

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

DATE: 9-11-18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: PAUL GRANBERG

DEPARTMENT ROAD + BRIDGE PCT 4

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>CONTRACT LABOR</u>	<u>CONTRACT LABOR</u>	<u>320</u>	<u>5000</u>
TO: <u>ROAD MATERIALS</u>	<u>ROAD MATERIALS</u>	<u>318</u>	<u>500.00</u>


Reason for request:

NEED POT HOLE PATCH MATERIAL

Note: This change is the budget for county purposes is in accordance with 1 Changes in Budget for County Purposes" of the Local Government Code.

Paul Granberg  
Department Head Signature

Brett Berg 9/11  
Co Judge/Commissioners Court Approval  
(as needed)

9/11/18  
Funds are available.  


COPY

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 8/13/18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: PCT 2

DEPARTMENT \_\_\_\_\_

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>312</u>	<u>FUEL</u>	<u>312</u>	<u>\$25.00</u>
TO:	<u>314</u>	<u>SIGN</u>	<u>314</u>	<u>\$25.00</u>

Reason for request:

\_\_\_\_\_  
\_\_\_\_\_

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

[Signature]  
Department Head Signature

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

9-14-18

Funds are available.

[Signature]

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

DATE: 9/10/18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Chris Liesmann

DEPARTMENT R+B PA#3

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>R+B</u>	<u>Misc</u>	<u>15-560-310</u>	<u>452.46</u>
		<u>Fuel</u>	<u>15-560-312</u>	<u>777.07</u>
TO:	<u>R+B</u>	<u>Road materials</u>	<u>15-560-318</u>	<u>1229.63</u>

Reason for request:

Need more material to patch with

Note: This change in the budget for county purposes is in accordance with 111.01 "Changes in Budget for County Purposes" of the Local Government Code.

[Signature]  
Department Head Signature

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

9/10/18  
Funds are available.  
[Signature]

# BLANCO COUNTY REQUEST FOR A LINE-ITEM TRANSFER

DATE: 19-Sep-18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Tommy Weir Blanco County Commissioner

DEPARTMENT Precinct1 Road & Bridge

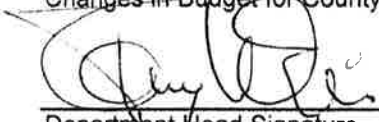
I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>erts &amp; Cattle Guards</u>		15-540-316	\$1,200.00
TO: <u>Equipment Maint.</u>		15-540-308	\$1,200.00

Reason for request:

Purchase Wet Steam Pressure Washer  
To clean Oil Distributor, Oil Tanks, Other Equipment  
Also to Steam clean Compactors and Containers in Recycle

Note: This change in the budget for county purposes is in accordance with 111.001 "Changes in Budget for County Purposes" of the Local Government Code.

  
 Department Head Signature

  
 Co Judge/Commissioners' Court Approval  
 (as needed)

Funds are available.  
9-19-18

8

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

DATE: 9-19-18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: PAUL GRANBERG

DEPARTMENT ROAD + BRIDGE PCT 4

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>Pct 4 AtB</u>	<u>FUEL</u>	<u>15-570-312</u>	<u>1000.00</u>
TO: <u>Pct 4 RdB</u>	<u>EQUIPMENT MAINT</u>	<u>15-570-368</u>	<u>1000.00</u>

Reason for request:

PRESSURE WASHER

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.

Paul Granberg  
Department Head Signature

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

Brett Bray  
Co Judge/Commissioners' Court Approval  
(as needed)

# Blanco County Commissioners' Court

25-Sep-18

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	69,439.83
013	Hot Check Fund	17.31
015	Road & Bridge Fund	6,166.36
017	Records Mngmnt Clerk	2,730.00
022	Hazardous Waste	170.00
<b>Total</b>		<b>78,523.50</b>

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

Attest County Auditor: *Cindy G Kent* Date 09/20/18

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

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

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

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

-----  
 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
BURNET COUNTY TREASURER	66723	A	DRUG COURT PROGRAM	84.83
DEPARTMENT TOTAL				84.83
0400-COUNTY JUDGE EXPENSES				
BRETT BRAY	66786	A	REIMBURSEMENT	109.00
DEPARTMENT TOTAL				109.00
0410-COUNTY CLERK				
CDCAT REGION IV	66790	A	FALL CONFERENCE REGION IV - WALLA	15.00
DEPARTMENT TOTAL				15.00
0412-DISTRICT CLERK				
JOHNSON CITY PUBLICATIONS LP	66820	A	INV#48303 DIST CLERK	19.75
JOHNSON CITY PUBLICATIONS LP	66821	A	INV#48305 DIST CLERK	19.75
DEPARTMENT TOTAL				39.50
0420-TAX ASSESSOR/COLLECTOR				
BUSINESS CENTER PRINT & OS	66787	A	INV#132966.1 TAC	350.77
BUSINESS CENTER PRINT & OS	66788	A	INV#132596S TAC	24.99
BUSINESS CENTER PRINT & OS	66789	A	INV#132960 TAC	130.79
HILL COUNTRY IT	66807	A	INV#241 TAC	321.50
KRISTEN SPIES, BLANCO COUNTY TAX AS	66825	A	BLANCO CO TAC AUTO	59.39
KRISTEN SPIES, BLANCO COUNTY TAX AS	66826	A	BLANCO CO TAC SALES TAX	59.39
DEPARTMENT TOTAL				946.83
0425-COUNTY SHERIFF				
A T & T MOBILITY	66767	A	ACCT #287272104256	87.86
BLANCO COUNTY TAX ASSESSOR-COLLECT	66783	A	LICENSE TAG #1199657 LEC	7.50
DELL MARKETING L.P.	66795	A	INV#10266613469 LEC	642.36
EXPRESS AUTOMOTIVE SERVICE	66797	A	INV#3751389 LEC	50.94
EXPRESS AUTOMOTIVE SERVICE	66798	A	INV#3751395 LEC	69.84
EXPRESS AUTOMOTIVE SERVICE	66799	A	INV#3751564 LEC	49.73
GT DISTRIBUTORS, INC	66804	A	INV#1829974 LEC	112.90
GT DISTRIBUTORS, INC	66805	A	INV#0675133 LEC	907.05
HILL COUNTRY IT	66809	A	INV#231 LEC	49.20
JOHNSON CITY HYDRO GAS	66751	A	ACCT #2570 LEC	513.12
JULIANN BUSSEY	66822	A	REIMBURSEMENT	672.76
LEATRICE ELSBURY	66827	A	REIMBURSEMENT	162.70
MILLER UNIFORMS & EMBLEMS, INC.	66831	A	INV#120409 LEC	361.40
OFFICESUPPLY.COM	66836	A	INV#3053406 LEC	330.39
PAY AND SAVE INC.	66837	A	ACCT#137002 LEC	45.87
PEDERNALES ELECTRIC COOP	66765	A	INV #955 LEC	3,795.09
PERFORMANCE FOOD SERVICE	66839	A	INV#9268154 LEC	967.03
PERFORMANCE FOOD SERVICE	66840	A	INV#9268154 LEC	13.94
PERFORMANCE FOOD SERVICE	66841	A	INV#9275396 LEC	1,265.13
PERSONNEL EVALUATION INC	66758	A	INV #28984 LEC	20.00
PETERSON TIRE	66844	A	INV#BL30152 LEC	15.00
PETERSON TIRE	66845	A	INV#JC28974 LEC	7.00
ROBBIN PATTERSON	66849	A	REIMBURSEMENT	314.91
TEXAS A&M ENGINEERING EXT SRV	66852	A	INV#RJ7245669 LEC	150.00
TIME WARNER CABLE	66759	A	ACCT #8260 16 1060144399 LEC	570.00
DEPARTMENT TOTAL				11,181.72
0432-COUNTY AUDITOR				
CINDY LENT	66791	A	REIMBURSEMENT	237.58
LLANO COUNTY AUDITOR/TREASURER	66754	A	1/2 HEALTH INSURANCE LENT	4,430.04
DEPARTMENT TOTAL				4,667.62

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BLANCO PHARMACY & WELLNESS	66722	A	MANDATED INDIGENT HLTH CARE	80.00
JOHNSON CITY PHARMACY	66750	A	MANDATED INDIGENT HLTH CARE	133.96
DEPARTMENT TOTAL				213.96
0440-COUNTY EXTENSION AGENCY				
QUILL CORPORATION	66847	A	INV#9521869 AG EXT	55.97
DEPARTMENT TOTAL				55.97
0445-EMERGENCY MANAGEMENT				
CITY OF MARBLE FALLS	66793	A	INV#12311 ER MGMT	500.00
DIALTONESERVICEES L.P.	66738	A	ACCT #10000001443 CONST.1	6.99
DIALTONESERVICEES L.P.	66739	A	ACCT #10000001485 PCT 2	6.99
DIALTONESERVICEES L.P.	66740	A	ACCT #10000001486 CONST 1	6.99
DIALTONESERVICEES L.P.	66741	A	ACCT #10000001487 EMC	6.99
DIALTONESERVICEES L.P.	66742	A	ACCT #10000001488 CO JUDGE	6.99
DIALTONESERVICEES L.P.	66743	A	ACCT #10000001489 SHERIFF	6.99
DEPARTMENT TOTAL				541.94
0450-JUDICIAL EXPENSES				
BRETT SHEW	66768	A	CASE #5686	200.00
BRETT SHEW	66769	A	CASE #5769	200.00
BRETT SHEW	66770	A	CASE #5766	200.00
FRONTIER COMMUNICATIONS	66777	A	830-868-7986 JUDICIAL	188.31
MATTHEW L. RIENSTRA	66755	A	CASE #CR01598	325.00
THOMAS M FELPS	66859	A	CASE #05633	500.00
THOMAS M FELPS	66860	A	CASE #05644	390.00
THOMAS M FELPS	66861	A	CASE #05659	390.00
TRAVIS COUNTY CLERK	66760	A	INV #18-001587	429.00
TRAVIS COUNTY CLERK	66761	A	INV #18-001643	454.00
DEPARTMENT TOTAL				3,276.31
0451-DISTRICT JUDGE				
ALAN GARRETT	66762	A	JUVENILE BOARD COMP	100.00
BURNET COUNTY TREASURER	66726	A	AUGUST 2018 DISTRICT JUDGE	6,535.55
EVAN C. STUBBS	66763	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				6,735.55
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	66725	A	AUGUST 2018 DISTRICT ATTORNEY	19,759.43
DEPARTMENT TOTAL				19,759.43
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	66752	A	SEPTEMBER 2018	4,470.91
DEPARTMENT TOTAL				4,470.91
0455-COMMUNITY SERVICES				
LINDA HOWARD	66753	A	REIMBURSE FOR SUPPLIES	23.51
DEPARTMENT TOTAL				23.51
0460-STATE AGENIES SERVICES				
FRONTIER COMMUNICATIONS	66862	A	830-868-4008 ADULT PROBATION	196.98
DEPARTMENT TOTAL				196.98
0500-COURTHOUSE EXPENSES				
AQUA TREATMENT SERVICES	66721	A	INV #5834 FAIR GROUNDS	110.00
CANON FINANCIAL SERVICES, INC.	66727	A	INV #19217062 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	66728	A	INV #19217063 LEC	60.20



DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
CANON FINANCIAL SERVICES, INC.	66729	A	INV #19217064 TAC	35.52
CANON FINANCIAL SERVICES, INC.	66730	A	INV #19217065 EXTENSION	37.92
CANON FINANCIAL SERVICES, INC.	66731	A	INV #19217066 CO CLERK	118.81
CANON FINANCIAL SERVICES, INC.	66732	A	INV #19217067 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	66733	A	INV #19217068 JP 1	44.18
CANON FINANCIAL SERVICES, INC.	66734	A	INV #19217069 LEC	88.56
CANON FINANCIAL SERVICES, INC.	66735	A	INV #19217070 MAILROOM	359.34
CANON FINANCIAL SERVICES, INC.	66736	A	INV #19217071 LEC	173.87
CANON FINANCIAL SERVICES, INC.	66737	A	INV #19217061 DIST CLERK	142.35
CITY ELECTRIC SUPPLY COMPANY	66792	A	INV#MBF/050872 CH	42.30
EXPRESS AUTOMOTIVE SERVICE	66796	A	INV#3751433 CO. MAINTENANCE	39.99
FRONTIER COMMUNICATIONS	66774	A	830-868-7208 INDIGENT	4.70
FRONTIER COMMUNICATIONS	66775	A	830-868-4266 COURTHOUSE & ANNEX	1,246.87
FRONTIER COMMUNICATIONS	66776	A	830-868-2228 FAX ELEV	311.29
GOVDEALS	66744	A	ACCT #1231	678.17
GRAVES HUMPHRIES, STAHL, LIMITED	66745	A	REPORT #COL005 JP 4	1,053.57
GULF COAST PAPER CO. INC.	66806	A	INV#1559280	239.84
GVTC	66747	A	830-833-4212 INTERNET	109.91
GVTC	66764	A	830-833-5331 INTERNET	74.96
HILL COUNTRY CAC	66766	A	CASE #2018-08-21-5578	533.00
HILL COUNTRY IT	66808	A	INV#240 S. ANNEX	600.00
HILL COUNTRY REFRIGERATION	66810	A	INV#66504 LEC	135.50
JOHNSON CITY PUBLICATIONS LP	66813	A	INV#48290	60.00
JOHNSON CITY PUBLICATIONS LP	66814	A	INV#48291	19.75
JOHNSON CITY PUBLICATIONS LP	66815	A	INV#48292	157.50
JOHNSON CITY PUBLICATIONS LP	66816	A	INV#48298	19.75
JOHNSON CITY PUBLICATIONS LP	66817	A	INV#48300	157.50
JOHNSON CITY PUBLICATIONS LP	66818	A	INV#48302	22.80
JOHNSON CITY PUBLICATIONS LP	66819	A	INV#48285	60.00
ODIORNE FEED/RANCH SUPPLY INC	66835	A	INV#136636 CH	113.00
PAY AND SAVE INC.	66838	A	ACCT#137002 CH	29.90
PEDERNALES ELECTRIC COOP	66757	A	INV #955 COUNTY	3,034.52
THOMSON WEST	66853	A	INV#838952496	115.83
VERTICAL BRIDGE TOWER II, LLC	66772	A	INV #000191895	619.03
DEPARTMENT TOTAL				10,829.35
0510-CERTIFICATES OF OBLIGATION				
BROADWAY BANK	66724	A	LOAN #175510000	400.00
DEPARTMENT TOTAL				400.00
0515-JUSTICE OF THE PEACE PCT #1				
POSTMASTER/BOX RENT	66846	A	BOX RENT #405 JP1	56.00
DEPARTMENT TOTAL				56.00
0520-JUSTICE OF THE PEACE #4				
GVTC	66748	A	830-833-4212 JP 4	339.54
H.R. 'BOB' RILEY, JR.	66811	A	REIMBURSEMENT	108.09
NORTHEAST TEXAS DATA CORP.	66756	A	REPORT #CAS017 JP 4	54.00
DEPARTMENT TOTAL				501.63
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	66784	A	ACCT#2411 RECYCLING	22.00
BLANCO HYDRO GAS CO.	66785	A	ACCT#2411 RECYCLING	13.75
FASTENAL COMPANY	66800	A	REF#TX001106028 PCT 4	203.58
STALEY ENTERPRISES	66851	A	INV#92650 RECYCLING	1,502.23
WESCUOT ENTERPRISES	66848	A	INV#9422 RECYCLING	435.00
DEPARTMENT TOTAL				2,176.56
0560-GENERAL FUND CAPITAL EQUIPMENT				

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
MILLER UNIFORMS & EMBLEMS, INC.	66830	A	INV#120464 LEC	892.33
MILLER UNIFORMS & EMBLEMS, INC.	66832	A	INV#120467 LEC	847.70
MILLER UNIFORMS & EMBLEMS, INC.	66833	A	INV#120279 LEC	937.20
DEPARTMENT TOTAL				2,677.23
0585-COUNTY INSPECTOR				
GARY HOBBS TIRE SERVICE	66803	A	INV#14788 CO INSPECTOR	480.00
DEPARTMENT TOTAL				480.00
FUND TOTAL				69,439.83

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-HOT CHECK FUND EXPENSES	KIMBERLY AYERS	66771	A	REIMBURSE FOR OFFICE SUPPLIES	17.31
	DEPARTMENT TOTAL				17.31
	FUND TOTAL				17.31

DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0540-R&B PCT #1					
BLANCO COUNTY TAX ASSESSOR-COLLECT	66780	A	LICENSE TAG #9049769 PCT1		22.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	66781	A	LICENSE TAG #9049772 PCT 1		7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	66782	A	LICENSE TAG #1107279 PCT 1		22.00
FASTENAL COMPANY	66801	A	REF#TX001106029 PCT 1		357.62
GVTC	66746	A	830-833-5331 PCT 1		38.75
HVE PIPE & FEED	66812	A	ORDER#1301357 PCT 1		172.65
KIRK FELPS	66824	A	INV#66307 PCT 1		48.11
PETERSON TIRE	66842	A	INV#BL30246		20.00
THIRD COAST DISTRIBUTING, LLC	66855	A	INV#753305 PCT 1		32.98
DEPARTMENT TOTAL					721.61
0550-R&B PCT #2					
ALL CLEAR AUTO GLASS	66779	A	INV#5192 PCT 2		289.00
COMMERCIAL ALTERNATOR & START	66858	A	INV#12430 PCT 2		252.92
FRONTIER COMMUNICATIONS	66773	A	830-868-4471 PCT 2		100.68
MATT MCMAIN	66829	A	INV#101 PCT 2		115.00
PETERSON TIRE	66843	A	INV#JC28907 PCT 2		98.75
THIRD COAST DISTRIBUTING, LLC	66854	A	INV#753473 PCT 2		22.98
DEPARTMENT TOTAL					879.33
0560-R&B PCT #3					
GARY HOBBS TIRE SERVICE	66802	A	INV#14800 PCT 3		350.25
MARBLE FALLS GLASS & MIRROR	66828	A	INV#427 PCT 3		350.00
VULCAN CONSTRUCTION MATERIALS, LP	66856	A	INV#61787263 PCT 3		1,631.03
VULCAN CONSTRUCTION MATERIALS, LP	66857	A	INV#61792722 PCT 3		1,561.18
DEPARTMENT TOTAL					3,892.46
0570-R&B PCT #4					
GVTC	66749	A	830-833-1077 PCT 4		37.90
KIRK FELPS	66823	A	INV#66342 PCT 4		233.98
SEYMOURS GARAGE	66850	A	INV#31196 PCT 4		401.08
DEPARTMENT TOTAL					672.96
FUND TOTAL					6,166.36

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
BUSINESS INK	66794	A	INV#243052 CO CLERK	784.60
NORTHEAST TEXAS DATA CORP.	66834	A	INV#19305 CO CLERK	1,945.40
DEPARTMENT TOTAL				2,730.00
FUND TOTAL				2,730.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-HAZARADOUS WASTE EXPENSES				
A-JOHN PORTABLE TOILET RENTALS	66778	A	INV#8110 HHW EVENT	170.00
DEPARTMENT TOTAL				170.00
FUND TOTAL				170.00

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

78,523.50



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

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: November 6, 2018

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (830) 868-7357

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 65  
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 4GB Jump Drive (Version 5.2.2.0)	3	\$5,750.00	\$17,250.00
2	DS200 Tote Bin	3	\$225.00	\$675.00
3	DS200 4GB Jump Drive (Additional)	3	\$105.00	\$315.00
4	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive, and Power Supply with AC Cord (Version 5.2.2.0)	6	\$3,325.00	\$19,950.00
5	ExpressVote BMD Soft-Sided Carrying Case	6	\$175.00	\$1,050.00
6	ExpressVote BMD Privacy Canopy	6	\$39.95	\$239.70
7	ExpressVote BMD 4GB Flash Drive (Additional)	6	\$105.00	\$630.00
8	DS200 Equipment Installation	3	Included	Included
9	ExpressVote BMD Equipment Installation	6	Included	Included
10	Shipping Shipping & Handling	1	\$555.00	\$555.00

<b>Order Subtotal</b>	<b>\$ 40,664.70</b>
<b>Customer Discount</b>	<b>(\$3,758.76)</b>
<b>Order Total</b>	<b>\$ 36,905.94</b>

**Freight Billable:** yes  no

Matt Kunz  
 Regional Sales Manager

\_\_\_\_\_  
 Customer Signature Date

\_\_\_\_\_  
 V.P. of Finance Date

\_\_\_\_\_  
 Title

**Special Notes:**  
 \_\_\_\_\_



# Sales Order Agreement

<b>Payment Terms</b>	Order Total Payable as follows: (i) 12,423.37 due on or before October 15, 2018, and (ii) \$12,423.37 due on or before October 15, 2019 and October 15, 2020, for a total of three (3) Payments.  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.
<b>Warranty Period (Years):</b>	One (1) Year From Equipment Delivery
<b>Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)</b> 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

## GENERAL TERMS

1. **Purchase/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. 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. 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.
2. **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 related 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.
3. **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.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 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 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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 from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
12. **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 to a successor who has asserted its intent to continue the 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.
13. **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 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.

14. **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 14(ii) and 14(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.

15. **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), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.



September 11, 2018

Blanco County Law Enforcement Center  
400 S HWY 281  
Johnson City, TX 78636

Dear Dave Pilon:

Thank you for choosing Johnson Controls, Inc. for the service and support of your fire and life safety systems. Your Johnson Controls Service Agreement will renew on October 1, 2018 with the following parameters:

Customer Number: 2074926  
Contract Number: 21528090  
Service Location: 400 S Hwy 281  
Systems Protected: Fire Alarm, Sprinkler, Kitchen Hood  
Coverage Level: Silver  
Term: 1 year  
Annual Price: \$2,180.00

Please sign and return a copy of this letter prior to the contract renewal date stated above to avoid lapse in coverage. SimplexGrinnell terms and conditions will apply.

PO# (if required) \_\_\_\_\_  
Customer Signature: \_\_\_\_\_

Please submit signed letter and/or PO using one of the methods listed below:

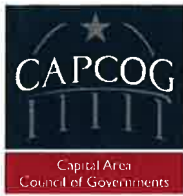
Mail: Tyco SimplexGrinnell, 1608 Royston Ln, Round Rock, TX 78664  
Fax: 512-634-1819  
E-mail: [angela.bremar@jci.com](mailto:angela.bremar@jci.com)

Thank you for your continued business. Please feel free to contact us with any questions at 361-225-9286.

Sincerely,

*Angela Bremar*

Johnson Controls, Inc.  
1608 Royston Ln, Round Rock, TX 78664  
361-225-9286  
[www.tycosimplexgrinnell.com](http://www.tycosimplexgrinnell.com)



# Executive Committee Nomination Form

I, \_\_\_\_\_, representing \_\_\_\_\_  
(Please print name) (Name of Jurisdiction)

place my name in nomination for the following seat on Capital Area Council of Governments (CAPCOG) Executive Committee (Check one appropriate designation):

- Representative of a County
- Representative of the City of Austin
- City with population of more than 100,000
- City with population between 25,000 and 100,000
- City with population under 25,000
- At-Large

With my signature below, I acknowledge the following:

- I am a designated representative to the CAPCOG General Assembly for my jurisdiction.
- I am an elected or newly-elected (and not yet sworn in) official of the governing body of my jurisdiction.
- I understand that membership on the Executive Committee requires my attendance at meetings on the second Wednesday of every month, and that per the bylaws, three absences may result in vacating the seat.
- I understand that this nomination is to fulfill the position for a full year, for a term from January 1, 2019 to expire December 31, 2019.
- I understand in order to serve on the Executive Committee my jurisdiction must pay its CAPCOG membership dues by December 1, 2018.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BB  
sign + date

*This form may be submitted to CAPCOG as follows:*

Mail  
Capital Area Council of  
Governments  
6800 Burleson Road  
Building 310, Suite 165  
Austin, TX 78744

Fax  
512-916-6001  
Attn: Cathy Avila

Email  
[cavila@capcog.org](mailto:cavila@capcog.org)

Please be sure to sign the form. It is due to the CAPCOG offices by **Friday, Sept. 28, 2018.**



TEXAS ASSOCIATION of COUNTIES  
RISK MANAGEMENT POOL

## Workers' Compensation Renewal Questionnaire

### Blanco County

Coverage Period: January 1, 2019 through January 1, 2020

Thank you for participating in the TAC Risk Management Pool's Workers' Compensation program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative (listed below) at 800-456-5974.

Member Service Representative: Ms. Bianca Prado-Espinoza

Email: BiancaP@county.org

### Pool Coordinator/Workers' Compensation Coordinator

Our records indicate that the Member has designated the individual below as the contact for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Contact: Hon. Camille H. Swift

Email: bctreas@co.blanco.tx.us

Office Phone Number: (830) 868-4566

Fax Number: (830) 868-7788

Mailing Address: PO Box 471

City, State, Zip: Johnson City, TX, 78636-0471

### General Information

- |  |           |
|--|-----------|
| 1. Do you use a manned aircraft in any capacity?   | Yes or No |
| If Yes: Are your pilots employees?   | NO        |
| If yes, please complete the Aircraft and Aircraft and Pilot info tabs.   |           |
| Are your pilots volunteers?  |           |
| If yes, and you desire to include Workers' Compensation coverage please complete the Aircraft and Aircraft and Pilot info tabs.                            |           |
| 2. Do you have operations involving the loading, unloading, repair, or construction of watercraft or vessels, including work performed on barges or docks? | NO        |
| 3. Do you own, operate, or maintain a railroad, or own, lease, operate, or repair railroad equipment?  | NO        |
| 4. Do you engage in manufacturing, handling, transporting, distributing, or storing explosives or explosive substances (other than gasoline)?              | NO        |
| 5. Do you perform any underground, subaqueous, or tunneling operations?  | NO        |
| 6. Do you provide group transportation for employees to and from the workplace?  | NO        |
| If Yes:  |           |
| * Average number of employees in a vehicle per trip:   |           |
| * Maximum number of employees in a vehicle per trip:   |           |
| * Average number of daily trips:   |           |
| 7. Do you have a County Fire Department that contracts with the state or National Forest Service to fight wildland fires?                                  | NO        |
| If Yes: Please advise in the last 5 years for each fire the number of employees and duration in the explanation box below.                                 |           |

For any "Yes" responses to the questions above, please provide a brief explanation:

### Unreported Claims

- |   |           |
|---|-----------|
| 1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? | Yes or No |
|   | NO        |

If yes, please describe:

2. Has the situation been reported to TAC Claims Department?

## Acknowledgement and Acceptance

### Member Name: Blanco County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.

Signature of County Judge or presiding official of the Political Subdivision

Date

BB  
(5/2)



**POLITICAL SUBDIVISION WORKERS' COMPENSATION ALLIANCE  
ELECTION FORM**

I elect to participate in the Political Subdivision Workers' Compensation Alliance.

\_\_\_\_\_  
Effective Date of Alliance Participation

I elect NOT to participate in the Political Subdivision Workers' Compensation Alliance.

\_\_\_\_\_  
Termination Date of Alliance Participation

Blanco County  
Company

Hon. Camille H. Swift, Blanco County Treasurer  
Printed Name and Title

\_\_\_\_\_  
Signature of Workers' Compensation Coordinator or Pool Coordinator      Date



# FAQs on Direct Contracting and the Alliance

## 1. What is the Alliance?

The Alliance is the Political Subdivision Workers' Compensation Alliance, a joint contracting partnership of five risk pools: Texas Association of Counties Risk Management Pool (TACRMP), Texas Association of School Boards Risk Management Fund (TASB RMF), Texas Municipal League Intergovernmental Risk Pool (TML IRP), Texas Council Risk Management Fund (TARMF), Texas Water Conservation Association Risk Management Fund (TWCARMF).

## 2. Why was the Alliance formed?

The Alliance was formed to exercise the option to directly contract with health care providers in order to provide workers' compensation medical benefits to injured employees of each of the pools and to encourage better return to work outcomes.

## 3. What should we expect from the Alliance?

Through direct contracting, the members of the participating risk pools should see more stability and continuity of care for injured employees; greater access to commonly needed specialist; and reductions in the controversy over payment of care compared to the current system.

## 4. Can anyone join the Alliance?

No. The Alliance was formed solely as a benefit for members of TACRMP, TASB RMF, TML IRP, TCRMF, and TWCARMF.

## 5. Are we required to notify our employees about the Alliance contracted provider panel?

Political subdivisions, as defined in Chapter 504 of the Texas Labor Code, are not required to send notices of use of a provider panel to injured employees. However, injured employees should be notified of the requirements and consequences of not treating with one of these providers should they choose to opt-in to network participation. Each pool has developed recommendations for these notifications. Please contact your adjuster for further assistance with this.

arranged with the individual respective pool. To discuss the possibility of an exception, please contact your adjuster.

**11. What should an injured employee do in an emergency situation?**

If an injured employee experiences a medical emergency, the injured employee is not required to seek treatment with a contracted provider. He or she may go to the nearest emergency facility. Following emergency treatment, the injured employee will be required to seek treatment with an Alliance contracted provider.

**12. What should an injured employee do if an Alliance contracted provider is not available to treat that employee?**

Aside from emergency situations, the injured employee should contact his or her employer or the claims adjuster for further assistance. The Alliance is designed to promote open communication between the provider, the injured worker and adjusters.

**13. How do I get a provider on the contracted provider panel who is currently not on the participation list?**

Visit the Alliance website at [www.pswca.org](http://www.pswca.org) or call 866-99-PSWCA to nominate a provider for the Alliance contracted provider panel. A nomination will not necessarily guarantee the provider will be contracted with the Alliance.

**14. Can an injured worker treat with a provider in another service area, city, or county?**

Unlike a Chapter 1305 certified network, the direct contracting provisions allows an injured worker to choose any doctor from the panel as his or her treating doctor, as long as the doctor chosen is designated as "treating" on the PSWCA list. If an injured worker chooses a doctor in a county that is more than 30 miles away and treatment is reasonably available within 30 miles, the adjuster may dispute mileage requests.

**15. What is the process if there is a dispute regarding compensability issues?**

Once the use of an Alliance contracted provider panel is in place, there will be no change to the dispute resolution process of compensability issues. The injured employee's adjuster will continue to coordinate the resolution of these issues.



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## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Agreement (the "**Agreement**") is entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ between Blanco County, TX \_\_\_\_\_ ("**Customer**"), and KNOWiNK, LLC ("**KNOWiNK**").

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("**EPBs**") system known as the KNOWiNK Poll Pad System (the "**System**"), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the "**Services**") for, and license such software (the "**Software**") to, Customer;

WHEREAS, Hart InterCivic, Inc. ("**Service Provider**") will perform certain support Services (as indicated below or in an exhibit) under this Agreement;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

### 1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in quotes signed by both parties ("**Quote**").

### 2 LICENSE AND SUPPORT; RESTRICTIONS:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third-party software, third party licenses may apply.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**") set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected. Neither custom data manipulation nor custom software work is included as a part of software or professional services, unless specified in the applicable Quote provided in **Exhibit B** or a future separate Quote.

- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.
- 2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
- 2.6. Subject to the terms and conditions of this Agreement, the Service Provider will provide Customer with tier-one phone support. KNOWiNK will provide all other Services, including implementation, any technical support other than tier-one phone support, Software Support Services, and training.

### 3. OBLIGATIONS:

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon shipment to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once shipment has been made.
- 3.2. On dates that are not Election Day events, KNOWiNK will require Service Provider to physically or remotely answer or respond to a service call request within eight (8) hours. On dates that are Election Day events, Service Provider's help desk will be available for calls one hour prior to polls opening to one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

### 4. TERM; TERMINATION:

- 4.1. The term of this Agreement ("**Term**") shall initially be one year, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer in writing at least 30 days prior to the end of the then-current term, the Term will renew annually upon payment of the annual License & Support Fee ("**Annual Fee**") for one-year renewal periods.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 4.3. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, and 10.5, and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

**5. PRICING:**

- 5.1. Prices for hardware shall be specified by Service Provider in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 5.2. The "Annual Fee" is the combined, annual fee for licensing (in the case of Software) and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or Exhibit B. Service Provider may increase the Annual Fee for a renewal term by including the new Annual Fee amount in the applicable invoice.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote, or if not specified, at KNOWiNK's then-current hourly rates. Additional charges may apply to Services e.g., travel, communication and other expenses.
- 5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Service Provider and KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Service Provider or KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Service Provider or KNOWiNK therefore.

**6. ORDERS:**

- 6.1. Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

**7. PAYMENT TERMS:**

- 7.1. Service Provider will invoice Customer for all software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Hardware may be billed separately by KNOWiNK or Service Provider. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.
- 7.2. Customer will be invoiced for payment for any Services upon conclusion of the service call. Except as otherwise provided in the applicable Quote, payments of such invoices will be due within 30 days of the applicable invoice.
- 7.3. The Annual Fee for the initial term is due upon execution of this Agreement and annually thereafter before expiration of the then current term. If Customer fails to timely pay an Annual Fee, Service Provider and/or KNOWiNK may immediately terminate all Software licenses and support and maintenance Services. Service Provider will submit invoices for Annual Fees approximately 90 days prior to the expiration of the then current term.
- 7.4. Amounts for all other Services shall be billed monthly, unless otherwise indicated in the applicable Quote. Payment will be due within 30 days of the applicable invoice.

- 7.5. Service Provider may impose interest on overdue payments. The rate of interest that accrues on an overdue payment is the rate in effect on September 1st of the fiscal year in which the payment becomes overdue. The rate in effect on September 1st is equal to the sum of (1) one percent; and (2) 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. If it is necessary for either party to bring and administrative or legal action to enforce their rights, the prevailing party is entitled to reasonable attorney fees. Service Provider shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 7.6. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWiNK or Service Provider of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

## 8. CONFIDENTIALITY:

- 8.1. "Confidential Information" means any confidential or proprietary information of a party, including information related to KNOWiNK's or Service Provider's business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (b) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. Except as otherwise required by applicable law, each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK, Service Provider or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK (or Service Provider, as applicable) all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).
- 8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

## 9. INDEMNIFICATION:

- 9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable

System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.

- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.
- 9.4. **Exclusive Remedies.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

#### 10. WARRANTY; LIMITATION OF LIABILITY:

- 10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK OR SERVICE PROVIDER, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK OR SERVICE PROVIDER TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK AND SERVICE PROVIDER HAVE NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK or Service Provider sells, licenses, or sublicenses any Third-Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK or Service Provider, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.
- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. Neither KNOWiNK nor the Service Provider will be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer or Service Provider creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

10.5. IN NO EVENT SHALL KNOWiNK OR SERVICE PROVIDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. SERVICE PROVIDER SHALL NOT HAVE ANY LIABILITY FOR THE ACTIONS OR OMISSIONS OF CUSTOMER OR KNOWiNK HEREUNDER. EACH OF KNOWiNK'S AND SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

**11. CONFLICTS:**

11.1. KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

**12. FORCE MAJEURE:**

12.1. Neither KNOWiNK nor Service Provider shall be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK or the Service Provider.

**13. RELATIONSHIP OF THE PARTIES:**

13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK and Service Provider employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or Service Provider employment.

13.2. Service Provider is an intended third-party beneficiary of this Agreement with the right to enforce this Agreement.

**14. DISPUTE RESOLUTION:**

14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

14.3. Notwithstanding the other provisions of this Section 12, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.



- 14.4. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

**15. GENERAL:**

- 15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.
- 15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.
- 15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.
- 15.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on **Exhibit A**, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

*(Signature page to follow)*

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

**CUSTOMER** (Blanco County, TX):

**KNOWiNK LLC:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**Exhibit A**

**General Information**

<b>Customer Jurisdiction Name:</b>	Blanco County Elections
<b>Licensed Location (City/State):</b>	Johnson City, TX
<b>Customer Contact(s):</b>	Kristen Spies
<b>Billing Address:</b>	P.O. Box 465
<b>City / State / ZIP:</b>	Johnson City, TX 78636
<b>Shipping Address (if different):</b>	101 E. Cypress St.
<b>City / State / ZIP:</b>	Johnson City, TX 78636
<b>Contact Telephone:</b>	(830) 868-7178
<b>Alternate Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	kspies@co.blanco.tx.us
<b>Service Provider Name:</b>	Hart InterCivic, Inc.
<b>Service Provider Contact Information:</b>	15500 Wells Port Drive Austin, TX 78728 800-223-4278 (phone) 800-831-1485 (facsimile)
<b>Service Provider Customer Support Contact Information and Hours (for tier-1 support):</b>	Support Center: 1-866-275-4278 (1-866-ASK-HART) Hours of Operation: 7AM-7PM Central Time, M-F After Hours: Leave a voicemail with contact information for return call

**Exhibit B (Quote)**

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**KNOWiNK LLC**

Jeremy Noland  
2111 Olive St  
St. Louis, MO 63103  
Phone: 855-765-5723  
Email: sales@knowink.com

S1203



**Bill To:**

*Kristen Spies*  
101 E. Cypress  
Johnson City, TX 78636

Customer: Blanco County TX Elections

**Ship To:**

*Kristen Spies*  
101 E. Cypress  
Johnson City, TX 78636

Contact: Kristen Spies

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
jeremy.noland	Net 30	Origin	UPS	Ground	09/11/2018

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	23020 - iPad 32gb - Space Grey, 6th Gen (MR7F2LL/A)	\$ 310.00	9 ea	\$ 2,790.00

BB  
S1203\*  
data

**Subtotal:** \$ 2,790.00  
**Sales Tax:** \$ 0.00  
**Total:** \$ 2,790.00

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



Quote Number 00003949  
 Account Name Blanco County, TX  
 Total Hart Price \$2,700.00

Item	Description	Unit Price	Quantity	Total Price
Poll Pad Software	Poll Pad software included at no charge for Year 1		9	
Custom Carrying Case for Poll Pad without Printer	Case for Poll Pad transport and storage	\$100.00	9	\$900.00
Poll Pad Stand		\$50.00	9	\$450.00
Poll Pad Stylus		\$2.50	18	\$45.00
Poll Pad Set-up and Delivery (Per Unit)	Poll Pad kitting, shipping, and handling	\$20.00	9	\$180.00
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	9	\$1,125.00
Total Hart Price				\$2,700.00

Additional Products (Not Provided or Invoiced by Hart)

Item	Description	Unit Price	Quantity	Total Price
Apple iPad (32 GB)	Tablet for Poll Pad software; must be purchased from third party (recommended vendor is KNOWINK)	\$310.00	9	\$2,790.00

Estimated Additional Product Price \$2,790.00  
 Estimated 1-Year Price \$5,490.00

Estimated Annual Recurring Fees (Beginning Year 2)

Item	Description	Unit Price	Quantity	Total Price
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	9	\$1,125.00
Total Annual Poll Pad Fees				\$1,125.00

Bill To P.O. Box 465

Ship To 101 E Cypress St.

# BLANCO COUNTY REQUEST FOR A LINE-ITEM TRANSFER

**DATE:** September 19, 2018

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

**FROM:** Kristen Spies

**DEPARTMENT** Tax Assessor Collector

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
<b>FROM:</b>	<u>10.420.306</u>	<u>Education</u>	<u>                    </u>	<u>\$ 1,200.00</u>
	<u>10.420.310</u>	<u>Miscellaneous</u>	<u>                    </u>	<u>\$ 500.00</u>
	<u>10.420.308</u>	<u>Equipment Repair/Maintenance</u>	<u>                    </u>	<u>\$ 500.00</u>
	<u>10.420.350</u>	<u>RTS Workstation</u>	<u>                    </u>	<u>\$ 1,000.00</u>
 <b>TO:</b>	 <u>10.420.320</u>	 <u>Computer</u>	 <u>                    </u>	 <u>\$ 3,200.00</u>

Reason for request:

To purchase Poll Pads in this physical year.

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

BB SIGN  
 + DATE  
 ←

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

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

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 9/19/18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Chris Liesman

DEPARTMENT Emergency Management

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

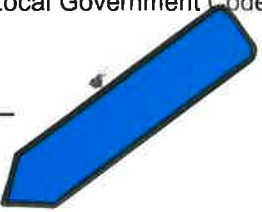
FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>General Fund</u>	<u>Maintenance of VHF Trunking</u>	<u>10-445-355</u>	<u>15,513.10</u>
TO: <u>Special Fund</u>	<u>VHF Trunking Improvement + Replacement</u>		<u>15,513.10</u>

Reason for request:

transfer money to special fund to be used for Radio Replacement  
when necessary and tower upgrades + improvements

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)

Co Judge/Commissioners' Court Approval  
(as needed)





COPY

## RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being granted permission to erect or have erected vendor edifices on certain Blanco County property, the receipt and sufficiency of which is hereby acknowledged, said certain property (the Property) to be specified below at the sole discretion of the County Judge or his designee/s, the Lights Spectacular organization (LIGHTS SPECTACULAR) hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (Agreement) as of the execution date set forth below.

1. **ACKNOWLEDGMENT OF RISKS:** LIGHTS SPECTACULAR recognizes and understands the risks associated with sponsorship of vendor events, including, but not limited to, bodily injury or death to persons, and damage to property. LIGHTS SPECTACULAR further acknowledges and understands that LIGHTS SPECTACULAR will be held liable for any and all damage to persons, vehicles, property, and/or improvements to property caused by LIGHTS SPECTACULAR and/or any persons (including, but not limited to, minors) under their care and control and/or invited, actually or constructively, by LIGHTS SPECTACULAR, and/or that rise out of, or are related to, LIGHTS SPECTACULAR's entry into the Property.
2. **APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, "claims" shall mean any past, present, and future losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorney's fees and court costs). The releases, waivers, and indemnities contained in this Agreement expressly shall apply regardless of whether the claims to be released, waived, or indemnified against rise, or are alleged to rise, from (i) negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, and/or strict liability, of Blanco County or its officers or employees (Released Parties); (ii) personal injury, death, or property damage; (iii) acts of any other persons or guests; (iv) any other risks or hazards associated with LIGHTS SPECTACULAR's entry into the Property.
3. **RELEASE FROM LIABILITY:** LIGHTS SPECTACULAR hereby releases, acquits, and forever discharges and waives any claim against any of the Released Parties that arise from or relate to LIGHTS SPECTACULAR'S entry into the Property, including, but not limited to, the types of claims enumerated in Paragraph 2. Without limiting the foregoing, LIGHTS SPECTACULAR agrees that the Released Parties shall not be liable to LIGHTS SPECTACULAR, its members or guests, for personal injury, property damage, or any other claims arising from or related to LIGHTS SPECTACULAR's entry into the Property.
4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** LIGHTS SPECTACULAR agrees to indemnify and hold harmless the Released Parties against any claims arising from LIGHTS SPECTACULAR's entry into the Property, including the types of claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, LIGHTS SPECTACULAR agrees to indemnify the Released Parties for any claims for injuries to any minor under LIGHTS SPECTACULAR's care and control and/or his or her parent/guardian, and for any claims asserted by, though, or under LIGHTS SPECTACULAR, arising from or related to LIGHTS SPECTACULAR's entry into the Property, including the types of claims

LIGHTS SPECTACULAR Initials: CS

COPY

enumerated in Paragraph 2. As used herein, "indemnify" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for claims asserted against them.

5. **RESTRICTIONS:** LIGHTS SPECTACULAR agrees that (i) the Property includes only the property specified below, (ii) the style of edifices, their anchoring means, and the specific times and dates of their placement are at the sole discretion of the County Judge or his designee/s, (iii) no stakes may be used, (iv) no political signage or advocacy will be allowed on the Property during the term of this Agreement, (v) no later than 1 PM on the day after the last day of the term of this Agreement, LIGHTS SPECTACULAR will assure that the Property is as clean or cleaner than it was at the term's beginning, and (vi) this and any later similar grant are valid only for a single specified term.

As further inducement to Blanco County to permit LIGHTS SPECTACULAR's entry into the Property, LIGHTS SPECTACULAR represents that LIGHTS SPECTACULAR understands that this is a complete and final release and indemnity agreement, that LIGHTS SPECTACULAR is freely and voluntarily entering into this Agreement, and that no representations, promises, or statements made by any Released Party, or any agent, attorney, or other representative of any Released Party has influenced LIGHTS SPECTACULAR in causing LIGHTS SPECTACULAR to execute this Agreement.

LIGHTS SPECTACULAR understands that this agreement shall be binding on LIGHTS SPECTACULAR's successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Blanco County, Texas. A determination that any part of this Agreement is invalid or unenforceable does not affect the validity of the remainder of this Agreement. LIGHTS SPECTACULAR agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

The Property: Pecan Street, Avenue G, Cypress Street and Nugent Street sides of perimeter of the Courthouse along with the Courthouse and Annex grounds and Annex parking lots.

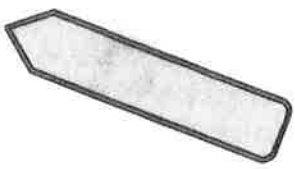
Term of this Agreement: From Execution Date below until terminated in writing by either party.

Execution Date: 9-12-18

CHRISTAL TAMILLO  
Printed name of Lights Spectacular Rep.

C. Tamillo  
Signature of Lights Spectacular Rep.

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



LIGHTS SPECTACULAR Initials: CS

**Memorandum of Understanding between  
Texas A&M AgriLife Extension Service and Blanco County  
Pertaining to Information Technology Services**

This MOU is between Texas A&M AgriLife Extension Service (“Extension”) and Blanco County (“County”) and is intended to clarify the parties’ responsibilities for information technology service and support (collectively “IT Services”) at the Blanco County AgriLife Extension Office (“County Extension Office”).

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

**I. TERM**

The term of this MOU is two years beginning on September 1, 2018 and ending on August 31, 2020. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days’ prior written notice to the other party.

**II. OBJECTIVE**

The purpose of this MOU is to document the parties’ understanding and responsibilities with regard to IT Services at the County Extension Office.

**III. PARTIES’ AGREEMENTS**

**A. FACILITY**

The County will ensure facilities provided to and occupied by the County Extension Office are equipped with data communications wiring that adhere to County’s information technology standards.

**B. ACCESS**

**1. Logical – Network and Internet Access**

County provides the County Extension Office with full Internet access. This access includes electronic mail service (“email”) to the Extension provided email. In addition, agents and staff in the County Extension Office may also have County email service if needed. Extension understands that Internet access is in accordance with County operations standards.

2. Cost associated with Internet service

County provides Internet service at no additional cost to Extension.

3. Physical (communications closets or server facility)

*Texas Administrative Code* (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

C. COMPUTER HARDWARE (includes printers, scanners, projectors)

1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized “Cost Share” program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under “Extension Standard Software Requirements.”

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

3. General Hardware Support:

Extension will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. Extension will contact County IT when needed to ensure IT operation standards are met. Extension will install software applications for remote support. AgriLife County Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

Expected Minimum Workstation management

- i. Microsoft Windows and Office patches maintained as current.
- ii. Adobe Acrobat patches maintained as current.
- iii. Chrome, Firefox, Flash and Java maintained as current when present.
- iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Registration of computer workstations:

Where AgriLife IT is the primary support provider all computer systems in the AgriLife County Office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support on all computers in the office.

5. Warranty and Maintenance Costs:

Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.

Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.

Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

6. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

- i. Return equipment to the property office of Extension for appropriate disposal.
- ii. Arrange with Extension for transfer of equipment to County.
- iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENT REPORTING

*Texas Administrative Code* (Chapter 202 B 202.26) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

Extension provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. County has no responsibility.

**IV. FINANCIAL PROVISIONS**

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

**V. MISCELLANEOUS**

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

**Texas A&M AgriLife Extension Service**

**COUNTY**

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

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

Printed Name: Alan Kurk

Printed Name:

Title: AgriLife IT Director

Title:

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

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

BB SIGN