attractive, uniform finish that is more durable, scratch and corrosion resistant, and environmentally friendly than liquid paint. Kofile only uses the most advanced painting technologies that are EPA tested and approved. The powder coat is solvent free and environmentally safe.



Quality Assurance Plan

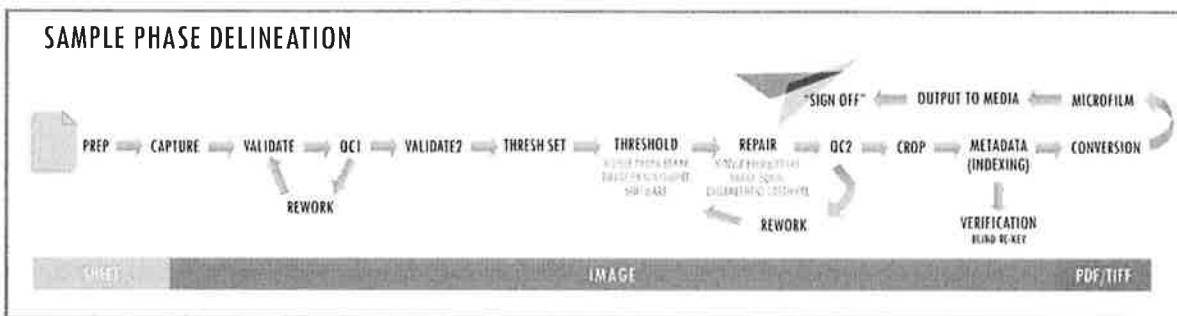
Pricing for shelving includes labor, materials, rigging services, and transportation services required to pack, load, unload, and install shelving. Before installation, Kofile personnel check the delivery inventory for errors and damage. Each component is then inspected and assembled. After assembly, each shelf is cleaned and volumes are installed. Kofile staff take the volumes off the shelves and return the volumes to the shelves at the project conclusion. We do not leave behind volumes and debris for the County staff to address. Kofile guarantees to exceed the County's expectations for quality and excellence.

IV. ARCHIVAL DIGITIZATION METHODOLOGY **Kofile**

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Kofile understands the need for access to public records and ease of rapid, digital retrieval. Services differ because materials are addressed according to their condition and fold endurance without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents. Kofile invests in the best hardware and software available on the market.

Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.



IMAGING OVERVIEW

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format. Images are optimized and scaled for system output.



Kofile makes use of gray-scale scanning techniques for documents to ensure the optimum resolution of each page. Effectiveness and minimum legibility of the scanning process are verified through rigorous and systematic quality control. Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization.

Please see the following page for a Typical Conversion Plan for Case File projects.

TYPICAL CONVERSION PLAN FOR CASE FILES

NO.	TASK	ASSIGN	START /END	STATUS	COM- MENT
1.0	SCOPE OF WORK & QUOTE				
1.1	Develop scope of project i.e. budget, date ranges, case range.	County & Kofile			
1.2	Sign, edit, & return executed quote or contract to Kofile.	County			
1.3	Issue Purchase Order.	County			
2.0	PICK UP FROM STORAGE SITE				
2.1	Export database of Case Files in a pipe delimited format, if applicable.	County IT			
2.2	Create manifest for Pick Up (a listing of case files per box).	Kofile			
2.3	Pick up from Client site(s).	Kofile			
2.4	Repeat Items 2.2 - 2.4 until scope of project (Item 1.1 pick up).	County & Kofile			
3.0	KOFILE PRODUCTION TASKS				
3.1	Inventory receivables and verify receipt.	Kofile			
3.2	Document Prep (e.g. remove clips & staples, tape receipts to black pages, position envelopes for scan. <i>May require copying case file folder for inclusion.</i>)	Kofile			
3.3	Scan at 300 dpi at 256 gray levels with image enhancement to include deskew, despeckle, character repair, & zonal processing.	Kofile			
3.4	Quality Assurance (QA) Tasks include a visual examination of each image & comparison of image to paper. Compare Index data to database (Item 2.1) to match data.	Kofile			
4.0	DELIVERY OF IMAGES FOR IMPORT				
4.1	Provide media (ftp, thumb drive, CD, DVD, hard drive) for image & metadata delivery—includes case count, multi-page PDF files (or TIFF), & metadata.	Kofile			
4.2	Import images & metadata, if applicable. Verify that case count & other information matches quantity provided by Kofile.	County IT			
4.3	For imports with exceptions, provide Kofile with a list of exceptions for reimport.	County IT			
4.4	Verify users can access newly imported images & metadata.	County IT			
4.5	Back up Document Repository with newly imported images & other databases that may require a backup.	County IT			
5.0	COUNTY QUALITY ASSURANCE (QA) REVIEW				
5.1	County to complete a QA delivered Files.	County			
5.2	County to provide Kofile with an exception list of any issues.	County			
6.0	RETURN OF DOCUMENTS				
6.1	Documents return for storage.	Kofile			
7.0	MISCELLANEOUS				
7.1	Invoice monthly for images delivered to the County.	Kofile			

Image Capture

Domain specific knowledge is a necessity for this project. A vendor that does not understand permanent asset collections may address the Blanco County files as disposable documents. Kofile understands these are not disposable records, and will maintain file order and identification.

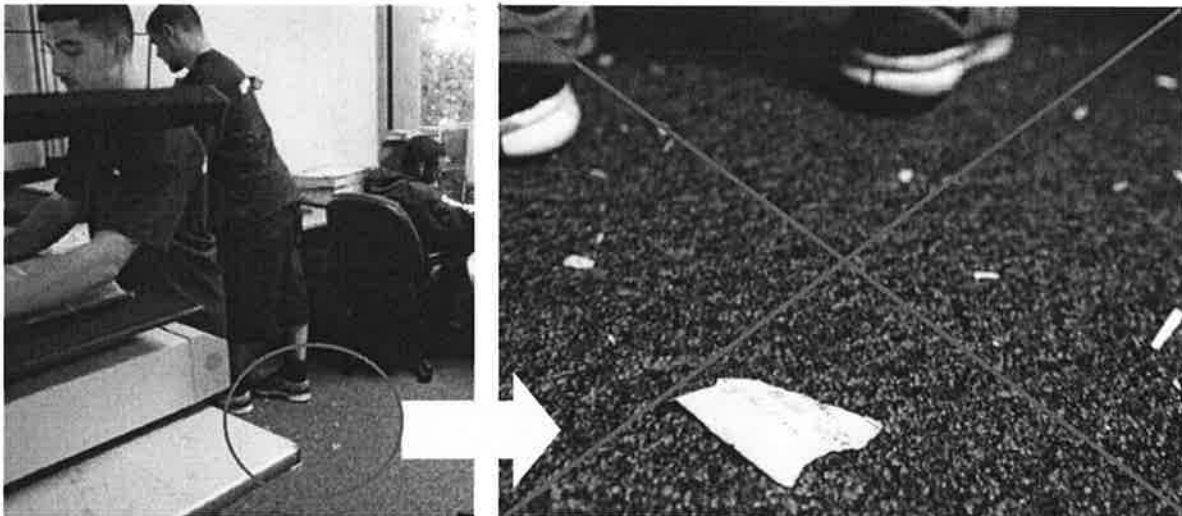


Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is treated with a "Best Possible Image Indicator" or further enhancements.

Image Processing & Enhancement

IMAGE PERFECT is Kofile's proprietary software. It ensures the optimum image quality. When documents vary in size and density, this custom programming ensures image uniformity. It provides proprietary algorithms to achieve high image quality. The utilization of algorithms is critical for capturing different densities and quality levels in a collection.

This proprietary software is a digital SLR-based system. Kofile utilizes the Microsoft® SQL database as the underpinning for the production systems. The software also allows operators to build and edit image processing scripts interactively. The image processing scripts can be saved for batch processing. It also has progress tracking capabilities and



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." *Evansville Courier Press*, August 21, 2013.

can identify exceptions. Supervisors correct problems in a quick and efficient manner.

This software automatically detects and compensates for a scanner's variances or for variances from multiple scanners or those of different types. The Assured Image delivers consistent, high-quality output.

IMAGE PERFECT uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. Kofile maintains 100% document integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

During the image repair process, *IMAGE PERFECT* allows repair of the currently displayed image without rescanning. This eliminates the need to rescan additional images that could compromise image integrity. Images are zonal enhanced to improve readability.

Quality Targets (see right) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. The *Quality Target* serves as the foundation for our quality assurance analysis. *IMAGE PERFECT* measures each image at a minimum for the following attributes:

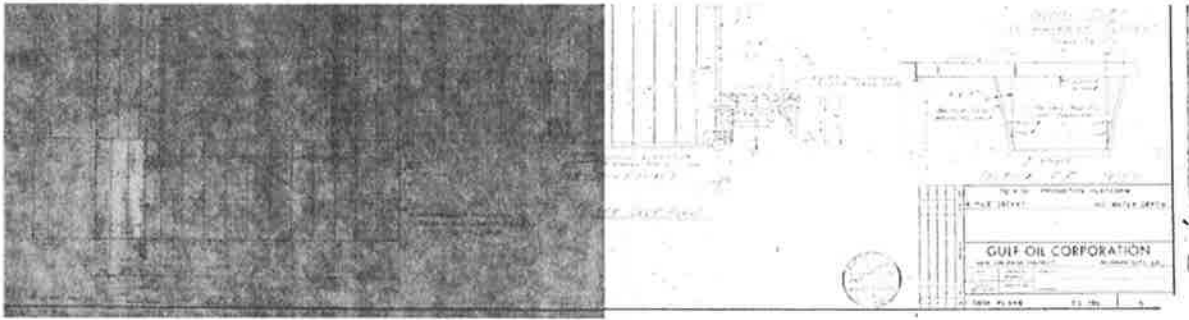
- Target DPI
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



Quality Targets permit operators to view image quality at the time of the scan. Images, even those scanned on different devices, are "normalized" as if from the same scanner. Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. The Quality Targets serve as the foundation for our quality assurance analysis.

Kofile performs Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

Annotations are supported to allow the electronic addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) image cleanup and enhancements.

Quality Control (QC)

Quality control (QC) is a key element. Our QC process ensures that all images are certified. **Each and every image is sight checked during QC.** Kofile's quality assurance involves three major thresholds for 100% review inspection: during preparation, during scanning, and during a post scanning review. Then, the process involves a statistical, random, batch-based review of 8% of all work before delivery. Each page is checked to ensure there are no missing pages, double feeds, and to account for "A" pages (which may have been added to the original book).

QUICKLINK® LITE ACCESS SOLUTION

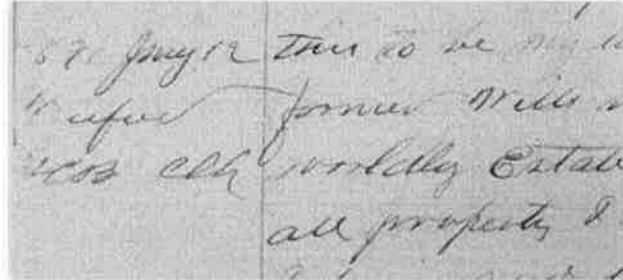
QUICKLINK® LITE is a custom software solution that provides an electronic search of Index Book images. It expedites a county's digital imaging and indexing initiatives.

This solution offers reduced cost and liability as an alternative to full Indexing—especially the costs associated with handwritten records. Manuscript data is expensive to index due to the significant time and increased level of difficulty required to transcribe information and interpret handwriting styles.

QUICKLINK® LITE maps the index entry and retrieves the image of the associated index book page. QUICKLINK® LITE is a browser-based and web-hosted interfaces. It is incredibly user-friendly. Incorporating a digital retrieval reduces wear on the oversized original index books as well as the original documents. **See the search parameters exemplified right and on the following page.**

Online help for this application is available via email and online chat.

Typical queries by title companies, abstractors, or attorneys require data older than 30 years. QUICKLINK® automates searches, and provides significant cost savings from full indexing.



QUICKLINK® LITE

Once the index entry is located via alphabetical search, access the physical volume in the clerk's office to locate the desired record.

Search Index Books	
Type:	Civil Cases
Year:	1849-1920
Parties:	Plaintiff
Last Name:	A
First Name:	A-Z
<input type="button" value="SEARCH"/>	

QUICKLINK® LITE



CameronDC

Exit Home Zoom In/Out Image: 1 / 2 Print Help

Search Index Books

Type: Civil Cases

Year: 1849-1920

Author: Rainoff

List Name: A

First Name: A-Z

SEARCH

Legend

Next Page - Shift + N key

Previous Page - Shift + P key

Zoom In - Shift + I key

Zoom Out - Shift + O key

Print - Shift + T key

Account

You must login to view past orders and download.

Login/Register

Users can quickly navigate between index book pages.

CALL NO	COMPANY NAME	STYLE	FILED DATE
31	A BROWSTER AND CO	VS PS WATER WALL	10/28/1916
31	A BROWSTER AND CO	VS PS WATER WALL	10/28/1916
31	A G SWANSON CO	VS C B MOYING	6/26/1914
31	PETER ABADIE	VS MARIA ANTONIA DE CANTU	3/5/1912
31	FRANCISCO ABREGO	VS ISABEL VALDEZ ABREGO	5/3/1891
31	MANUELA ABREGO DE LONGORIA	VS FAUSTINO LONGORIA	8/5/1920
31	MANUELA ABREGO DE LONGORIA	VS FAUSTINO LONGORIA	5/30/1920
31	J L ADAMS	VS G F BERRY	8/26/1913
31	JAY E ADAMS	VS R S DILWORTH ET AL	3/28/1917
31	W S ADAMS	VS T W CARTER ET AL	3/25/1918
31	J G ADAMSON	VS A L BRACKY	10/15/1917
31	LAURA ADAMS	VS WILLIAM ADAMS	1/8/1906
31	ADVANCED RUMELY THRASHER COMPANY	VS S S CALDWELL & MRS S S CALDWELL	10/18/1920
31	DOLORES AGUILAR	VS CONTINENTAL BENEFICIAL ASSN	5/8/1916
31	SILVESTRE AGUIRRE	VS FELICITAS AGUIRRE	1/5/1909
31	W M H AKERS	VS HANNOVER STATE BANK	10/29/1917
31	ALAMO IRON WORKS	VS W J COLKINS ET AL	11/10/1915
31	FRANK ALCEGO	VS B I CAMP	3/4/1912
31	J A ALDERIDGE	VS J A HILL ET AL	8/23/1920
31	J A ALDERIDGE	VS JOHN A HILL	10/5/1920
31	M J ALEXANDER	VS CLEMENTINA ALEXANDER	3/24/1902
31	M J ALEXANDER	VS JOSEPH KLEIBER	6/22/1879
31	MORTIMER J ALEXANDER	VS M J GOMLA	7/10/1911
31	EUSAN A ALEXANDER	VS THOMAS J ALEXANDER	7/29/1920
31	ALEXANDER AND CO	VS JAMES G THRM	8/18/1870
31	ALEXANDER AND CO	VS JAMES G THRM	8/18/1870
31	ALEXANDER MARKETING	VS S L LOUIS, BROWNSVILLE & MEXICO RAILROAD CO	5/25/1920
31	ANTHONY ALFEUT	VS HENRY BEAVER	4/5/1887
31	J P ALLAN	VS JEFFERSON B	8/10/1903
31	JOHN ALLAN	VS RUIBO SALINAS	10/21/1867
31	THOMAS ALLAN	VS ESTACDO ALLAN	4/12/1907
31	A KALLEN	VS INDIANA CO OPERATIVE CANAL CO	9/4/1916
31	A B BARNES	VS ANGELO ALLEN VS INDIANA CO OPERATIVE CANAL CO	10/29/1918
31	JIM FALLER	VS MARIE ALLEN	10/21/1900
31	ALLEN CHARLMERS COMPANY	VS SOUTHERN IRRIGATION & SUGAR COMPANY	9/22/1919
31	N W ALLISON	VS MARSHALL W JONES ET AL	10/20/1914
31	FRANCISCO ALMENDARIZ	VS MARIA ANTONIA DE LA SERNA ET AL	5/4/1870
31	ALPHABETTA KEYS & C A KEYS	VS W L BURGER	1/7/1920
31	AMERICAN HOIST & DERRICK CO	VS LON C HILL	10/18/1911
31	AMERICAN LAND POLISH SUBSTITUTION		8/10/1914

HELP ABOUT PRIVACY

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V. PROPOSAL PRICING



PROJECT OVERVIEW

This quote is presented via Kofile's **GSA Contract No. GS-35F-275AA**. Please reference this contract number on the County's Purchase Order.

BLANCO COUNTY DISTRICT CLERK PROJECT OVERVIEW					
RECORDS SERIES	QTY.	PAGE COUNT	NOTES	LEVEL OF SERVICE	PRICE QUOTE
District Clerk Record Books	16 vols.	5,034		PRV/IM**	\$33,524.88
	36 vols.	9,219		IM**	\$11,589.74
	8 vols.	2,390		IM/QL Lite	\$4,213.88
Civil & Criminal Case Files	102 drawers	102,816*	Tri-Folded	PRE-PRV/IM	\$183,349.20
QuickLink® Lite Site Set Up Fee (One time) & First Year Maintenance					\$6,548.75
5 units 4Post™ Shelving					\$7,556.25
PROJECT TOTAL (60 volumes, 102 drawers & 119,459 pages)					\$246,782.70

*Case Files calculated at 80 pages per inch for 12-inch drawers plus 5% overage.

**Typescript records will also receive DCR services

COUNTY ACCEPTANCE

- ▶ Without a signed Agreement, prices are good for 90 days.
- ▶ Pricing is based on a Good Faith Estimate of page counts. Billing will occur on actual counts per agreed upon unit pricing; not to exceed the P.O.
- ▶ If a payment plan is selected, Kofile will invoice the first year's payment in January 2021.
- ▶ Pick up is late September/early October 2020, and turnaround for the PRV/IM volumes is 4 months.
- ▶ Kofile, at its discretion and upon mutual agreement, may complete work ahead of payment schedule as needed to maintain workflow efficiency.

PAYMENT OPTIONS:

TERM	APPROX. ANNUAL PAYMENT
<input type="checkbox"/> 5 YEARS	\$49,359.54

COPY

Signature: Title of Authorized County Representative

Date

QuickLink® licensing, maintenance, and support is billed annually in advance of the service year. Billing begins one year after Go-Live. At Year Six, billing is subject to an increase not to exceed 10%.

QUICKLINK® MAINTENANCE & SUPPORT

**\$2,418.00 per Year
(upon Go-Live)**

Records will receive the following services as identified:

(PRV) Preservation—Conserve, Treat, Mend & Repair, Deacidify, Encapsulate, Bind, & Re-house

- Surface clean sheets to remove deposits.
- Reduce non-archival repairs, residual glues, and fasteners to the furthest extent possible.
- Mend with acid-free and reversible materials, such as Japanese tissue and methyl cellulose adhesive or Filmoplast® R (acrylic based and reversible heat set tissue).
- Deacidify both sides of the sheet with Bookkeepers® to neutralize acidity.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™.

- Re-house in custom *Heritage Recorder* or *Disaster Safe County Binders*™ (DSB). A dedication and treatment report is included in the binders.
- Rehouse in 1 unit of archival *4Post*™ Shelving. Each unit measures 85.25"H x 20"D x 36"W and has five shelves. Changes to the inventory will result in changes to shelving pricing.

(PREPRV) Pre-Preservation—Preparation for Image Capture & Archival Re-housing

- Remove fasteners, such as clips & brads. Surface clean to remove deposits.
- Flatten & humidify sheets, as needed.
- Files are re-housed in acid-free file folders and corrugated archival boxes. Boxes will be clearly labeled with Case File Type, Case File Range, and Date Range.
- Rehouse in 4 units of archival *4Post*™ Shelving. Each unit measures 85.25"H x 20"D x 36"W and has five shelves. Changes to the inventory will result in changes to shelving pricing.

(IM) Archival Imaging

- Document Prep and De-Prep.
- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability. Gray-scale ensures optimum resolution. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- Kofile's *IMAGE PERFECT* application software uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- Images are indexed (named) by Book, Volume, and Page.
- Case File images are grouped together and indexed to form documents by case number. First plaintiff, defendant, and case number may also be indexed.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. **Each image is certified and sight checked** to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives one MASTER COPY in a format to be determined at time of delivery (e.g. DVD/CD/external hard drive/FTP).

(OCR) Optical Character Recognition

- Enable full text search within each case file.

(QL) QuickLink® Indexing

- QuickLink® indexing & image stitching (as applicable). QuickLink® software setup & training.

Other Included Services:

- Intermediate Conversion Database for importing case files upon indexing completion. Please note that load fees are a separate charge.
- Please note that additional charges for importing into the County's electronic records management system may apply. These are not included in pricing and are the responsibility of the County.
- Kofile will store electronic copies off-site as disaster recovery backups. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.

GSA BILLING LINE ITEMS

To purchase via GSA, follow Blanco County's applicable purchasing requirements. When a PO is issued, it must reference Kofile's **GSA Contract Number GS-35F-275AA**. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client's quote for the order. GSA line items are billed per hourly charges for the work performed:

ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	LINE ITEM TOTAL
TCS005	Graphic Artist I	828.6569	\$65.00/Hour	\$53,862.70
TCS006	Graphic Artist II	825	\$75.00/Hour	\$61,875.00
TCS007	Information Assurance Engineer I	825	\$65.00/Hour	\$53,625.00
TCS008	Information Assurance Engineer II	825	\$75.00/Hour	\$61,875.00
TCS010	Project Manager	8	\$180.00/Hour	\$1,440.00
TCS012	System Consultant (Setup)	41.7118	\$157.00/Hour	\$6,548.75
Schedule 70-500	Order-Level Materials (OLM): Shelving Units	5	\$1,511.25/Each	\$7,556.25
PROJECT TOTAL				\$246,782.70

PROJECT INVENTORY & ITEMIZED PRICING

The following pages include a breakdown of the project inventory and itemized pricing for each volume. Volumes in which the shortest sheet edge is >12" are considered oversized and incur additional charges.

KEY FORMAT M Manuscript (Handwritten) T Typescript BD Bound TF Tri-Fold
 LL Loose Leaf OS Oversized



= Volume is priced for combination. Binding separately will incur additional charges.

PROJECT INVENTORY & ITEMIZED PRICING

RECORD BOOKS

RECORDS SERIES TITLE	VOL- UME	DATE	PAGE COUNT	FOR- MAT	COND- ITION	NOTES	LEVEL OF SERVICE	PRICE QUOTE
Naturalization Record (Petition Record)		1900s	156	M	Poor	Laminated. Glue under lamination. 2 Indexes in front. Varied page sizes (not >12.5" long)	PRV/IM	\$2,222.71
Index to Naturalization Records			20	T	Good		IM/QL Lite	\$35.26
Record of Declaration	1	1886-1891	88	M	Good	Index in front	PRV/IM	\$620.30
Record of Declaration	2	1892-1901	60	M	Good	Index in front	PRV/IM	\$454.99
Criminal Minutes		1877-1887	468	M	Fair	Blank Indexes in front	PRV/IM	\$2,763.05
Civil & Criminal Minutes	A	1877-1887	476	M	Fair	Index in front	PRV/IM	\$2,911.03

PROJECT INVENTORY & ITEMIZED PRICING

RECORD BOOKS

RECORDS SERIES TITLE	VOL- UME	DATE	PAGE COUNT	FOR- MAT	COND- ITION	NOTES	LEVEL OF SERVICE	PRICE QUOTE
Jury Certificates		1931-2003	740	M/BD	Fair	100 attachments	IM	\$1,006.49
Index to Execution Docket			100	M	Fair		IM/QL Lite	\$176.31
Execution Docket		1939-1966	30	M	Fair	Unused index in front	PRV/IM	\$277.87
Execution Docket District Court	A	1877-1939	452	M	Fair	Index in front. 100 attach. (50 glued)	PRV/IM	\$3,776.84
Execution Docket County Court	A	1877-1935	109	M	Fair	Index in front. 3 glued attach.	PRV/IM	\$950.82
Criminal Minutes District Court	3	1887-1897	476	M	Fair		PRV/IM	\$2,810.28
Transcribed Civil Minutes	A & 3	1877-1895	450	T	Fair		IM/OCR	\$412.57
Civil Minutes District Court	3	1887-1895	482	M	Fair		PRV/IM	\$2,845.70
General Index to Criminal Cases			120	M	Fair	References up to Vols. A, 3 - 7	IM/QL Lite	\$211.58
Civil Minutes District Court	4	1895-1912	564	M/T	Fair	pp. 535-564 T (for OCR)	PRV/IM/OCR	\$3,358.24
Juvenile	1	1917-1919	56	M	Fair	Index in front very sparse	PRV/IM	\$904.90
Old Docket Sheets without Case Jackets		1933-1970	50	M	Fair		IM	\$43.32
District Court Criminal Docket 93 - A - 399		1969-1987	350	M	Fair	Index in front	IM	\$303.26
Criminal Minutes District Court (Grand Jury)	5	1913-1920	120	T	Fair		PRV/IM/OCR	\$714.52
Criminal Minutes District Court (Grand Jury)	4	1898-1912	402	T	Fair		PRV/IM/OCR	\$2,393.64
Minutes District Court (Criminal & Civil)	7	1946-1957	552	T	Fair		PRV/IM/OCR	\$3,286.79
Minutes District Court (Criminal & Civil)	8	1959-1969	640	T	Fair		IM/OCR	\$367.54
Jury Certificates		1979-1981	200	M/BD	Fair		IM	\$272.03
Jury Certificates (2000 - 2499)		1976-1979	200	M/BD	Fair		IM	\$272.03
Jury Certificates (1500 - 1999)		1970-1976	200	M/BD	Fair		IM	\$272.03
Jury Certificates (1000 - 1499)		1966-1970	200	M/BD	Fair		IM	\$272.03
District Clerk's Fee Bill		1946-1957	60	M/BD	Fair		IM	\$81.61
District Clerk's Fee Bill		1931-1937	100	M/BD	Fair		IM	\$136.01
Criminal Fee Book	3	1983-1996	145	M/BD	Fair	5 attachments	IM	\$197.22
File Docket & Fee Book Dist. Clerk (3266-4028)	7	1983-1991	476	M/BD	Fair	Index in front. 30 attach.	IM	\$647.42

PROJECT INVENTORY & ITEMIZED PRICING

RECORD BOOKS

RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	FORMAT	CONDITION	NOTES	LEVEL OF SERVICE	PRICE QUOTE
File Docket & Fee Book Dist. Clerk	6	1979-1983	476	M/BD	Fair	Index in front. 30 attach.	IM	\$647.42
File Docket & Fee Book Dist. Clerk (2865 - 3065)	5	1975-1979	484	M/BD	Fair	Index in front	IM	\$658.30
File Docket & Fee Book Dist. Clerk (2665 - 2864)	4	1970-1975	484	M/BD	Fair	Index in front	IM	\$658.30
File Docket & Fee Book Dist. Clerk (2490 - 2664)	3	1961-1969	484	M/BD	Fair	Index in front	IM	\$658.30
File Docket & Fee Book (1910 - 2216)	1	1942-1951	484	M/BD	Fair	Index in front	IM	\$658.30
Fee Book Civil Cases (1270 - 1578)	4	1926-1935	484	M/BD	Fair	Index in front	IM	\$658.30
Genera Index to Civil Minutes Circuit Court	1	1876-1959	250	M/LL/OS	Fair	References Vol. A - 7 (Original)	IM/QL Lite	\$440.78
Index to Civil & Criminal Minutes District Court (Transcribed)	1	1876-1959	300	T	Fair	Transcribed	IM/QL Lite	\$528.94
Index to Civil & Criminal Minutes	2	1959-1991	700	M	Fair	Civil and Criminal	IM/QL Lite	\$1,234.19
Post Index Book (by Cause Number)			450	T		Civil and Criminal	IM/QL Lite	\$793.41
Post Index Book (by Plaintiff & Defendant)		5/1/1991	450	M		Civil and Criminal	IM/QL Lite	\$793.41
Civil & Criminal File Docket	1		259	M/BD	Fair	Index in front	IM	\$352.27
Attachment Record	1	1915-1971	74	M/BD	Fair	Index in front. 20 glued attach.	IM	\$100.65
Juvenile Minutes	1	1949-2001	265	M/BD	Fair	Index in front	IM	\$360.43
Retired State & Civil Docket - Dist. Court		1969-1986	100	M	Fair	10 attach.	IM	\$86.65
Minutes of District Court	6	1932-1946	543	T	Fair		PRV/IM/OCR	\$3,233.20
Witness Account and Certificate	13	1970	30	M/BD	Fair	10 attach.	IM	\$40.80
Clerk's Certificate Sheriff's Pay Witness	4	1940-1959	40	M/BD	Fair		IM	\$54.41
Witness Accounts Dist. Court	13	1941-1956	66	M/BD	Fair		IM	\$89.77
Cert. for Sheriff's Pay Summoning	4	1949	2	M/BD	Fair		IM	\$2.72
Minutes of Grand Jury		1938-1972	164	M/BD	Fair		IM	\$223.06
Witness Accounts Grand Jury	5	1956-	2	M/BD	Fair		IM	\$2.72
Criminal Fee Book	1	1960-1975	114	M/BD	Fair		IM	\$155.05
Minutes of Grand Jury		1938-1973	164	M/BD	Fair		IM	\$223.06
Criminal Fee Book	2	1977-1983	300	M/BD	Fair	Index in front	IM	\$408.04

PROJECT INVENTORY & ITEMIZED PRICING

RECORD BOOKS

RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	FORMAT	COND-ITION	NOTES	LEVEL OF SERVICE	PRICE QUOTE
Minutes of Grand Jury		1973-1981	162	M/BD	Fair		IM	\$220.34
Minutes of Grand Jury		1981-1987	180	M/BD	Fair		IM	\$244.82
Minutes of Grand Jury		1987-1996	240	M/BD	Fair		IM	\$326.43
Minutes of Grand Jury		1996-1997 & 2014	350	M/BD	Fair		IM	\$476.04

CASE FILES

RECORD SERIES TITLE	CASE RANGE	DATE	DRAWERS	PAGE COUNT*	CASE COUNT	NOTES	LEVEL OF SERVICE	PRICE QUOTE
Criminal Shuck Drawers	1-2269	1890s-1953	24	24,192	968	TF. Assume 25 images per Criminal Case File.	PREPRV/IM	\$43,140.99
Civil Shuck Drawers (Cabinet 1)	910-2594	1890s-1966	42	42,336	941	TF. Assume 45 images per Civil Case File.	PREPRV/IM	\$75,496.73
Civil Shuck Drawers (Cabinet 2)	2595-3247	Last case file 3247 is dated 1983	36	36,288	806	TF. Assume 45 images per Civil Case File.	PREPRV/IM	\$64,711.48

**Case Files calculated at 80 pages per inch for 12-inch drawers plus 5% overage.*

Please let me know if you have any questions. We look forward to serving Blanco County and working together for the preservation of its public and historical assets.

Sincerely,

Cathy Drolet

Catherine 'Cathy' Drolet
Account Executive
catherine.drolet@kofile.us

cec

JOINT ELECTION AGREEMENT

STATE OF TEXAS

COUNTY OF BLANCO

This agreement is entered into by and between Blanco County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as "the County") and Johnson City Independent School District with the authorization of its governing body (hereinafter referred to as "the District") for the purpose of conducting a joint election as defined by Chapter 271 of the Texas Election Code on November 3, 2020, which includes early voting as determined by the County.

I. County's Duties

County shall perform the following duties in connection with conducting the District's election.

- A. Provide complete "turnkey" voting process, including voting site staff, electronic voting process and paper ballots to the extent necessary or desirable, preparation of voting machines, programming, testing of tabulation and scanning equipment, publication of notices for such tests, and notification to the District of the time and place of such tests.
- B. Receive and process official tabulations of electronic voting machines in accordance with the Texas Election Code.
- C. Provide for retention and storage of election records as provided by law.
- D. Count ballots, process election returns, and prepare tabulation of unofficial tabulation votes, and furnish the District with a copy of all vote tabulations and election returns,
- E. Arrange for polling location and staffing for same.
- F. Provide all supplies for polling places, including signage that satisfies the District's obligation to post notice of election at the polling places during hours of voting pursuant to Section 4.003(f) (l) of the Texas Election Code.
- G. Perform any and all other action items necessary or required to conduct the election.
- H. Furnish the District with an invoice for services rendered within 30 days of the election.

II. District's Duties

The District shall be required to perform the following duties in connection with the terms and conditions of this Agreement:

- A. Furnish wording for the ballot in English and Spanish and give final approval of the District's ballot in writing.
- B. Subject to the County's agreement to post notice of election, give notice of the election as required by Chapter 4 of the Texas Election Code, which includes publication in a newspaper of general circulation.

- C. Conduct the official canvass.
- D. Remit payment to the County within 30 days of receipt of the County's invoice for services rendered.

III. Consideration

The District agrees to pay its pro rata share of costs to the County for the voting system, equipment, furniture, telephones, election kits, early voting ballot by mail, printing, supplies, delivery and transportation services, personnel, polling places, technical support, training, administrative costs, and any other costs incurred by the County for the election.

The District's pro rata share will be computed by attributing the total number of registered voters in each of the District's precincts that will be serviced by the County, to be calculated 30 days before the election.

The District agrees to pay an administrative fee of ten percent of its pro rata share as fair compensation for the general supervision and advisory services of the County in connection with the election.

IV. Third Parties

In connection with the performance of this Agreement, none of the contracting parties will be deemed liable to third parties for any default of the other contracting party in connection with holding the election.

V. Term

This agreement shall be effective as of the date of its execution by both parties. This Agreement may be subject to approval by the governing bodies of each respective party.

VI. Venue and Choice of Law

The obligations and undertakings of each of the parties to this Agreement shall be performed in Blanco County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including Section 271 of the Texas Election Code.

VII. Modification

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Subsequent modifications of this Agreement must be in writing and may be subject to approval by the governing bodies of each respective party.

VIII. Non-Assignment of Rights

No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the District without prior written consent by the County by and through an order of its Commissioners Court.

IX. Successors and Assigns

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

APPROVED BY BLANCO COUNTY COMMISSIONERS COURT at a meeting held the 11th day of August, 2020.

APPROVED:

COPY

Brett Bray
Blanco County Judge

ATTEST:

Laura Walla
Blanco County Clerk

APPROVED:

Richard Kolek
Superintendent
Johnson City Independent School District

ATTEST:

Matt McKennis
Secretary, Board of Trustees
Johnson City Independent School District



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

BuyBoard Contract 542-17

Customer P.O. #: _____

1st Election Date: November 3, 2020

Estimated Delivery Date: August 2020

Phone Number: (830) 868-7375

Fax Number: (830) 868-4158

Customer Contact, Title: Laura Walla - County Clerk

Customer Name: Blanco County, Texas

Type of Sale: **NEW**

Type of Equip: **NEW** **REFURBISHED**

Bill To: _____
Blanco County, Texas
Laura Walla - County Clerk
P.O. Box 13
Johnson City, TX 78636

Ship To: _____
Blanco County, Texas
Laura Walla - County Clerk
101 E. Cypress Street
Johnson City, TX 78636

Item	Description	Qty	Price	Total
1	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	2	\$5,750.00	\$11,500.00
2	DS200 #2 Ballot Box Lock	10	\$10.00	\$100.00
3	DS200 Tote Bin	2	\$225.00	\$450.00
4	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device - Version 6.0.2.0	6	\$3,325.00	\$19,950.00
5	ExpressVote BMD Soft-Sided Carrying Case	6	\$175.00	\$1,050.00
6	ExpressVote BMD Tabletop ExpressVote Privacy Screens (6 per case)	1	\$99.95	\$99.95
7	ExpressVote BMD Standard 4GB Memory Device (Additional)	2	\$105.00	\$210.00
8	DS200 Equipment Installation	2	\$115.00	\$230.00
9	ExpressVote BMD Equipment Installation	6	\$105.00	\$630.00
10	Shipping Shipping & Handling	1	\$440.00	\$440.00
Order Total			\$	34,659.95

Freight Billable: yes no

 Matt Kunz
 Regional Sales Manager

 V.P. of Finance Date

 Customer Signature Date

 Title

COPY

Sales Order Agreement

Special Note:

Customer has requested grant funds from the State of Texas (State) in order to pay the Order Total due hereunder. The Customer acknowledges and agrees that such request has been submitted by the Customer to the State and the Customer is waiting on the State to release the grant funds to the Customer. In the event the State does not release the grant funds to the Customer by August 31, 2020, the Customer has the option to terminate this Agreement upon written notice to ES&S no later than September 15, 2020. In the event the Customer does not provide such written notice of termination on or before September 15, 2020, the Agreement shall remain in full force and effect. For the sake of clarity, shipment of the deliverables under the Agreement will occur after Customer has provided evidence of receipt of such grant funds in an amount that at least equals the Total Net Sale amount of the Agreement.

Payment Terms

100% of Order Total will be invoiced as Equipment and Software are delivered to Customer.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

1. **Equipment Purchase and Software License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
 - a. **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.
 - b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials (collectively, the "Documentation") in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on [Schedule A1](#). The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
3. **Term of Licenses.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software described in Section 1(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, 3, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
4. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
 - (i) the total cost of any third-party items that are required in order to operate the Updates;
 - (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
 - (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer. Notwithstanding the foregoing, in the event ES&S makes the determination to charge Customer for an Update that is required due to a change in state law, ES&S shall provide the Customer with the fee for such Update. Customer shall have thirty (30) days in which to approve the Update and agree to pay the associated fee for such Update that is required due to a change in state law. In the event the Customer does not approve the Update or agree to pay the associated fee for such Update, Customer may terminate this Agreement by providing ES&S with thirty (30) days prior written notice.
5. **Delivery, Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.
6. **Warranty.**
 - a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on [Exhibit A](#).
 - b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
7. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party. Notwithstanding any other provision of this Agreement, the Customer shall not be obligated for ES&S' performance hereunder or by any provision of this Agreement during any of the Customer's future fiscal years unless and until the Customer's Commissioners appropriate funds for this Agreement in the Customer's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The Customer shall notify the ES&S in writing of any such non-allocation of funds at the earliest possible date. If any amounts have been prepaid and ES&S has not performed the services associated with such pre-payment, Customer shall be entitled to a prorated refund of any fees already paid to ES&S for services not yet performed.

10. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest in accordance with the following: The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (i) one percent; and (ii) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

11. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

12. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees, to the extent allowed under applicable law, to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

13. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) Customer's pro-rata share of such Review costs;
- (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and
- (iii) the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 13(ii) and 13(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement. Notwithstanding the foregoing, ES&S shall provide the Customer with the fee associated with any such Review. Customer shall have thirty (30) days in which to approve the fee that is required for such Review. In the event the Customer does not agree to pay the associated fee for a Review, Customer may terminate this Agreement by providing ES&S with thirty (30) days prior written notice.

14. **Certification.** By execution of this Agreement, ES&S represents and warrants that:

- a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the term of this Agreement; and
- b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

15. **Indemnification.** ES&S will indemnify and hold Customer harmless from and against any and all damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to a claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim"). Customer shall notify ES&S immediately if it becomes aware of any Third Party Infringement Claim. Customer hereby gives ES&S full and complete authority, and shall provide such information and assistance as is necessary (at ES&S' expense with respect to reasonable out-of-pocket costs), to enable ES&S to defend, compromise or settle a Third Party Infringement Claim. In addition, if Customer is prevented by a Third Party Infringement Claim from using any of the ES&S Equipment or ES&S Software in substantially the manner contemplated by this Agreement, ES&S, at its sole option and expense, shall procure for Customer the right to continue such use or shall replace or modify the infringing item. If neither option is commercially reasonable, ES&S may direct Customer to cease use of the infringing item, and shall refund the depreciated cost for the infringing item (as determined in accordance with GAAP) to Customer, and Customer shall cease and desist from any further use thereof and return the infringing item to ES&S; provided, however, that if loss of the infringing item causes the voter tabulation system to fail to (i) perform in accordance with its Documentation, (ii) be compliant with all applicable federal and state election laws and regulations, or (iii) remain certified by the appropriate state authorities for use in the Jurisdiction, and ES&S is unable, despite commercially reasonable efforts, to modify the voter tabulation system to resolve such failures, then ES&S shall instead refund the depreciated amount paid by Customer for the voter tabulation system under this Agreement (as determined in accordance with GAAP). **THE FOREGOING STATES ES&S' ENTIRE LIABILITY FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT ARISING UNDER THIS AGREEMENT.**

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This

Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Term"). Upon expiration of the Term, this Agreement may be renewed by the parties upon terms and conditions as may be mutually agreed upon in writing by the parties. This Agreement may be terminated by the first to occur of (a) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), (b) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A or (e) Customer terminates this Agreement because funds were not appropriated for this Agreement for the then current fiscal year. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b) or 1(c) above. In the event the Customer terminates this Agreement pursuant to Section 1(e) above and Customer has prepaid for any services hereunder which have not been performed by ES&S, specifically the Routine Maintenance Services set forth below, Customer shall be entitled to a prorated refund of any fees already paid to ES&S for services not yet performed. In the event ES&S has performed the Routine Maintenance Services prior to the Customer terminating the Agreement pursuant to Section 1(e) above, Customer shall not be entitled to a prorated refund of any fees already paid.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Schedule A1. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "**Extended Warranty with Annual Maintenance**" Coverage and "**Extended Warranty with Biennial Maintenance**" Coverage working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial

Term or any renewal thereof for those hardware products identified as “**Extended Warranty with Annual Maintenance**” Coverage on Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition (“Routine Maintenance Services”) once each **Twenty-Four (24) Months** during the Initial Term or any renewal thereof for those hardware products identified as “**Extended Warranty with Biennial Maintenance**” Coverage on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer’s Designated Location. Customer’s “Designated Location” shall mean Customer’s owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as “Repair Services”. ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer’s Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S’ then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide “emergency” Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer’s request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a “Loaner Unit”). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S’ then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S and the Customer may mutually determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Term, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. In the event Customer requests that ES&S install ES&S Firmware Updates in accordance with Section 5 of the General Terms, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided

Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$4,775.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$2,750.00
Total Maintenance Fees for the Term:		\$7,525.00
<u>Payment Terms:</u>		
ES&S shall Invoice Customer annually for each year of the Term. Payment is due before the start of each period within the Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: Expiration of the Warranty Period through the fifth anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
2	Model DS200 Scanner (Extended Warranty with Annual Maintenance)	Year 1	\$185.00	\$370.00
6	ExpressVote BMD Terminal (Extended Warranty with Biennial Maintenance)	Year 1	\$97.50	\$585.00
Total Maintenance Fees for Year 1				\$955.00
2	Model DS200 Scanner (Extended Warranty with Annual Maintenance)	Year 2	\$185.00	\$370.00
6	ExpressVote BMD Terminal (Extended Warranty with Biennial Maintenance)	Year 2	\$97.50	\$585.00
Total Maintenance Fees for Year 2				\$955.00
2	Model DS200 Scanner (Extended Warranty with Annual Maintenance)	Year 3	\$185.00	\$370.00
6	ExpressVote BMD Terminal (Extended Warranty with Biennial Maintenance)	Year 3	\$97.50	\$585.00
Total Maintenance Fees for Year 3				\$955.00
2	Model DS200 Scanner (Extended Warranty with Annual Maintenance)	Year 4	\$185.00	\$370.00
6	ExpressVote BMD Terminal (Extended Warranty with Biennial Maintenance)	Year 4	\$97.50	\$585.00
Total Maintenance Fees for Year 4				\$955.00
2	Model DS200 Scanner (Extended Warranty with Annual Maintenance)	Year 5	\$185.00	\$370.00
6	ExpressVote BMD Terminal (Extended Warranty with Biennial Maintenance)	Year 5	\$97.50	\$585.00
Total Maintenance Fees for Year 5				\$955.00
Total Hardware Maintenance Fees for the Term				\$4,775.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Extended Warranty with Annual Maintenance" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Extended Warranty with Biennial Maintenance" Coverage Items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Blanco County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
 - Customer has access to the ES&S Help Desk for assistance.
 - The customer receives priority on service calls.

- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Term: Expiration of the Warranty Period through the fifth anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
2	Model DS200 Scanner	Year 1	\$80.00	\$160.00
6	ExpressVote BMD Terminal	Year 1	\$65.00	\$390.00
Total License, Maintenance and Support Fees for Year 1				\$550.00
2	Model DS200 Scanner	Year 2	\$80.00	\$160.00
6	ExpressVote BMD Terminal	Year 2	\$65.00	\$390.00
Total License, Maintenance and Support Fees for Year 2				\$550.00
2	Model DS200 Scanner	Year 3	\$80.00	\$160.00
6	ExpressVote BMD Terminal	Year 3	\$65.00	\$390.00
Total License, Maintenance and Support Fees for Year 3				\$550.00
2	Model DS200 Scanner	Year 4	\$80.00	\$160.00
6	ExpressVote BMD Terminal	Year 4	\$65.00	\$390.00
Total License, Maintenance and Support Fees for Year 4				\$550.00
2	Model DS200 Scanner	Year 5	\$80.00	\$160.00
6	ExpressVote BMD Terminal	Year 5	\$65.00	\$390.00
Total License, Maintenance and Support Fees for Year 5				\$550.00
Total Firmware License, Maintenance and Support Fees for the Term				\$2,750.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Maintaining voter confidence. Enhancing the voter experience.

Blanco County, Texas-ES&S BuyBoard Contract 542-17
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Table with columns: Quantity, Item Description, Price. Sections include: Tabulation Hardware (Model DS200 Precinct Scanner, ExpressVote Ballot Marking Device), Other Hardware Accessories (DS200 Standard 4GB Memory Device, Tabletop ExpressVote Privacy Screens), Services (Equipment Installation, 1 Year Hardware and Software Warranty, Shipping & Other), Annual Post-Warranty License and Maintenance and Support Fees (HMA DS200, HMA ExpressVote BMD, Firmware License).

Footnotes:

- 1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.



Quote prepared by:
Amanda Ladenburger
amanda.ladenburger@centralsquare.com

Quote #: Q-00444
Quote expires on: October 13, 2020

Quote prepared for:
Robert Woodring
Blanco County Sheriff, TX
400 S US 281
Johnson City, TX 78636
(999)999-9999

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Community Data Platform Subscription Annual Subscription Fee	1	0.00 USD	0.00 USD
Software / Subscription Total:			0.00 USD

WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Hardware Total:			0.00 USD
Quote Total:			0.00 USD



Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

CentralSquare Technologies, LLC

Blanco County Sheriff, TX

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

COUNTY OF Bianco §
PRECINCT NO. 1 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:
All the roads in Precinct 1 are in good to fair condition. Some culverts in need of concrete rip-rap. Signage is good but slightly weathered
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:
\$ 200,000
3. Number of traffic control devices in the precinct defaced or torn down: counting weathered signs, 20
4. Any new road that should be opened in the precinct: I have 900' of road relocation to a safer ROW.
5. Any bridges, culverts or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Raise low water crossing on Little Blanco River Rd (CR101) and bridge repair on Crabapple Rd (CR104)

Submitted by the undersigned on this 5 day of August 2020
[Signature]
Commissioner, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 5 day of August 2020
Connie Harrison
Notary Public



Connie L Harrison
My commission expires: 1-29-2024

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF Blanco §
PRECINCT NO. 2 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:

Fair to Good

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:

\$118,000

3. Number of traffic control devices in the precinct defaced or torn down: NONE

4. Any new road that should be opened in the precinct: None

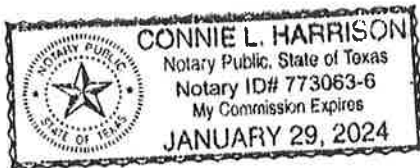
5. Any bridges, culverts or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:

Miller Creek Loop Shoulders & soft spots \$40,000

Submitted by the undersigned on this 6 day of August 2020

Paul Ray Hecker
Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 6 day of August 2020



Connie L. Harrison
Notary Public

Connie L. Harrison
My commission expires: 1-29-2024

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

Sample form provided by Allison, Bass & Magee, LLP

COUNTY OF Blanco

§
§
§

PRECINCT NO. 3

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:

Most county Roads in Precinct #3 are in fair condition. Normal wear and tear are the primary cause of degradation and the increased traffic on County Roads

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$130,000

3. Number of traffic control devices in the precinct defaced or torn down: 15

4. Any new road that should be opened in the precinct: NONE

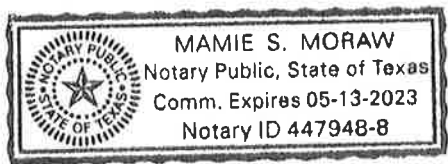
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Low water Crossing @ Hyatts Crossing on Cypress Mill Rd \$175,000.

Submitted by the undersigned on this 4 day of August.

[Signature]
Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 4th day of August 2020.

Mamie S. Moraw
Notary Public



My commission expires: 5-13-2023

COUNTY OF BLANCO §
PRECINCT NO. 4 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert and bridge in the precinct and the primary cause of any road, culvert or bridge degradation:

FAIR TO GOOD

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:

227,118

3. Number of traffic control devices in the precinct defaced or torn down: NONE

4. Any new road that should be opened in the precinct: NO

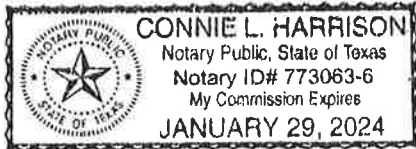
5. Any bridges, culverts or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:

MIDDLE CREEK 241,500

Submitted by the undersigned on this 5 day of August.

Paul Humberg
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 5 day of August 2020



Connie L. Harrison
Notary Public

Connie L. Harrison
My commission expires: 1-29-2024

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year -- Section 251.005, Transportation Code]

Sample form provided by Allison, Bass & Magee, LLP

Connie Harrison

From: Ron Bischoff <RBischoff@doucetengineers.com>
Sent: Tuesday, August 04, 2020 1:34 PM
To: Connie Harrison
Cc: Emil Ray Uecker; Tommy Weir
Subject: RE: The 1623 Divide subdivision
Attachments: Divide Subdivision Ravement Recomendation D&A Response 8-4-20.pdf

Commissioner Emil Uecker

In reviewing the attached Geotechnical Pavement Recommendation from ARIAS Geoprosessionals dated July 13, 2020 I concur with the Geotech's recommendation. This alternate pavement section of 6 inches of type A, Grade 2 aggregate base material and 2 inches Type D asphalt surface course is equal to or superior to the current Blanco County Standard Street section as referenced in the current Blanco County, Texas Development Rules and Regulations as shown in Figure 610, Standard Street Section showing 8 inches of Type A grade 2 Flexible Base with a two course surface treatment. See attached letter and additional recommendations for adding a proof roll to the subgrade installations.

Ron Bischoff
Manager of Construction Services



O: 512.583.2662

C: 512.964.9122

F: 512.583.2601

rbischoff@doucetengineers.com

www.doucetengineers.com



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

August 4, 2020

Commission Emil Uecker and Commissioner Tommy Weir
PO Box 387 ~ 101 E Pecan
Johnson City, TX 78636

Blanco County, Texas

RE: Review of alternate pavement section

Commissioners,

In reviewing the attached Geotechnical Pavement Recommendation from ARIAS GeoProfessionals dated July 13, 2020 I concur with the Geotech's recommendation. This alternate pavement section of 6 inches of type A, Grade 2 aggregate base material and 2 inches Type D asphalt surface course is equal to or superior to the current Blanco County Standard Street section as referenced in the current Blanco County, Texas Development Rules and Regulations as shown in Figure 610, Standard Street Section showing 8 inches of Type A grade 2 Flexible Base with a two course surface treatment.

I also recommend including a proof rolling of the subgrade. With this subdivision there will be utility line crossings and areas of possible weak subgrade that may not be detected with the current density testing requirements of the roadway subgrade at the 500-foot increment as referenced in section 314.210. Please consider adding the following to Development Rules and Regulations amendments:

In Section 314.000 Testing and Inspections to include a proof rolling of the street subgrade prior to base course installation. This is in addition to the current density testing as required per Section 314.2100.

Prior to the installation of the base course the street subgrade shall be proof rolled.

Proof rolling: Subgrades shall be proof rolled to detect areas of insufficient compaction. Proof rolling shall be accomplished by making minimum one complete pass over the entire subgrade section with fully-loaded dump truck, water truck or pneumatic roller minimally weighing 12 tons. Areas of failure or excessive movement shall be excavated and recompacted.

Please let me know if you have any additional questions.

A handwritten signature in black ink that reads 'Ron Bischoff'.

Ron Bischoff
Manager of Construction Services
Doucet & Associates, Inc.
TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



142 Chula Vista, San Antonio, Texas 78232 • Phone: (210) 308-5884 • Fax: (210) 308-5886

July 13, 2020
Arias Job No. 2020-776

Email: kmartin@harrisroad.com

Mr. Kelly Martin
Harris Road Company, Inc.
PO Box 1001
Wimberley, Texas 78676

RE: Geotechnical Pavement Recommendations
The Divide Subdivision
Blanco, Texas

Dear Mr. Martin:

Arias Geoprosessionals, (Arias) understands that section 310.160 of the Blanco County Roadway Guidelines requires a subdivision street to be constructed with eight (8) inches of aggregate base material meeting the requirements of Item 247 of TxDOT's specifications, Type A, Grade 2 with Type AC-5 asphaltic material applied.


For the residential streets of the Divide Subdivision, Arias recommends an alternate pavement section of six (6) inches of Type A, Grade 2 Aggregate Base material and two (2) inches of Type D asphaltic surface course meeting TxDOT specifications Item 340. The recommended alternate pavement section is equal to or superior to the pavement section that is required by the Blanco County specifications.

Thank you for the opportunity to be of service to you.

Sincerely,
Arias & Associates, Inc.
TBPE Registration No: F-32


Jerry D. Shepherd, P.E., D.GE
Senior Geotechnical Engineer




Christopher M. Szymczak, P.E.
Senior Geotechnical Engineer

**Equipment Transfer Memorandum of Agreement Between
Capital Area Council of Governments
Sub-Recipient
and**

COPY

**Blanco County Office of Homeland Security and Emergency Management
Receiving Jurisdiction/Agency**

Purpose

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between the Capital Area Council of Governments (CAPCOG) and the Blanco County Office of Homeland Security and Emergency Management (COUNTY) in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

COUNTY certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

COUNTY further certifies that they have received a copy of CAPCOG's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the award and any modifications or amendments to that award. CAPCOG certifies that all Grant Award documents and amendments are included in Attachment B.

CAPCOG and COUNTY further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Equipment being transferred:

Item Description	Hub2S	Battery	Cart
Inventory Number	007863	007864	N/A
Serial Number/VIN	000652100262	9I2017E06404	N/A
Model Number	5537187	5553477	5537204
Acquisition Date	8/7/2020	8/7/2020	8/7/2020
Unit Cost/Fair Market Value	\$8,279.99	\$1,536.50	\$1,336.60
% of Cost Federally Funded	100%	100%	100%
Grant Year/Program	2019	2019	2019
FAIN	EMW-2019-SS-00034-S01	EMW-2019-SS-00034-S01	EMW-2019-SS-00034-S01
eGrants Grant Number	2956804	2956804	N/A

CAPCOG agrees to:

- Notify receiving COUNTY of any known modifications to applicable award requirements within 15 business days of receipt.
- Provide periodic exercises

COUNTY agrees to:

- Treat any applicable award modifications from the Office of the Governor to be automatically part of this agreement.
- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure that the Director of Homeland Security for CAPCOG is notified in writing before pass-through equipment disposed of by COUNTY in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section .32 (e) Disposition;
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

The following attachments are incorporated into this MOU:

ATTACHMENT A – Grantee Conditions and Responsibilities Memo

ATTACHMENT B – Statement of Grant Award

When signed this document shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

Certified & Agreed by:

Capital Area Council of Governments

Name of Sub-Recipient

0

6800 Burluson Road, Building 310, Suite 165, Austin, TX 78744

Street/Mailing Address, City, County, Zip

Betty Voights, Executive Director

Printed Name and Title

Signature

Date

Certified & Agreed by:

Name of Receiving Jurisdiction/Agency

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

Date of Transfer: _____

Sub-Recipient Signature

Receiving Jurisdiction Signature

Printed Name and Title

Printed Name and Title

ATTACHMENT A

GRANTEE CONDITIONS AND RESPONSIBILITIES MEMO

Due to the COVID-19 pandemic CAPCOG's planned training and workshops had to be canceled due to social distancing policies. These events seriously impacted CAPCOG's ability to train and prepare, and left unspent grant funds dedicated for these purposes.

After consultation with the Office of the Governor (OOG) a redirection of the funds to purchase video communications equipment to facilitate remote training was determined to be an effective option. The funds used to purchase these tools were allocated to CAPCOG via the Homeland Security Grant Program, specifically through the Planning, Training and Exercise and Recovery and Resiliency grants. These new tools will allow for a consistent training environment and double as Regional EOC Video Conferencing System.

1. The video communication equipment purchased and transferred to County must be used specifically for the designated purpose(s) of the sustainment and continued development of training and exercises to enhance the proficiency of regional Teams, Incident Management Teams and special training related to preventing, preparing for, protecting against, or responding to acts of terrorism in accordance with the grant source, the Homeland Security Grant Program.
2. County also agrees to use these tools as a method of communication between regional emergency operation centers to assist in meeting, planning, training, exercising and mutual aid among all the jurisdictions within the region.
3. County agrees to remain compliant with the National Incident Management System, have an emergency management plan on file with the Texas Department of Emergency Management and must make available to the OOG, or any of its designees, any equipment items and related records upon request.
4. County is responsible for all aspects of the asset including property records, physical inventory, control system, maintenance procedures, disposition, and complying with all grant requirements as noted in the MOU.
5. County agrees to the equipment management requirements listed in the 2 CFR 200.313(d) which include:
 - a) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN/SAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - b) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

- d) Adequate maintenance procedures must be developed to keep the property in good condition.
 - e) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
6. In addition, County agrees to abide by the Statement of Grant Award and all terms, conditions, provisions and obligations set forth in that document.

Attachment A to MOU XYX

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2956804	Award Amount:	\$85,000.00
Date Awarded:	10/10/2019	Grantee Cash Match:	\$0.00
Grant Period:	01/01/2020 - 08/31/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2020	Total Project Cost:	\$85,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Capital Area Council of Governments		
Project Title:	CAPCOG - Training and Exercises		
Grant Manager:	Noah Gilliam		
DUNS Number:	091784053		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/28/2019
Federal/State Award ID Number:	EMW-2019-SS-00034-S01
Total Federal Award/State Funds Appropriated:	\$98,436,639.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides

funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL
 CONTRACT FOR IMPLEMENTATION OF SOLID WASTE
 MANAGEMENT ACTIVITIES, FY 2020**

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) each certifies that it has authority to enter into this Contract pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and the Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.

This Solid Waste Interlocal Contract is entered into by and between the parties named below. **Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this agreement.**

PRIMARY: Capital Area Council of Governments
 SUBRECIPIENT: Blanco County
 Contract #: 21-12-03
 Award: \$32,000

COPY

Article I. Contracting Parties

PRIMARY: Capital Area Council of Governments
 Signature: _____
 Printed Name: Betty Voights
 Title: Executive Director
 Date: _____

SUBRECIPIENT: Blanco County
 Signature: _____
 Printed Name: Brett Bray
 Title: Blanco County Judge
 Date: _____

Article II. General Contract Provisions

Section 2.01 Purpose

- a. The purpose of this Contract is to accomplish the goals of the Solid Waste Disposal Act of 1989, as amended, as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- b. CAPCOG's Executive Committee has determined that this project will support the goals and objectives of CAPCOG's Regional Solid Waste Management Plan (RSWMP).
- c. The overall goals this contract are:
 - (i) To enable CAPCOG to carry out or conduct various MSW management-related services and support activities within CAPCOG's regional jurisdiction;
 - (ii) To enable CAPCOG to report to the Legislature and promote the continuation of pass-through grant funding; and
 - (iii) To administer an efficient and effective region-wide pass-through assistance grants program and/or, where authorized by CAPCOG to conduct various CAPCOG-managed projects.

Section 2.02 Scope of Services

- a. All parties agree that Blanco County, in consideration of compensation hereinafter described, shall carry out work as described in Article V of this contract.
- b. The SUBRECIPIENT agrees to implement the Project according to the agreed upon budget in an amount not to exceed \$32,000 as detailed in Article VI of this Contract.
- c. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and recovery of any unexpended or inappropriately expended funds.

Section 2.03 Period of Performance

- a. The period of performance of this Solid Waste Interlocal Contract (hereafter, Contract) begins on September 1, 2020 and ends, unless sooner terminated under Section 2.10, Section 2.11, or Section 2.12, on April 30, 2021.
- b. The SUBRECIPIENT has the time period shown above to complete the tasks as shown in Article V of this Contract.
- c. The SUBRECIPIENT may request in writing a time extension, but CAPCOG is not obligated to provide the time extension.
- d. SUBRECIPIENT must not begin work under this Contract until CAPCOG's project representative identified in Article IV signs and transmits a "Notice-To-Proceed" to the SUBRECIPIENT's project representative. This will not occur until:
 - (i) The project representative for the SUBRECIPIENT identified in Article IV completed a mandatory grant management workshop conducted by CAPCOG's project representative on March 10, 2020 (or will commit to at a time and location mutually agreeable to both project representatives).
 - (ii) The TCEQ approves the project.

Section 2.04 Legal Authority and Indemnification

- a. The SUBRECIPIENT warrants and assures CAPCOG that it possesses adequate legal authority to enter into this Contract. The SUBRECIPIENT'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBRECIPIENT to the terms of this Contract and any subsequent amendments hereto. The SUBRECIPIENT agrees to adhere to the provisions of Section (9) 361.014 and Chapters 363 and 364 of the Texas Health and Safety Code, Title 30 Texas Administrative Code (30 TAC) section §330.649 of the MSW Rules, 30 TAC Chapter 14, TCEQ Rules, and the Uniform Grant Management Standards (UGMS) issued by the Texas Comptroller of Public Accounts.
- b. SUBRECIPIENT is not an employee or agent of CAPCOG.

Section 2.05 Limitation of Liability

- a. In no event shall the parties to this Contract be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this contract, if SUBRECIPIENT is served with process in a suit or proceeding described in Subsection (a), SUBRECIPIENT agrees to furnish CAPCOG promptly with a copy of the process. SUBRECIPIENT agrees that its indemnification obligations under Subsection (a) apply to causes of action accruing during the term of this Contract, and that for this purpose the obligations will survive the ending or early termination of this Contract.

Section 2.06 Liability Insurance

- a. SUBRECIPIENT agrees to maintain its own commercial general liability insurance, or the equivalent in amount and coverage of self-insurance, during the term of this SUBAGREEMENT and to name CAPCOG an additional insured on the policy. SUBRECIPIENT agrees to provide the minimum primary insurance coverage of \$500,000 general aggregate and \$250,000 each occurrence plus \$500,000 excess coverage.
- b. SUBRECIPIENT'S liability insurance must contain provisions, to the extent legally permitted, that the insurer will notify CAPCOG in writing at least 10 calendar days in advance of (1) cancellation of non-renewal of the policy; (2) any reduction in the policy amounts; and (3) deletion of CAPCOG as an additional insured.
- c. SUBRECIPIENT agrees to furnish CAPCOG with a certificate of the SUBRECIPIENT'S commercial liability insurance or copy of its policy, or to certify in writing that it has in force the equivalent amount and coverage of self-insurance if requested.

Section 2.07 Audit/Access to Records

- a. The SUBRECIPIENT shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBRECIPIENT'S Texas office.

- b. CAPCOG, TCEQ, Texas State Auditor's Office or any of CAPCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit.
- c. Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- d. Records under Sections (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from date of final CAPCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. This audit/access to records applies to financial records pertaining to all subagreements and all subagreement change orders and amendments.
- f. CAPCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBRECIPIENT on work performed under this Contract.
- g. The SUBRECIPIENT agrees to include Sections (a) through (g) of this Section in all subagreements or contracts and all change orders directly related to project performance.

Section 2.08 Independent Financial Audit

- a. The SUBRECIPIENT shall adhere to the Single Audit requirements of the UGMS. The SUBRECIPIENT shall deliver to CAPCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBRECIPIENT is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and contractors.

Section 2.09 Amendments to Contract

- a. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBRECIPIENT may not legally comply with such change, SUBRECIPIENT may terminate its participation herein as authorized by Section 2.10.
- b. CAPCOG may, from time to time, require changes in the Scope of the Services of the SUBRECIPIENT to be performed hereunder. Such changes that are mutually agreed upon by and between CAPCOG and the SUBRECIPIENT in writing shall be incorporated into this Contract.
- c. Any changes in personnel whose salaries are funded under this Contract or any other changes in the budget, scope of work, schedule or deliverables, must be approved in advance by CAPCOG. A detailed description of the proposed change(s) shall be submitted in writing by the SUBRECIPIENT to CAPCOG for approval. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both CAPCOG and SUBRECIPIENT.

Section 2.10 Termination of Contract for Convenience

- a. CAPCOG may terminate this Contract in whole or part for its convenience. CAPCOG terminates this Contract for convenience by giving SUBRECIPIENT at least 30 calendar days' notice of the termination, specifying the termination date, and describing the part or parts terminated.
- b. Upon receipt of the termination notice, SUBRECIPIENT agrees to stop work on or before the termination date, cancel all subcontracts and orders entered into under this Contract, and settle all claims resulting from cancellation of the subcontracts and orders. If CAPCOG terminates only part of the Contract, SUBRECIPIENT agrees to complete the un-terminated part if CAPCOG so requests.
- c. At CAPCOG's request, following termination of the Contract for convenience, SUBRECIPIENT agrees to transfer title and deliver to CAPCOG, at CAPCOG's expense, all work produced in performing this Contract. SUBRECIPIENT agrees to preserve and protect the work until it is delivered to CAPCOG.
- d. SUBRECIPIENT agrees to submit to CAPCOG a written termination claim itemizing and documenting the amounts due because of termination of the Contract. If SUBRECIPIENT does not submit the termination claim within 90 calendar days from the effective date of termination, SUBRECIPIENT's termination claim is barred.
- e. If SUBRECIPIENT's termination claim is timely submitted, complete, and correct, CAPCOG agrees to pay SUBRECIPIENT the following amounts in full settlement of SUBRECIPIENT's termination claim: (1) the reasonable cost of all work performed through the date of termination; and (2) the reasonable cost of settling and paying claims resulting from cancellation of subcontracts and orders. However, CAPCOG's total payment under this paragraph may not exceed the total Contract price, less amounts already paid SUBRECIPIENT under this Contract, any lawful offsets, and the Contract price for any work not terminated.

Section 2.11 Suspension or Termination of Contract for Unavailability of Funds

- a. SUBRECIPIENT acknowledges that CAPCOG is a governmental entity without taxing power and that its only source for paying SUBRECIPIENT under this Contract is the MSW Disposal and Transportation Revenue Fee administered by TCEQ under Contract with CAPCOG. If TCEQ suspends or terminates its Contract with CAPCOG, SUBRECIPIENT agrees that CAPCOG may suspend its payment obligations under or terminate this Contract in whole or part. If CAPCOG suspends or terminates only part of this Contract for unavailability of funds, SUBRECIPIENT agrees to perform the unsuspended or un-terminated part if CAPCOG so requests.
- b. CAPCOG suspends or terminates this Contract for unavailability of funds by giving SUBRECIPIENT notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, and describing the part or parts suspended or terminated. CAPCOG agrees to promptly return to SUBRECIPIENT at CAPCOG's expense any goods SUBRECIPIENT shipped to CAPCOG before receiving notice of suspension or termination.
- c. If this Contract is terminated for unavailability of funds under this Section 2.11, SUBRECIPIENT is entitled to compensation for goods it furnished and services it performed before it received notice of termination. However, CAPCOG is not liable to SUBRECIPIENT for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.

Section 2.12 Termination for Breach of Contract

- a. If CAPCOG or SUBRECIPIENT breaches a material provision of this Contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue

with reasonable diligence and in good faith to correct the breach, if the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may terminate the Contract for breach by notifying the other party of the termination date, which may be no sooner than 10 calendar days from the notice date, or either party may invoke the dispute resolution process of Section 2.18.

- b. If this Contract is terminated for breach under Subsection (a), SUBRECIPIENT is entitled to compensation for services it performed and goods it provided before it received notice of termination. However, CAPCOG is not liable to SUBRECIPIENT for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.
- c. Termination for breach under Subsection (a) does not waive CAPCOG's claim for damages resulting from the breach, and CAPCOG among other remedies may withhold from compensation owed SUBRECIPIENT an amount necessary to satisfy CAPCOG's claim.

Section 2.13 Severability

- a. All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Section 2.14 Data and Publicity

- a. All data and other information developed under this Contract shall be furnished to CAPCOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Texas Government Code Chapter 552. Upon termination of this Contract, all data and information shall become the joint property of CAPCOG and the SUBRECIPIENT.

Section 2.15 Intellectual Property

- a. For the purpose of this Contract, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.
- b. If the SUBRECIPIENT conveys or, actually puts into practice, discovers, invents or produces any intellectual property during the course of its work under this Contract, it shall report that fact to CAPCOG.
- c. The SUBRECIPIENT may obtain governmental protection for rights in the intellectual property. However, CAPCOG and TCEQ hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. CAPCOG and TCEQ also reserve a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBRECIPIENT obtains rights with funds received under this Contract.
- d. In performing work under this Contract, the SUBRECIPIENT shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. To the extent permitted by the laws and Constitution of the State of Texas, it shall

hold CAPCOG and the TCEQ harmless for, defend and indemnify CAPCOG against, any claims for infringement related to its work under this Contract.

Section 2.16 Energy Efficiency Standards

- a. The SUBRECIPIENT is encouraged to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Section 2.17 Identification of Funding Sources

- a. The SUBRECIPIENT shall acknowledge the financial support of the TCEQ and CAPCOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use, shall carry the following notation (or one similar) on the front cover or title page: SUPPORTED WITH FUNDS FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG)

Section 2.18 Dispute Resolution

- a. The parties desire to resolve disputes arising under this Contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 2.18, until they have exhausted the procedures set out in these subsections.
- b. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- c. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- d. The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

Section 2.19 Oral and Written Contracts

- a. All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Section 2.20 Nondiscrimination and Equal Opportunity

- a. Subsection (b) summarizes the nondiscrimination requirements applicable to SUBRECIPIENT's performance under this Contract that are set out in detail in title 41, chapter 60, and title 28, parts 35 and 36, Code of Federal Regulations. The SUBRECIPIENT agrees to comply with the detailed requirements.

- b. SUBRECIPIENT shall not exclude anyone from participating under this Contract, deny anyone benefits under this Contract, or otherwise unlawfully discriminate against anyone in carrying out this Contract because of race, color, religion, sex, age, disability, handicap, or national origin.
- Section 2.21 Utilization of Small, Minority, and Women's Business Enterprises**
- a. A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which at least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.
- b. The SUBRECIPIENT agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Contract.

Section 2.22 Force Majeure

- a. Subject to the requirements of Subsections (b) and (c) and the limitation of Subsection (d), a party's obligations under this Contract are suspended during any period the party is unable to perform its obligations because of work stoppage or strike resulting from a labor dispute; fire, flood, wind, earthquake, or other natural disaster; epidemic, riot, sabotage, rebellion, or war; governmental intervention; or other cause beyond the party's control.
- b. Subsection (a) does not apply unless the party invoking it notifies the other party of the force majeure event within five business days after it occurs, describing the nature of the event in detail and estimating its likely duration. The party invoking Subsection (a) has the burden of proving that the force majeure event exists.
- c. If the other party is reasonably satisfied that the force majeure event exists, it shall notify the invoking party that the obligations of this Contract are suspended from the effective date of the event throughout its duration. The party invoking Subsection (a) shall notify the other party within five business days after the force majeure event ends. When the force majeure event ends, the obligations of this Contract are reinstated for the remainder of the Contract's term.
- d. If the obligations of this Contract are suspended because of a force majeure event for a cumulative period of more than 30 calendar days, either party may terminate this Contract in whole or part for convenience under Section 2.10.

Section 2.23 Conflict of Interest

- a. SUBRECIPIENT agrees to comply with its internal policy prohibiting conflict of interest and with Chapter 171 of the TEX. LOCAL GOVT. CODE ANN. in carrying out this Contract.
- b. If SUBRECIPIENT learns that one of its governing body members, officers, employees, or agents has violated or may violate its internal policy or Chapter 171, SUBRECIPIENT agrees promptly to take corrective and appropriate disciplinary action and to notify CAPCOG in writing of the actual or potential violation and the corrective and disciplinary action taken.

Section 2.24 Miscellaneous

- a. All representations and warranties of SUBRECIPIENT, together with all continuing obligations described in this Contract, survive the ending or early termination of this Contract.
- b. This Contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.
- c. This Contract is binding on and inures to the benefit of the parties' successors in interest.
- d. This Contract is performable in Travis County, Texas, and Texas law governs the interpretation and application of this Contract.
- e. This Contract is executed in duplicate originals.

Article III. Special Contract Provisions

Section 3.01 Compliance with Applicable Laws

- a. The SUBRECIPIENT shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Contract including, but not limited to, the laws referred to in this Contract. If the SUBRECIPIENT or CAPCOG observes that this Contract is at variance, the observing party shall promptly notify the other party in writing, and any necessary changes shall be addressed by appropriate Contract modification. On request, the SUBRECIPIENT shall furnish CAPCOG modification. The main governing standards include, but may not be limited to the following:
 - (i) Chapters 361, 363, and 364, TEX. HEALTH & SAFETY CODE ANN;
 - (ii) Title 30 Texas Administrative Code (30 TAC) Chapter 330 MSW Regulations (30 TAC Chapter 330), Subchapter O;
 - (iii) The Uniform Grant and Contract Management Act, Texas Government Code, §9783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 et. seq. (collectively, "UGMS");
 - (iv) CAPCOG's Contract #582-20-10206 with the TCEQ;
 - (v) TCEQ's Implementation Project Summary (IPS) No. 21-12-03, Blanco County Household Hazardous Waste (HHW) Management; and,
 - (vi) TCEQ's Regional Solid Waste Grants Program (RSWGP) Administrative Procedures.

Section 3.02 Payment Terms

- a. In consideration of full and satisfactory performance hereunder, CAPCOG agrees to reimburse SUBRECIPIENT in an amount equal to the allowable and documentable costs defined in UGMS, and incurred by SUBRECIPIENT in rendering such performance, subject to the following limitations:
 - (i) CAPCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Article VI, which outline the standards which shall apply to the SUBRECIPIENT'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TCEQ.
 - (ii) CAPCOG is not liable for any costs incurred by SUBRECIPIENT in the performance of this Contract which have not been billed to CAPCOG within thirty (30) days following termination of this Contract.
 - (iii) CAPCOG is not liable to SUBRECIPIENT for costs incurred or performance rendered by SUBRECIPIENT for costs incurred by SUBRECIPIENT before commencement of this Contract or after termination of this Contract.
 - (iv) CAPCOG will evaluate each SUBRECIPIENT'S reported local contribution, whether cash and/or in-kind, and make a determination based on the explanation provided as to how much the SUBRECIPIENT will be reimbursed.
 - (v) CAPCOG reserves the right to proportionally adjust reimbursements for the local contribution, whether cash and/or in-kind, proportional to the SUBRECIPIENT'S reported local contributions.

Section 3.03 Financial Monitoring and Documentation

- a. Financial Monitoring Program

- (i) The SUBRECIPIENT will adhere to the following financial monitoring requirements in order to receive reimbursement for authorized expenditures and to ensure that the expenditures incurred were reasonable and necessary to the project.
 - (ii) Reimbursement Request Form which will be used to request reimbursement and will require sufficient backup documentation. Reimbursement requests may be submitted at any time during the grant period, but must be submitted at least as identified in Table 1.
 - (iii) Payments (reimbursements) required under this Contract will be withheld by CAPCOG until such time as any past due progress reports are received.
 - (iv) Payments to the SUBRECIPIENT will be made only on a reimbursement basis. To receive reimbursement, the SUBRECIPIENT must submit the following:
 1. Reimbursement Request Form
 2. Copies of checks
 3. Copies of invoices
 4. List of bid responses for purchases over \$5,000
 5. Copy of Request for Proposal (RFP) and list of RFP responses (if applicable)
 6. Equipment inventory information (if applicable)
 - (v) The SUBRECIPIENT'S reimbursement request form must document all cash outlays for the project within scope of the project identified in the grant application including amounts that it will cover with any local contribution, whether cash and/or in-kind, as identified in Form 7 of the application.
 - (vi) Changes to the local contribution, whether cash and/or in-kind, identified on Form 7 of the SUBRECIPIENT'S application must be submitted in writing to document the reason for such changes.
 - (vii) If the SUBRECIPIENT does not have a Purchasing Policy that complies with state law, the SUBRECIPIENT must adhere to the general provisions of CAPCOG'S Purchasing Policy.
 - (viii) The SUBRECIPIENT is allowed to account for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Contract, a cost must have been incurred and either paid by the SUBRECIPIENT prior to claiming reimbursement from CAPCOG or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty (30) days after the end of that time period.
 - (ix) CAPCOG will review all materials provided by the SUBRECIPIENT with a request for reimbursement, and will not make a reimbursement payment unless all required items listed under (iv) of this section have been provided and are deemed to be accurate.
 - (x) CAPCOG shall reimburse or otherwise make payment to the SUBRECIPIENT only for expenses incurred during the term of the Contract between CAPCOG and the SUBRECIPIENT.
 - (xi) CAPCOG will not reimburse or otherwise make payment to the SUBRECIPIENT for an expenditure that is not authorized under this Contract. If it is determined by either CAPCOG or the TCEQ that an expenditure that was reimbursed is not an authorized expense, CAPCOG shall request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expenses, and shall not provide additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.
- b. Documentation required

- (i) In general, expenditure documentation to be maintained by the SUBRECIPIENT should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Contract. Documents that should be maintained, as appropriate for the expense, include but are not limited to the following:
1. Salary/Wages – Time sheets that have been signed and approved.
 2. Travel – Documentation which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc.
 3. Equipment – Purchase orders, invoices, and canceled checks.
 4. Supplies – Purchase orders (if issued), invoices, and canceled checks.
 5. Contractual – Purchase orders (if issued), invoices, and canceled checks, plus documentation that the costs were reasonable and necessary. The same standards should be applicable to contractors.
- c. Additional documentation
- (i) If requested by CAPCOG, the SUBRECIPIENT agrees to provide to CAPCOG the additional expense records and documentation materials for the time period requested by CAPCOG. CAPCOG will provide reasonable time for the SUBRECIPIENT to comply with a request for additional records. CAPCOG will review requested additional records and provide the SUBRECIPIENT a written summary of findings, if any, of that review. CAPCOG will also allow the SUBRECIPIENT reasonable time to respond to any findings of noncompliance or other problems identified.

Section 3.04 Reporting Requirements

- a. The SUBRECIPIENT shall prepare and submit to CAPCOG progress reports. These progress reports shall include a **Progress Reporting Form** which documents the progress and completion of tasks identified in the SUBRECIPIENT's application and includes the Results Tracking Form.
- b. The SUBRECIPIENT progress reports required contain descriptions of activities and costs for CAPCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure CAPCOG that the activities are not prohibited under Section 6.02 of this Contract (relating to Supplemental Funding Standards). The SUBRECIPIENT shall comply with any reasonable request by CAPCOG for additional information on activities conducted in order for CAPCOG to adequately monitor the SUBRECIPIENT's progress in completing the requirements of and adhering to the provisions of this Contract.
- c. The SUBRECIPIENT will certify in writing to CAPCOG through a final progress report the satisfactory completion of all activities and deliverables required under this Contract.
- d. The SUBRECIPIENT shall maintain the information required by the form listed in Subsection (a) of this Section so that a follow-up results report can be prepared. The SUBRECIPIENT shall provide CAPCOG with a follow-up Progress Reporting Form due September 15, 2022, so that CAPCOG can report to the TCCO the results of the projects funded under this Contract.
- e. The SUBRECIPIENT'S failure to comply with the requirements of this section shall constitute a breach of this Contract.
- f. The SUBRECIPIENT shall maintain documentation on the results of the project activities for the life of the program or activity.

- g. The reporting requirements of this Section 3.04 survive the ending or early termination of this Contract.
- h. For the purposes of preparing progress and results reports, it is suggested that the SUBRECIPIENT maintain the Results Tracking Form on a monthly basis.
- i. The required reporting form templates are incorporated into this contract by reference.
- j. Collection events funded projects are required to submit one report only, which will be due the first applicable reporting date after the event is held.

Table 1. Schedule of Deliverables FY 2020 - 2021 REQUIRED REPORTS

Report	Reporting Period	Due Date
Progress Report #1	September 1, 2020 – April 30, 2021	May 15, 2021
Final Billing	September 1, 2020 – April 30, 2021	May 15, 2021

*HHW & LUDC/CCE funded projects are only required to submit one Progress Report w/ the final Reimbursement Request

Section 3.05 Monitoring Requirements

- a. CAPCOG may periodically monitor SUBRECIPIENT for:
- (i) The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - (ii) The administrative and operational effectiveness of the project.
- b. CAPCOG will conduct periodic analysis of SUBRECIPIENT'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBRECIPIENT.
- c. Note that CAPCOG is including in this contract its risk assessment checklist, which CAPCOG staff will use to determine the extent of monitoring and compliance review and assistance CAPCOG will conduct for this contract. A copy of the risk assessment form is included in Article VII.

Section 3.06 Title to and Management of Real Property and Equipment

- a. SUBRECIPIENT must adhere to their published purchasing policies and procedures or CAPCOG's where no such policies and procedures have been approved and published.
- (i) The SUBRECIPIENT may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBRECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBRECIPIENT must meet the requirements set forth in this Section.
- (ii) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- (iii) A physical inventory of all equipment acquired or replaced under this Contract shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBRECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBRECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.
- (iv) Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBRECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing.
- b. When, during the useful life of property acquired with grant funds under this Contract by the SUBRECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, SUBRECIPIENT agrees to request disposition instructions from the CAPCOG or, if CAPCOG is no longer administering a Regional Solid Waste Grants Program, the TCEQ. CAPCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the SUBRECIPIENT. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where SUBRECIPIENT fails to take appropriate disposition actions, CAPCOG may direct SUBRECIPIENT to take appropriate disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.
- (i) Retain title, sell, or otherwise disposed of with no obligation to compensate CAPCOG.
- (ii) Retain title after compensating CAPCOG. If CAPCOG is compensated by the SUBRECIPIENT for property acquired using funds provided under this Contract, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.
- (iii) Sell the property and compensate CAPCOG. If CAPCOG is compensated by the SUBRECIPIENT for property acquired using funds provided under this Contract, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying CAPCOG's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When SUBRECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.
- (iv) Transfer title to CAPCOG or to a third-party designated/approved by the TCEQ. If the SUBRECIPIENT participated financially in the original purchase of the property, the SUBRECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the

percentage of the participation in the original purchase of the property to the current fair market value of the property.

Article IV. Project Representatives and Location of Records

The Capital Area Council of Governments hereby designates the individual below as the person to give direction to the SUBRECIPIENT as Project Representative of CAPCOG:

Name: Ken May
Title: Regional Program Coordinator
Address: 6800 Burleson, Bldg. 310, Ste 165
Austin, TX 78744
Phone: (512) 916-6040
Fax: (512) 916-6001
Email: kmay@capcog.org

The SUBRECIPIENT hereby designates the individual named in the application as the person authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as a Project Representative:

The SUBRECIPIENT designates the following location for record access and review for this Contract:
Blanco County
Address: 101 East Pecan Street
Johnson City, Texas 78636

Article V. Work Program of Subrecipient

Section 5.01 Incorporation of Subrecipient's Grant Application

a. The SUBRECIPIENT's grant application, as reviewed by CAPCOG's Solid Waste Advisory Committee on January 23, 2020, is hereby incorporated by reference into this contract.

b. Except as explicitly authorized by CAPCOG's project representative or otherwise described in this contract, the SUBRECIPIENT shall carry out the work program described in its grant application.

c. No purchases made, expenses incurred, or work performed outside of the performance period of this contract or not described in the SUBRECIPIENT's application will be reimbursed by CAPCOG.

d. CAPCOG's project representative may approve minor changes to the scope of work in the SUBRECIPIENT's grant application to the extent that the changes would not have affected the scoring and ranking of the SUBRECIPIENT's application.

e. SUBRECIPIENT understands that failure to complete its work as described in the application for modified with approval of CAPCOG) by the end of the performance period of this contract will result in CAPCOG redirecting unreimbursed funds to other activities.

f. The SUBRECIPIENT's reimbursement request form must document all cash outlays for the project within scope of the project identified in the grant application including amounts that it will cover with any local contribution, whether cash and/or in-kind, as identified in Form 7 of the application.

g. Changes to the local contribution, whether cash and/or in-kind, identified on Form 7 of the SUBRECIPIENT's application must be submitted in writing to document the reason for such changes.

Article VI. Subrecipient Budget and Funding Standards

Section 6.01 Subrecipient's Grant Budget

- a. SUBRECIPIENT's grant budget is limited to the amounts identified for each expense category and purposes identified in Form 7 of the SUBRECIPIENT's application with any mutually agreed upon modifications to the allocation of funding among expense categories approved by CAPCOG's Project Representative that does not materially alter the work that will be performed.
- 1) SUBRECIPIENT(s) which fail to fully expend the local contribution, whether cash and/or in-kind, presented on Form 7 of the application must submit a reason in writing explaining why they did not meet their proposed local contribution.
 - (i) CAPCOG will evaluate each SUBRECIPIENT's reported local contribution, whether cash and/or in-kind, and make a determination based on the explanation provided as to how much the SUBRECIPIENT will be reimbursed.
 - (ii) CAPCOG reserves the right to adjust reimbursements for the local contribution, whether cash and/or in-kind, proportional to the SUBRECIPIENT's reported local contributions.

Section 6.02 General Supplemental Funding Standards

- a. In addition to the standards set forth in applicable laws and regulations, the standards below apply to all uses of the funds provided under this Contract. Unless authorization is otherwise specifically provided for under the terms of this Contract, the use of funds provided under this Contract shall be in accordance with the supplemental funding standards set forth in this Section.
- b. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
- c. **Land Acquisition Costs.** Funds provided under this Contract may not be used to acquire land or an interest in land.
- d. **MSW-Related Programs Only.** Funds provided under this Contract may not be used for programs dealing with wastes that are not considered Municipal Solid Waste (MSW), including programs dealing with industrial or hazardous wastes.
- e. **Activities Related to the Disposal of MSW.** Except as may be specifically authorized under an eligible project category, funds provided under this Contract may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category, to include citizens' collection stations, and small registered transfer stations.
- f. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of biosolids for beneficial use. The

applicant should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

- g. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be approved and granted by the TCEQ before that project can be selected for funding.
- h. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.
- i. **Supplanting Existing Funds.** Funds provided under this Contract may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are not eligible for grant funding. This provision does not apply to the salaries for staff of the SUBRECIPIENT in its conduct of activities under this Contract.
- j. **Food/Entertainment Expenses.** Funds provided under this Contract may not be used for food or entertainment expenses. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
- k. **Use of Alcoholic Beverages.** None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds. Funds provided under this Contract may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty.
- l. **Funds to Law Enforcement Agencies.** Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1703, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Texas Commission on Law Enforcement certifies that the requesting agency is in the process of achieving compliance with such rules.
- m. **Funds for Compliance.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
- n. **Funds to Pay Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.
- o. **Funds for Lobbying Activities.** Funds may not be used for employment, contracts for services of a lobbyist, or for dues to an organization, which employs or otherwise contracts for the services of a lobbyist.
- p. **Use of Funds.** The provisions of the UGMS apply to the use of these funds, as well as the supplemental financial administration provided in the CAPCOG program Administrative Procedures.

Article VII. CAPCOG Solid Waste Grant Subrecipient Risk Assessment Form

Organization: Blanco County **Date:** 1/23/2020

Period of Performance: September 1, 2020 – April 30, 2021 **Contact:** Commissioner Paul Granberg

Consistent with Title 2, Code of Federal Regulations, Chapter 200, the Capital Area Council of Governments (CAPCOG) is evaluating each Solid Waste Grant subrecipient's risk of non-compliance to assist us in monitoring grant performance. Answers to the questions below will assist CAPCOG in assessing the level of monitoring and technical assistance that will be needed for each subgrant.

Question	Yes/No	Comments
1. Has the organization received solid waste grant funding through CAPCOG since September 1, 2015?	Yes	If Yes, please identify fiscal year(s) 2015, and 2019.
2. Has the organization previously received solid waste grant funding through CAPCOG for the same project category since September 1, 2015?	Yes	If Yes, please identify fiscal year(s) 2015, and 2019.
3. Has the organization completed the same type of activity, with or without CAPCOG funding, since September 1, 2015?	No	If Yes, please identify fiscal year(s) No
4. Is this project an HHW collection event?	Yes	[note: if the organization has not completed an HHW collection event since September 1, 2013, with CAPCOG grant funds, the project will require extra monitoring and technical assistance] N/A
5. Do you have specific personnel assigned to the management and completion of your grant award project?	Yes	If Yes, please identify Commissioner Paul Granberg Camille Swift, County Treasurer
6. Do the specific personnel assigned to the management and completion of your grant award project have prior grant management experience in general?	Yes	If Yes, please describe briefly: 10+ years

q. **Procurement and Purchasing.** Recipients of funds under this Contract, including the COG, pass-through grant recipients, and contractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.

Section 6.03 Category-Specific Funding Restrictions

- a. Under CAPCOG's contract with TCEQ, CAPCOG is required to ensure that all implementation projects funded under this Contract fit within defined categories.
- b. Category-specific funding limitations apply to each category identified by TCEQ and shall apply to this subgrant.
- c. The project category for this grant is Household Hazardous Waste (HHW) Management, for which the following funding restrictions apply:
 - (i) Funds may be used for projects that provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals, electronic wastes, and other materials. Funded activities may include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities; education and public awareness programs; and, School Chemical Clean-out Campaign (SC3) events and programs.
 - (ii) All HHW events must meet the requirements of 30 TAC 335. Subchapter N, and must be coordinated through the TCEQ/External Relations Division. Additionally, the TCEQ Used Oil Program regulates the handling – including transportation – of used oil and oil filters. HHW collections should be aware of registration requirements when selecting vendors or running a collection programs themselves.
 - (iii) All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC §335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, transportation, recycling, and disposal.
 - (iv) All HHW funded project plans must be submitted to the CAPCOG Solid Waste Program for review and approval at least 45 days prior to scheduled event.
 - (v) The SUBRECIPIENT must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC §335.403(b) (if hosting an HHW event for covered materials). The operator must also report to the HHW program by April 1st of the following year on the amount of material received under the collection. This notice must be submitted in one of the following formats through one of the following avenues:
 - 1) Mailed to:
TCEQ/External Relations Division (MC 118)
HHW Program
P.O. Box 13087
Austin TX 78711-3087
 - 2) E-mailed to: Recycle@tceq.texas.gov
 - 3) Faxed to: (512) 239-1065, Attn. HHW Program
 - (vi) SUBRECIPIENT may be required to attend a mandatory training on hosting HHW Events if the SUBRECIPIENT has not received HHW Event funding through CAPCOG within the last three biennia. SUBCONTRACTOR must request this training at least 90 days prior to hosting the funded event.

Article VIII. Grant Application

Attach grant application here

Question	Yes/No	Comments
7. Do the specific personnel assigned to the management and completion of your grant award project have experience with managing a COG solid waste grant since September 1, 2015?	Yes	If Yes, please describe briefly: 2015 & 2019
8. Were there any errors in the organizations FY 2018-2019 grant application?	No	If Yes, please explain:
9. Were there any performance deficiencies in any previous solid waste contracts with CAPCOG since September 1, 2015? (i.e., were extensions needed? Were any reports or reimbursement requests submitted to CAPCOG late or inaccurate?)	No	If Yes, please explain:
10. Does your organization have purchasing policies and procedures?	Yes	If Yes, please provide a copy On File
11. Will this project use contractors?	Yes	If Yes, please identify HHW Contractor estimate is \$32,000



CAPCOG FY 2020 - 2021 SOLID WASTE GRANT APPLICATION FORMS 1-6

October 18, 2019

Please detach the instruction pages prior to submitting the following application forms. Please remember to make a copy of your application for your records. An electronic copy of the completed application should also be submitted.

Form 1. Application Information and Signature Page

Blanco County Recycling	\$32,000.00
Applicant 425 Jones Avenue	Funding Amount Requested Primary
Address Blanco, TX 78606	Project Priority (primary, secondary, etc.) (830) 833 - 1077
City, State Zip Paul Granberg	Phone 12/10/2019
Contact Person	Date Submitted

Project Category

- Household Hazardous Waste (HHW) Management
- Environmental Local Enforcement
- Litter and Illegal Dumping Clean-Up and Community Collection Events
- Source Reduction and Recycling
- Citizens' Collection Station
- Educational and Training Programs
- Other Solid Waste Management Projects, Including Scrap Tire Projects

Respectfully Submitted by:

Blanco County

Paul Granberg, Commissioner, Precinct 4
County Recycling Coordinator December, 2019

Signature (Print and sign pages 2 and 3, scan into .pdf document, and submit with your application documents. Signatures are required to submit a complete application.)

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.

Paul Granberg
Signature

Blanco County Recycling Coordinator
Title

Paul Granberg

Typed/Printed Name

12/10/2019

Date

CAPCOG FY 2020 – 2021 SOLID WASTE GRANT REQUEST FOR APPLICATIONS

Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the Council of Governments (COG), to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

Authorized Project Representative

The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature (Print and sign pages 2 and 3, scan into .pdf document, and submit with your application documents. Signatures are required to submit a complete application.)

Paul Granberg Signature
 Paul Granberg
 Blanco County Recycling Coordinator
 Title
 12/10/2019 Date
 Typed/Printed Name

Authorized Financial Representative

In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Camille Swift Signature
 Camille Swift
 Blanco County Treasurer
 Title
 12/10/2019 Date
 Typed/Printed Name

RESOLUTION of Blanco County authorizing the filing of a grant application with CAPCOG for the FY 2020 – 2021 SOLID WASTE GRANT PROGRAM

Resolution of Blanco County authorizing the filing of a grant application with the Capital Area Council of Governments (CAPCOG) for a regional solid waste grants program grant; authorizing Commissioner Paul Granberg, Precinct 4, to act on behalf of Blanco County in all matters related to the application; and pledging that if a grant is received, Blanco County will comply with the grant requirements of CAPCOG, the Texas Commission On Environmental Quality (TCEQ), and the State of Texas.

Whereas, CAPCOG administers solid waste grant funds provided by TCEQ for implementation of the COG's adopted regional solid waste management plan; and Whereas, Blanco County, in the State of Texas, is qualified to apply for grant funds under the Request for Applications.

- Now, therefore, be it resolved by Blanco County in Johnson City, Blanco County Texas:
1. That Paul Granberg, Precinct 4 Commissioner, is authorized to request grant funding under the CAPCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Blanco County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
 2. That if the project is funded, Blanco County will comply with the grant requirements of CAPCOG, the TCEQ, and the State of Texas.
 3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
 4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed and approved by the Commissioner's Court in Johnson City, Blanco County, Texas, on this the 26 day of November, 2019.

Brett Brax Signature
 Brett Brax, Blanco County Judge
 Date
 11/26/19

Laura Walla Signature
 Attest: Laura Walla, Blanco County Clerk
 Date
 11/26/19

Form 5. Explanation Regarding Private Industry Notification

Applicable to Applicants under the following grant categories:

- Source Reduction and Recycling
- Citizens' Collection Stations and "Small" Registered Transfer Stations
- A demonstration project under the Educational and Training Projects category
- Other

Form 5a. List of Private Service Providers Notified

Private Service Providers Contacted	Name and Position	Telephone Number	Date Notified
Waste Connections	Wicki Ralph, Manager	830-225-0972	11/20/2019
Stericycle Solutions	Jack Raney, Manager	512-663-2080	11/20/2019

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

Waste Connections has agreed to provide a roll-off container for collection of non-hazardous materials delivered to the event by county residents, and will assist us in the collection of waste as they have done in prior years.

Stericycle Solutions will support disposal of materials at their industrial waste facility.

Form 6. Project Description

[Provide description of the project here]

The grant funds requested here will support the planning, organization and delivery of the Blanco County Recycling Center Household Hazardous Waste (HHW) Collection Event and Product Exchange Center. Ideally this event will be held in October, 2020. Together the event and exchange opportunity is designed to serve the needs of the citizens of Blanco county through encouraging waste management and disposal of HHW in an environmentally conscious and safe manner.

This will be a county-wide event, open to residents of the cities of Johnson City, Blanco and Round Mountain, as well as residents of the unincorporated areas of the county. Every citizen of the county will be invited to participate. The event will be held on Blanco County property located near the Waste Connections Type V Transfer Station, 2021 Hwy 281 South, Johnson City, TX 78636, outside of the Transfer Station permitted footprint (the Transfer Station occupies approximately 1 acre of a 20-acre site owned by Blanco County). Waste Connections will provide one 40-yard roll-off container for municipal solid waste (MSW) free of charge and any MSW will be hauled to the Mesquite Creek Landfill, MSW Permit No. 66B, located in New Braunfels, Texas. Stericycle Environmental solutions (EPA ID No. TXD0074196338 and TCEQ ID No. 30271) will staff, collect, pack and store all HHW and will haul the HHW to their facility in Houston, TX. HHW to be accepted will include aerosols, alkaline batteries, asbestos, corrosives, flammables, fluorescent bulbs, oil-based paint, latex paint, lithium-mercury and Nickel-Cadmium batteries, oxidizers, polychlorinated biphenyl waste, poisons, propane and reactives.

Stericycle representatives will ensure a minimum 45-day notice is provided the TCEQ SBLGA.

In our experience a one-day collection event is the most efficient and practical. Our previous events have provided urban and rural county residents the opportunity to properly dispose of applicable waste materials.

The grant funds requested here will be used to pay the contractual costs associated with the collection, disposal and recycling of HHW including

the proposed project was developed in alignment with the goals and objectives outlined in the Regional Solid Waste Management Plan, including:

Goal # 1: Develop and manage a household hazardous waste collection and diversion program;

Goal # 2: Promote public education on integrated solid waste management;

Goal # 3: Promote community clean-up events to provide citizens with an alternative to illegal dumping;

Goal # 4: Explore alternatives to dealing with the disposal of special wastes.

Goal # 5: Encourage the proper management and disposal of municipal solid waste.

Form 6b. Project Cost

Total project cost, including in-kind and match:	\$ 39,750
Total in-kind contribution to total project cost:	\$ 3,750
Total proposed financial match (not in-kind) for total project cost:	\$ 4,000
Total in-kind plus financial match:	\$ 7,750
Total % proposed to be covered by in-kind plus match:	\$ 19.6%
Minimum amount of grant funding willing to accept offered for same scope:	\$ 32,000
Minimum amount of grant funding willing to accept offered for reduced scope:	\$ 32,000

[Provide explanation of project cost, including details for any matching funds and in-kind services.]

Program sponsors and co-sponsors will provide and estimate \$9,000 in both in-kind or cash contributions to the event, including salaried labor, volunteer hours, meal expenses, grant administration, vendor contract administration, advertising, printing, heavy equipment machine time and disposal costs for the collection event. Disposal of non-hazardous materials collected in a 40-yard roll off container at a cost of approximately \$1,500, will be donated to the event by Waste Connections.

Based on our experience in previous HHW events total expenses will approximate \$39,750.00 of which we are requesting \$32,000 in grant support. Previously the cities contributed in-kind or financially to the event, however they are unable to do so this year, hence the larger request for grant funds than in prior years.

We believe the benefits to the community validate the request, namely the ability to properly dispose of materials that might otherwise end up in the non-hazardous waste stream, would be illegally disposed of, or retained in an environment which could pose a threat to people or livestock.

Form 6a. Project Timeline and Milestone Summary

Provide a detailed timeline for completion of the project below, including specific milestones for completion of the project. Use generic time-frames based on the start date of the contract and issuance of a notice to proceed, rather than specific fiscal years, since grants may be programmed into either FY 2020 or 2021 if the project is anything other than construction of a new facility.

Describe all activities expected to be completed within each time frame.

Within 1st month after notice to proceed:
 Re-contact HHW vendors to confirm dates and time lines. Receive and process contractual documents required by vendors for the event.

Within 2nd month after notice to proceed:
 Complete any outstanding HHW vendor negotiations

Within 3rd month after notice to proceed:
 Verify contact has been made by Stericycle representatives with the Texas Commission on Environmental Quality Household Hazardous Waste program to assure coordination of our event with the state agency

Within 4th month after notice to proceed:
 Develop collection event information flyer

Within 5th month after notice to proceed:
 Develop operations plan for product exchange center

Within 6th month after notice to proceed:

Within 7th month after notice to proceed:
 Collection Site Set-up

Host HHW collection event and Product Exchange Center Opportunity

Within 8th month after notice to proceed:
 Submit Financial & Activity Reports to CAPCOG, as required;

Within 9th month after notice to proceed:
 Submit final program summary and report.

Form 6c: Priority Project Types in the CAPCOG RSWMP

Which of the following project types best describes this project?

- A permanent Household Hazardous Waste (HHW) facility or reuse center
- Equipment specifically used for the collection and transportation of HHW materials
- HHW collection event(s)
- Programs that deal with scrap tires
- Litter and illegal dumping cleanup
- Community collection event(s)
- Illegal dumping and local enforcement programs
- Recycling services, programs, and market development
- Other

Form 6d: Use of Funding for New or Expanded Programs

Which of the following best describes whether your project serves as "seed" money to start new programs or expand existing programs?

- Serves as seed money for a new program
- Expands a current program
- Maintains an on-going program

[Enter Explanation Here]

Paul Grenberg, Blanco County Precinct 4 Commissioner, who also serves as the Blanco County Recycling Coordinator will be responsible for accomplishing the majority of the tasks associated with our event. The work program for the project, if funded, will organize and conduct an HHW Collection Event and One-Day Product Exchange Center for the residents of Blanco county. Beginning in 1986 CAPCOG has funded 24 grants to implement successful recycling, HHW and community clean-up programs in Blanco county. Blanco County Recycling has been in operation since 1993 and every year has grown and become more successful. Blanco county budgets for a recycling coordinator, building maintenance, equipment maintenance, utilities, insurance and labor costs associated with the Recycling Center.

All previous grant-funded projects have been successfully completed and found to be in compliance with all CAPCOG requirement when audited.

Form 6e: Regionally-Coordinated or Multi-Jurisdictional Project

Is the project regionally coordinated or multi-jurisdictional?

Yes
 No

[Enter explanation here; include any support letters from other jurisdictions or organizations in this section]

This event will be advertised to all residents of Blanco county and available to Johnson City, Blanco, Round Mountain city residents as well as residents of the unincorporated areas of the county.

This event will be a public - private partnership with Stericycle Environmental Solutions providing the HHW disposal and Waste Connections commitment of one 40 cubic yard container to collect and dispose of any non-categorized or non-hazardous waste at no charge to the event.

Stericycle Environmental Solutions operates a treatment, storage and disposal facility which processes hazardous and non-hazardous Class 1 industrial waste under the authority of the Federal EPA ID No. TXD074196338 and the Texas Commission on Environmental Quality ID No. 30271. A Certificate of Disposal will be issued to Blanco County Recycling when the contract for services is signed.

Form 6f: Public-Private Partnership

Does the project involve a public-private partnership?

Yes
 No

[Enter explanation here; include any relevant documentation from private sector organizations participating in this project]

This event will be a public - private partnership with Stericycle Environmental Solutions providing the HHW disposal and Waste Connections commitment of one 40 cubic yard container to collect and dispose of any non-categorized or non-hazardous waste at no charge to the event.

Stericycle Environmental Solutions operates a treatment, storage and disposal facility which processes hazardous and non-hazardous Class 1 industrial waste under the authority of the Federal EPA ID No. TXD074196338 and the Texas Commission on Environmental Quality ID No. 30271. A Certificate of Disposal will be issued to Blanco County Recycling when the contract for services is signed.

Form 5g: Funding in Prior Biennium

Is the project an activity that was funded exclusively by the applicant in between September 1, 2018 – August 31, 2019, without grant funding?

No
 Yes

[Enter explanation here, including whether any activity was only partially funded by grants. Also include an explanation on Form 6 as to how awarding a grant to this project would not constitute supplanting if the answer to this question is "yes"]

NA

Did the applicant receive any solid waste grant funding from CAPCOG as part of its FY 2018-2019 grant program?

No
 Yes

[Enter explanation here]

Blanco County Recycling received \$12,000 in grant funding from CAPCOG in 2018 which supported an HHW and a One-Day Product Exchange Center for the residents of Blanco county which was held in September, 2018. Cash contributions were collected from the cities of Johnson City and Blanco, neither of which will be able to assist the county in defraying total costs this year due to municipal budget constraints.

Form 6h: FY 2018 Budget Consideration

Is any funding for this project already included in the organization's FY 2020 budget?

No
 Yes

If "Yes," complete the following two questions:

- 1. What percentage of the total project cost was already budgeted? % _____
Note – percentage must be less than 100% in order to be considered for funding.

- 2. Explain how grant funding awarded for this project would expand this activity, rather than supplant it.

[Provide explanation here and on form 6]

Collection of household hazardous and non-hazardous wastes is not only a convenience for the citizens of the county but, more importantly, our event mitigates the improper and sometimes illegal disposal of these materials. In the aggregate our event should serve to eliminate environmental contamination, potential exposure of people, pets, livestock and local wild animals, unsightly conditions on private property or on public rights of way and diminishes the likelihood of litter on the sides of county- or state-maintained roadways.

Form 7. Grant Budget Summary

NOTE: Form 7 through 7h are in the associated Excel Workbook entitled FY 2020-2021 SW Grant Budget Forms. Please be sure to attach Form 7 with your proposed grant budget prior to submittal.

Budget Category		Funding Amount
1. Personnel/Salaries		
2. Fringe Benefits		
3. Travel		
4. Supplies		
5. Equipment		
6. Construction		
7. Contractual		\$30,750.00
8. Other		\$1,250.00
9. Total Direct Charges (sum of 1-8)		\$32,000.00
10. Indirect Charges		
11. Total (sum of 9 - 10)		\$32,000.00
12. Fringe Benefit Rate:	0.00%	Assumed to apply to salaries unless otherwise explained
13. Indirect Cost Rate:	0.00%	
Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:		
*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Your latest indirect cost allocation plan MUST be attached.		
Please complete any of the following detailed budget forms that are applicable.		

Form 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the COG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the COG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the COG before work begins.

Purpose	Contractor(s)	Contract Amount
Disposal (w/contingency)	Stencyle Environmental Solutions	\$30,750.00
Total (Must equal Line 7 of the Overall Budget Summary)		\$30,750.00

Form 7a: Project Cost Summary (same information as identified in form 6b-Project Cost)

Total project cost	\$	\$39,750.00	%
Total in-kind contribution to total project cost		\$3,750.00	9.43%
Total proposed financial match (not in-kind) for total project cost		\$4,000.00	10.06%
Total in-kind plus financial match		\$7,750.00	19.50%
Minimum amount of grant funding willing to accept offered for same scope	\$	32,000.00	80.50%
Minimum amount of grant funding willing to accept offered for reduced scope	\$	32,000.00	80.50%

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

	Estimated Cost
Basic Other Expenses	
Books and reference materials	
Postage, telephone, FAX, utilities	\$50.00
Printing/reproduction	\$700.00
Advertising/public notices	\$500.00
Registration fees for training (if approved)	
Repair and maintenance	
Basic office furnishings	
Space and equipment rentals	
Signage	

Additional Other Expenses

The specific details of additional "Other" category expenses, not included on the list of basic Other expenses, must be pre-approved by the COG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by the COG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category (itemize each expense below including description, type, model, etc.):	\$0.00	1	\$0.00
Computer software (itemize each expense below including description, type, model, etc.):	\$0.00	1	\$0.00
Additional Other expenses (itemize each expense below including description, type, model, etc.):	\$0.00	1	\$0.00
Total Other Expenses (Must equal Line 8 of the Overall Budget Summary)			\$1,250.00

Article IX. Required Reporting Forms

Available Electronically at www.capcoq.org

FOR TCEQ USE	
Pnumber (Unique #): 2 digit fiscal year; COG #, then sequential numbering by the # of projects.	21-12-03
Associated Results Report Form:	Report F - Household Hazardous Waste (HHW) Management
Household Hazardous Waste Management - 20-29	
Special collection event - 20	
Purpose Description:	HHW Event
Total Grant Funding:	\$ 32,000.00
THE FOLLOWING SECTIONS WILL BE COMPLETED BY THE COG	
Regional Solid Waste Grants Program Implementation Project Summary Form	
Capital Area Council Of Governments - #12	
FY 21	
Grant Recipient:	Blanco County
Date Submitted:	2/24/2020
Revision Date: (if applicable)	
Revised Version No:	
Counties to be Served: (Select Region for COG-Managed Projects)	Blanco
Matching: (Use N/A, if there are no matching funds)	\$ 4,000.00
<i>If there is an amount for matching funds provide the details here: Blanco County and their partner governments will provide match by paying for items the State Grant monies cannot, e.g., refreshments, hand/eye wash station, porta-johns, and a portion of the billing for the HHW service provider.</i>	
In-Kind Services: (Use N/A, if there are no In-Kind Services)	\$ 3,750.00
<i>If there is an amount for in-kind services provide the details here: In-kind contribution is provided by Waste Connections' 40 yard roll-off, County staff manning the event, County equipment utilized in support of the event, and value of the County owned site the event will be help at.</i>	
Contract Dates:	September 1, 2020 through April 30, 2021
Regional Plan Goal #(s):	1, 2, 7, 8, & 14
Project Category:	HHW Management
Project Category Description:	Continuation of an Existing Project
Select ANY which pertain to the project:	
Education/Training Component	Yes
Public/Private Partnership	Yes
Cooperative Effort Between More Than One Local Government	Yes
Were there any unresolved private industry concerns expressed about the project?	No
BUDGET DEVELOPMENT SECTION	
CATEGORIES & DESCRIPTION OF EXPENSE	FUNDING AMOUNT
Personnel/Salaries: (List personnel name, # of hours and hourly rate)	
	\$ -

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Total Personnel/Salaries :		\$ -
Fringe Benefits		
Describe fringe rates here	\$	-
Describe fringe rates here	\$	-
Total Fringe Benefits :		\$ -
Travel: (List & itemize travel expenditures. Include the name, # of trips and estimated expenses)		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Total Travel :		\$ -
Supplies: (List & itemize detail supplies)		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Total Supplies :		\$ -
Equipment: (List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)		
	\$	-
	\$	-
	\$	-
	\$	-
Equipment Total :		\$ -

Construction: (List & itemize construction expenditures)	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Construction Total :	\$ -
Contractual: (List & itemize contractual expenditures (other than construction))	
Stericycle Environmental Solutions - HHW Service Provider	\$ 32,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Contractual Total :	\$ 32,000.00
Other: (List & itemize other expenditures)	
	\$ -
	\$ -
	\$ -
	\$ -
Other Total :	\$ -
Total Grant Funding Approved: (Select Appropriate fiscal year for the first funding year by clicking this box and using the drop down menu)	\$ -
Total Grant Funding Approved: Second Year - FY 21	\$ 32,000.00
TOTAL PROJECT FUNDING AMOUNT:	\$ 32,000.00
PROJECT DESCRIPTION SECTION	
Describe how the funds will be used in <i>each budget category</i> where funds are requested; provide dates and locations of events; if applicable, state where equipment will be stored.	
Always use the statement that equipment will be used 100% for solid waste activities.	
In the cell below, provide a brief description of the project, in paragraph format, and conduct a spell check before submitting.	

Blanco County proposes to host a HHW Collection event in October 2020 at the Waste Connections Type V Transfer Station, 2021 Hwy 281 South, Johnson City, TX 78636, outside of the Transfer Station's permitted footprint on property owned by Blanco County. Waste Connection will provide one 40 yard roll-off container for municipal solid waste free of charge and any MSW accepted will be hauled to the Mequite Creek Landfill, MSW Permit No. 66B, located in New Braunfels, TX. Stericycle Environmental Solutions (EPA ID No. TXD074196338 and TCEQ ID No. 30271) will staff, collect, pack and store all HHW and transported by Stericycle, to their 4050 Homestead Road, Houston, Texas, address for processing under Industrial Hazardous Waste Permit No. 50326, EPA ID TXD074196338. Note: Blanco County will be responsible for providing the mandatory 45-day Notice and operate their HHW Collection Event in accordance with 30 TAC 335, Subchapter N.

TCEQ Approval/Date:

Cheryl Untermeyer - 4/23/2020

COPY

JS 44 (Rev. 09/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Cesar Diaz - Frances
(b) County of Residence of First Listed Plaintiff Blanco County
 (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
 P.O. BOX 1066 Blanco, TX 78606

DEFENDANTS
 City of Blanco, as city code inspector with Davis
County of Residence of First Listed Defendant
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)

SA20CA0276 FB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORT	PROPERTY	LABOR	OTHER
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	HABEAS CORPUS: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 331 other Civil Rights

Brief description of cause:
stop the process, stop: Civil Rights

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 200,000 **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See Instructions): JUDGE _____ DOCKET NUMBER _____

DATE 03/06/2020 SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT pd APPLYING IFP _____ JUDGE _____ MAG. JUDGE MJ-HJB

INTAKE COPY

FILING FEE RECEIPT COPY

DUPLICATE

Court Name: TEXAS WESTERN
Division: 5
Receipt Number: 500053399
Cashier ID: dgarc
Transaction Date: 03/09/2020
Payer Name: CESAR DIAZ-FRANCES

CIVIL FILING FEE
For: CESAR DIAZ-FRANCES
Amount: \$400.00

PAPER CHECK
Check/Money Order Num: 25986981115
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

5:20-CV-276, CESAR DIAZ-FRANCES V.
CITY OF BLANCO, AS CITY CODE
INSPECTOR WILL DAVIS

(WHITE)

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

UNITED STATES DISTRICT COURT

FILED

MAR - 6 2020

for the Western District of Texas

CLERK, U.S. DISTRICT COURT WESTERN DISTRICT OF TEXAS BY [Signature] DEPUTY CLERK

Cesar Diaz-Frances

San Antonio Division

SA20CA0276

FB

Case No.

(to be filled in by the Clerk's Office)

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

City of Blanco, As Code Inspector v- Will Davis

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT AND (REQUEST FOR INJUNCTION)

Submitted under separate cover.

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address

Cesar Diaz-Frances
P.O. Box 1066
Blanco, Blanco County
Texas, 78606
(210) 663-4869
cdiazfrances@yahoo.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Defendant No. 1

Name
Job or Title (if known)
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address (if known)

City Of Blanco,
Office of Code Compliance
P.O. Box 750
Blanco, Blanco County
Texas 78606
830-833-4525
Courtclerk@cityofblanco.com

Defendant No. 2

Name
Job or Title (if known)
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address (if known)

↳ as City Code Inspector of Will Davis

Defendant No. 3

Name
Job or Title (if known)
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address (if known)

Defendant No. 4

Name
Job or Title (if known)
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address (if known)

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

Federal question

Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Stripped of "Due Process", Stripped of "Civil Rights"

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, (name) _____, is a citizen of the State of (name) _____.

b. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) _____, is a citizen of the State of (name) _____ . Or is a citizen of (foreign nation) _____.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

b. If the defendant is a corporation

The defendant, (name) _____, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____
Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

\$200,000.00 or more.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the injunction or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur?

In Blanco County, specifically in Blanco, Texas.

B. What date and approximate time did the events giving rise to your claim(s) occur?

9:00 P.M. on a public place, when 3 frivolous city code violations were served with a ^{municipal} court citation by the Blanco Police.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

C. What are the facts underlying your claim(s)? (For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)

In front of about 30 people I was humiliated while being served 3 false and frivolous City Code violations. Have been brought to court every month for past 6 months and I have not committed a crime. City Code Inspector, city prosecutor, City Judge and Blanco Police involved

IV. Irreparable Injury

Explain why monetary damages at a later time would not adequately compensate you for the injuries you sustained, are sustaining, or will sustain as a result of the events described above, or why such compensation could not be measured.

I own a Self Storage Business, which I have been forced to neglect due to the amount of harassment and the constant intent to resolve the malicious prosecution. Have had to by force litigate and consult attorney in Austin, TX, Attorney in Houston TX. The situation has affected my health and wellbeing (High blood pressure) after checking in at emergency hospital. Severe infliction of emotional distress. I was forced also to interrupt a child custody process out of state "New Jersey" due to the malicious prosecution.

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

- lost income
- Tenants have fallen into theft of Service and then moved out, due to me being unable to run my storage facility.
- lost money on my personal child custody case to the point that I had to abandon the litigation due to excessive time and energy, for almost a year dealing with this situation that needs to stop. City has attempted to harm me in any possible way, like cut my water and sewer. The city was reported by me on a complaint to TCEQ so I could prove they were ones needing cleanup on their lot behind my business.

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.


A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 03/06/2020

Signature of Plaintiff

Printed Name of Plaintiff


Cesar Diaz-Frances

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the

Cesar Diaz-Frances

Plaintiff(s)

v.

City of Blanco

Defendant(s)

Civil Action No.

SA-20-CA-276-FB
(HJB)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

City of Blanco
300 Peran Street
P.O. Box 750
Blanco, TX 78606

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Cesar Diaz-Frances
P.O. Box 1066
Blanco, TX 78606

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT Jeannette J. Clack

Date: Aug/04/2020

Diana Garcia
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Cesar Diaz-Frances

Plaintiff(s)

v.

Blanco County Tax Assessor/Collector's Office - Blanco

Defendant(s)

Civil Action No.

SA-20-CA-276-FB (HJB)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Blanco County Tax Assessor/Collector's Office - Blanco 402 Blanco Ave. Blanco, TX 78606

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Cesar Diaz-Frances P.O. Box 1066 Blanco, TX 78606

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT Jeannette J. Clack

Diana Garcia

Signature of Clerk or Deputy Clerk

Date:

August/04/2020

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Cesar Diaz-Frances

Plaintiff(s)

v.

Security State Bank & Trust

Defendant(s)

Civil Action No.

SA-20-CA-276-FB
(HJB)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Security State Bank & Trust
201 West Main
P.O. Box 471
Fredericksburg, TX 78624

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Cesar Diaz-Frances
P.O. Box 1066
Blanco, TX 78606

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT Jeannette J. Clack

Date: August/04/2020

Diana Garcia

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Cesar Diaz-Frances

Plaintiff(s)

v.

Civil Action No.

SA-20-CA-276-FB

(HJB)

Blanco County Appraisal District

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Blanco County Appraisal District
615 North Nugent
P.O. Box 338
Johnson City, TX 78636

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Cesar Diaz-Frances
P.O. Box 1066
Blanco, TX 78606

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

August/04/2020

CLERK OF COURT Jeannette J. Clack

Diana Garcia

Signature of Clerk or Deputy Clerk