


# BLANCO COUNTY MONTHLY PAYROLL APPROVAL FORM

## OCTOBER 2019

	#10 General Fund	#15 Road & Bridge Fund	#18 Courthouse Security	Total
Salaries	\$203,275.00	\$21,250.00	\$224,525.00	\$224,525.00
Soc/Med	\$ 15,550.54	\$ 1,625.63	\$ 17,176.17	\$ 17,176.17
Retirement	\$ 15,591.19	\$ 1,629.88	\$ 17,221.07	\$ 17,221.07
Insurance	\$ 46,110.00	\$ 6,090.00	\$ 52,200.00	\$ 52,200.00
Group Term Life	\$ 380.76	\$ 9.38	\$ 390.14	\$ 390.14
Total	\$280,907.49	\$30,604.89	\$311,512.38	\$311,512.38

**TOTAL PAYROLL TO BE APPROVED**

County Treasurer  Date 10-4-19

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

Commissioner Pct 1 \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 2 \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 3 \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 4 \_\_\_\_\_ Date \_\_\_\_\_

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 9/25/19

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Chris Liesmann

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>15,000.<sup>00</sup></u>
TO: <u>Special Fund</u>	<u>VHF Trunking Improvements + Repairs</u>	<u>37-100-125</u>	<u>15,000.<sup>00</sup></u>

Reason for request:

To build reserve for Upgrades & Repairs to tower & Radio equipment

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

[Signature]  
Department Head Signature

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

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

# Blanco County Commissioners' Court

4-Oct-19

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	69,273.05
015	Road & Bridge Fund	24,200.51
<b>Total</b>		<b>93,473.56</b>

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

Attest County Auditor: Cindy J. Lent Date 10/04/19

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 \_\_\_\_\_

TIME:12:10 PM

PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-GENERAL FUND LIABILITIES					
	TEXAS WORKFORCE COMMISSION	70707	A	99-881210-0 3RD QUARTER	41.37
	DEPARTMENT TOTAL				41.37
0300-GENERAL FUND REVENUES					
	CARD SERVICE CENTER	70711	A	4707 1205 3610 0385 LIESMANN	119.07-
	DEPARTMENT TOTAL				119.07-
0400-COUNTY JUDGE EXPENSES					
	QUILL CORPORATION	70686	A	INV#1235367 CO JUDGE	107.97
	TEXAS ASSOCIATION OF COUNTIES	70691	A	INV#289729 CO JUDGE	30.00
	DEPARTMENT TOTAL				137.97
0410-COUNTY CLERK					
	CARD SERVICE CENTER	70721	A	4707 1205 3610 0310 SWIFT	465.56
	LAURA WALLA	70667	A	REIMBURSEMENT	27.27
	SHELLI MALY	70689	A	REIMBURSEMENT	102.48
	DEPARTMENT TOTAL				595.31
0412-DISTRICT CLERK					
	CARD SERVICE CENTER	70715	A	4707 1205 3610 0351 ELSBURY	245.22
	CARD SERVICE CENTER	70716	A	4707 1205 3610 0351 ELSBURY	207.98
	CINDI SULTEMEIER	70632	A	REIMBURSEMENT	77.26
	DEBBY ELSBURY	70633	A	REIMBURSEMENT	273.53
	DEPARTMENT TOTAL				803.99
0415-COUNTY ATTORNEY					
	KIMBERLY AYERS	70663	A	REIMBURSEMENT	808.31
	QUILL CORPORATION	70680	A	INV#1205508 CO ATTY	9.29
	QUILL CORPORATION	70681	A	INV#1205507 CO ATTY	26.99
	QUILL CORPORATION	70682	A	INV#1229316 CO ATTY	41.99
	QUILL CORPORATION	70683	A	INV#1214300 CO ATTY	27.99
	QUILL CORPORATION	70684	A	INV#1224612 CO ATTY	298.93
	QUILL CORPORATION	70688	A	INV#1439196 COUNTY ATTY	77.99
	DEPARTMENT TOTAL				1,291.49
0420-TAX ASSESSOR/COLLECTOR					
	BUSINESS CENTER PRINT & OS	70627	A	INV#137812 TAC	449.99
	BUSINESS CENTER PRINT & OS	70628	A	INV#137849 TAC	156.68
	BUSINESS CENTER PRINT & OS	70629	A	INV#137849.1 TAC	4.55
	KRISTIN SPIES BLANCO COUNTY TAC	70665	A	DEPOSIT TICKETS	65.14
	KRISTIN SPIES BLANCO COUNTY TAC	70666	A	CHECKS	68.86
	DEPARTMENT TOTAL				745.22
0425-COUNTY SHERIFF					
	A T & T MOBILITY	70609	A	ACCT #287289997662 LEC	41.16
	AUTO CHLOR SERVICES, LLC	70555	A	INV #6096509 LEC	316.55
	BLANCO REGIONAL CLINIC P.A.	70704	A	PRE-EMPLOYMENT EXAMS -GRAY, J	133.00
	BLANCO REGIONAL CLINIC P.A.	70705	A	ACCT #BLANCO0007 LEC	82.18
	BLANCO REGIONAL CLINIC P.A.	70708	A	INV#166274 LEC	125.00
	BLANCO REGIONAL CLINIC P.A.	70709	A	INV#166275 LEC	125.00
	BRENT PETERSON	70619	A	REIMBURSEMENT	173.30
	BRYNN WARRICK	70620	A	REIMBURSEMENT	173.30
	CARD SERVICE CENTER	70714	A	4707 1205 3610 0542 JACKSON	74.00
	CARD SERVICE CENTER	70718	A	4707 1205 3610 0310 SWIFT	276.67
	CARD SERVICE CENTER	70719	A	4707 1205 3610 0310 SWIFT	414.33
	CARD SERVICE CENTER	70720	A	4707 1205 3610 0310 SWIFT	29.82

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CHARM-TEX, INC	70630	A	INV#0200562-IN LEC	106.72
	CITY OF JOHNSON CITY	70600	A	ACCT #1255 LEC	392.06
	CITY OF JOHNSON CITY	70601	A	ACCT #1317 LEC	37.37
	CITY OF JOHNSON CITY	70602	A	ACCT #1316 LEC	806.00
	EXPRESS AUTOMOTIVE SERVICE	70636	A	INV#3756007 LEC	39.99
	EXPRESS AUTOMOTIVE SERVICE	70637	A	INV#3756034 LEC	43.13
	EXPRESS AUTOMOTIVE SERVICE	70638	A	INV#3756045 LEC	58.04
	EXPRESS AUTOMOTIVE SERVICE	70639	A	INV#3756052 LEC	55.04
	EXPRESS AUTOMOTIVE SERVICE	70640	A	INV#3756167 LEC	50.31
	EXPRESS AUTOMOTIVE SERVICE	70641	A	INV#3756171 LEC	48.04
	EXPRESS AUTOMOTIVE SERVICE	70642	A	INV#3756181 LEC	538.07
	FRONTIER COMMUNICATIONS	70563	A	830-868-7104 LEC	961.13
	FRONTIER COMMUNICATIONS	70610	A	210-020-1205 LEC	175.98
	FUELMAN	70728	A	FUEL - LEC	6,005.57
	GALLS, LLC	70643	A	INV#013817922 LEC	230.76
	GALLS, LLC	70644	A	INV#013806609 LEC	133.50
	GALLS, LLC	70645	A	INV#OR14026141 LEC	709.58
	GALLS, LLC	70646	A	INVe013726781 LEC	7.99
	JAMES LOVING	70652	A	REIMBURSEMENT	222.49
	JOHNSON CITY HYDRO GAS	70572	A	ACCT #2570 LEC	1,251.20
	MATTHEW MCMAIN	70670	A	INV#109 LEC	275.00
	MCHD	70573	A	INV #BCSO-0919 LEC	180.00
	OFFICESUPPLY.COM	70672	A	INV#3485435 LEC	56.81
	PATRICK MCKINNEY	70673	A	REIMBURSEMENT	67.50
	PERFORMANCE FOOD SERVICE	70676	A	INV#9662003 LEC	980.15
	PERFORMANCE FOOD SERVICE	70677	A	INV#9662003 LEC	13.94
	PETERSON TIRE	70678	A	INV#BL33358 LEC	30.00
	PRODUCTIVITY CENTER INC.	70679	A	INV#BCSO0022219 LEC	705.00
	VERIZON WIRELESS	70611	A	INV #9838744691 LEC	559.01
	WORKQUEST	70702	A	ORDER#PORD0094076 LEC	18.50
	DEPARTMENT TOTAL				16,723.19
0435-INDIGENT HEALTH CARE					
	BLANCO PHARMACY & WELLNESS	70733	A	acct #113	640.74
	HILL COUNTRY PRIMARY CARE PHYSICIAN	70570	A	PATIENT #229JHX3246133	45.08
	JOHNSON CITY PHARMACY	70732	A	INDIGENT	64.84
	DEPARTMENT TOTAL				750.66
0440-COUNTY EXTENSION AGENCY					
	CHRIS WIEMERS	70631	A	REIMBURSEMENT	422.24
	GRETCHEN L. SANDERS	70649	A	REIMBURSEMENT	114.84
	DEPARTMENT TOTAL				537.08
0450-JUDICIAL EXPENSES					
	33RD & 424TH JUDICIAL DISTRICTS CSC	70553	A	AUGUST 2019	744.29
	ANNE B. LITTLE, PLLC	70554	A	33RD CAUSE #CV08481	502.50
	CAMILLE H SWIFT	70557	A	REIMBURSE FOR WITNESS FEES	181.00
	F.N. BROWN, III	70560	A	424TH CASE #1660	250.00
	F.N. BROWN, III	70561	A	424TH CASE #CR01723	375.00
	FRONTIER COMMUNICATIONS	70568	A	830-868-7986 JUDICIAL	199.95
	MEGAN M. KLAEGER	70574	A	424TH CAUSE #CV08534	157.50
	MEGAN M. KLAEGER	70575	A	33RD CAUSE #CV08481	292.50
	NINA S WILLIS	70608	A	33RD CASE #1677	375.00
	PERRY THOMAS	70576	A	33RD CAUSE #CR01671	425.00
	PERRY THOMAS	70577	A	33RD CAUSE #01444 & 01452	625.00
	PERRY THOMAS	70578	A	33RD CAUSE #CR01554	375.00
	POTTS & REILLY, LLP	70581	A	424TH CAUSE #08527	892.50

TIME:12:10 PM

PREPARER:0004

## DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
ROBERT J. FALKENBERG	70582	A	424TH CAUSE #08620	1,297.40
SONYA R. CARRILLO, PLLC	70583	A	33RD #CV08703	112.50
THOMAS M FELPS	70586	A	CC #05871 MISD.	425.00
THOMAS M FELPS	70587	A	CC #05853 MISD.	275.00
THOMAS M FELPS	70588	A	CC #05752 MISD.	175.00
TIM COWART	70579	A	33RD CAUSE #CR01554 REVO.	375.00
TIM COWART	70589	A	33RD CASE #CR01225	375.00
TIM COWART	70590	A	33RD CASE #CR01408	375.00
VANA AND VANA LAW FIRM	70591	A	424TH CASE #1717	425.00
DEPARTMENT TOTAL				9,230.14
0455-COMMUNITY SERVICES				
TEXAS WILDLIFE DAMAGE MGMT FUND	70706	A	SEPTEMBER 2019	2,400.00
DEPARTMENT TOTAL				2,400.00
0500-COURTHOUSE EXPENSES				
BLANCO COUNTY PUBLICATIONS LP	70614	A	INV#2069	63.00
BLANCO COUNTY PUBLICATIONS LP	70615	A	INV#2107	21.50
BLANCO COUNTY PUBLICATIONS LP	70616	A	INV#2106	21.50
BLANCO COUNTY PUBLICATIONS LP	70617	A	INV#2105	21.50
BROADWAY BANK	70556	A	LOAN #17510000	400.00
BUSINESS CENTER PRINT & OS	70624	A	INV#137682	83.98
CARD SERVICE CENTER	70710	A	4707 1205 3610 0344 BLANCO COUNTY	6.54
CARD SERVICE CENTER	70713	A	4707 1205 3610 0401 RILEY	17.40
CARD SERVICE CENTER	70717	A	4707 1205 3610 0310 SWIFT	334.48
CITY OF BLANCO	70558	A	ACCT #16 SOUTH ANNEX	117.90
CITY OF JOHNSON CITY	70595	A	ACCT #1187 ANNEX	37.37
CITY OF JOHNSON CITY	70596	A	ACCT #73 COURTHOUSE	203.15
CITY OF JOHNSON CITY	70597	A	ACCT #1186 ANNEX	108.81
CITY OF JOHNSON CITY	70598	A	ACCT #95 OLD JAIL	75.19
CITY OF JOHNSON CITY	70599	A	ACCT #1089 PCT 2	75.19
DANNY REID & ASSOCIATES	70607	A	DAVID FORD	61.00
DUSTING DOLLS CLEANING SERVICE	70559	A	SEPTEMBER 2019	1,405.00
FRONTIER COMMUNICATIONS	70565	A	830-868-7208	7.45
FRONTIER COMMUNICATIONS	70566	A	830-868-4266 COURTHOUSE	1,271.12
FRONTIER COMMUNICATIONS	70567	A	830-868-2228 FAX ELEV.	329.97
GRAVES HUMPHRIES, STAHL, LIMITED	70592	A	REPORT #COL005 JP 1	1,054.02
HILL COUNTRY IT	70569	A	INV #0000364	2,544.00
HILL COUNTRY REFRIGERATION	70650	A	INV#74189 LEC	94.00
HILL COUNTRY REFRIGERATION	70651	A	INV#74204 CH	1,093.75
JENNIFER FEST, CSR	70571	A	CAUSE #CR01691 COURT REPORTER	3,097.50
JOHNSON CITY PUBLICATIONS LP	70653	A	INV#48382 REPLAT CAMBRIDGE SUB	20.50
JOHNSON CITY PUBLICATIONS LP	70654	A	INV#48383 REPLAT 1 RIVER POINT	20.50
JOHNSON CITY PUBLICATIONS LP	70655	A	INV#48378 REPLAT CAMBRIDGE SUB	20.50
JOHNSON CITY PUBLICATIONS LP	70656	A	INV#48379 REPLAT 1 RIVER POINT	20.50
JOHNSON CITY PUBLICATIONS LP	70657	A	INV#48380 REPLAT CAMBRIDGE SUB	20.50
JOHNSON CITY PUBLICATIONS LP	70658	A	INV#48381 REPLAT 1 RIVER POINT	20.50
JOHNSON CITY PUBLICATIONS LP	70659	A	INV#48357 REPLAT FALL CRK RANCH	21.25
JOHNSON CITY PUBLICATIONS LP	70660	A	INV#07172019 PAVING BIDS PCT 3	112.50
JOHNSON CITY PUBLICATIONS LP	70661	A	STATEMENT 073119	228.75
JOHNSON CONTROLS	70662	A	INV#86201891 LEC	3,804.56
LIESMANN MOWING	70668	A	INV#30084564	150.00
LIESMANN MOWING	70669	A	INV#30084566	100.00
PAY AND SAVE INC.	70674	A	ACCT#137002	27.97
PAY AND SAVE INC.	70675	A	ACCT#137002	12.74
PURCHASE POWER	70580	A	ACCT #8000-9090-0697-9400	3,000.00
QUILL CORPORATION	70685	A	INV#1292635 CH	139.95

TIME:12:10 PM

PREPARER:0004

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
QUILL CORPORATION	70687	A	INV#1189374	329.94
SOS	70690	A	INV#0485937-IN LEC	553.73
TEXAS COMMISSION ON ENVIROMENTAL	70584	A	ACCT #0620016	210.00
TEXAS WIRELESS INTERNET	70585	A	PCT 4	5.00
TIME WARNER CABLE	70594	A	INV #0144415092619 COURTHOUSE	570.00
DEPARTMENT TOTAL				21,934.71
0515-JUSTICE OF THE PEACE PCT #1				
BUSINESS CENTER PRINT & OS	70625	A	INV#137838 JP1	111.76
BUSINESS CENTER PRINT & OS	70626	A	INV#137838 JP1	24.23
NORTHEAST TEXAS DATA CORP.	70593	A	REPORT CAS017 JP 1	80.00
DEPARTMENT TOTAL				215.99
0520-JUSTICE OF THE PEACE #4				
BUSINESS CENTER PRINT & OS	70621	A	INV#137787 JP4	80.47
CARD SERVICE CENTER	70712	A	4707 1205 3610 0401 RILEY	16.25
TEXAS STATE UNIVERSITY	70692	A	INV#48194 JP4	260.00
DEPARTMENT TOTAL				356.72
0530-CONSTABLE PCT #4				
FUELMAN	70727	A	FUEL - CONSTABLE 4	43.97
DEPARTMENT TOTAL				43.97
0535-911-COUNTY EXPENSES				
BUSINESS CENTER PRINT & OS	70622	A	INV#137915 ADDRESSING	119.99
DEPARTMENT TOTAL				119.99
0550-RECYCLING COORDINATOR				
GLASS AGGREGATE SYSTEMS	70647	A	INV#92519TX RECYCLING	800.00
GLASS AGGREGATE SYSTEMS	70648	A	INV#92519TX RECYCLING	121.19
DEPARTMENT TOTAL				921.19
0560-GENERAL FUND CAPITAL EQUIPMENT				
MOTOROLA SOLUTIONS, INC.	70671	A	TRANS#16071873 LEC	12,965.94
DEPARTMENT TOTAL				12,965.94
0585-COUNTY INSPECTOR				
CARD SERVICE CENTER	70725	A	4707 1205 3610 0559 ROEDER	458.23-
FUELMAN	70726	A	FUEL - INSPECTOR	35.42
DEPARTMENT TOTAL				422.81-
FUND TOTAL				69,273.05

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
BIG TEX TRAILER WORLD, INC	70612	A	DEAL#42761 PCT 1	2,845.00
BIG TEX TRAILER WORLD, INC	70613	A	DEAL#42761 PCT 4	2,845.00
BRAUNTEX MATERIALS, INC.	70618	A	INV#103475 PCT 1	1,831.44
CARD SERVICE CENTER	70722	A	4707 1205 3610 0310 SWIFT	153.14
ERCON ASPHALT AND EMULSIONS, INC	70635	A	INV#9402127203 PCT 4	2,447.50
FUELMAN	70729	A	FUEL PCT 1	363.91
THIRD COAST DISTRIBUTING, LLC	70701	A	INV#787843 PCT 1	144.68
UNIFIRST CORPORATION	70603	A	ACCT #512256 PCT 1	44.48
DEPARTMENT TOTAL				10,675.15
0550-R&B PCT #2				
CARD SERVICE CENTER	70723	A	4707 1205 3610 0310 SWIFT	153.15
ERCON ASPHALT AND EMULSIONS, INC	70634	A	INV#9402123658 PCT 2	2,019.40
FRONTIER COMMUNICATIONS	70564	A	830-868-4471 PCT 2	105.37
FUELMAN	70730	A	FUEL - PCT 2	1,059.53
UNIFIRST CORPORATION	70604	A	ACCT #512256 PCT 2	81.28
WYLIE MANUFACTURING CO	70703	A	INV#494010 PCT 2	8,170.00
DEPARTMENT TOTAL				11,588.73
0560-R&B PCT #3				
FRONTIER COMMUNICATIONS	70562	A	830-825-3270 PCT 3	86.21
UNIFIRST CORPORATION	70605	A	ACCT #512256 PCT 3	53.68
DEPARTMENT TOTAL				139.89
0570-R&B PCT #4				
BUSINESS CENTER PRINT & OS	70623	A	INV#137720 PCT 4	133.68
CARD SERVICE CENTER	70724	A	4707 1205 3610 0310 SWIFT	153.15
FUELMAN	70731	A	FUEL - PCT 4	1,023.19
KIRK FELPS	70664	A	INV#74216 PCT 4	20.49
THIRD COAST DISTRIBUTING, LLC	70693	A	INV#786124; CR756129 PCT 4	54.37
THIRD COAST DISTRIBUTING, LLC	70694	A	INV#786147 PCT 4	13.10
THIRD COAST DISTRIBUTING, LLC	70695	A	INV#786609 PCT 4	83.65
THIRD COAST DISTRIBUTING, LLC	70696	A	INV#786636 PCT 4	50.98
THIRD COAST DISTRIBUTING, LLC	70697	A	INV#786680; CR786896 PCT 4	17.66
THIRD COAST DISTRIBUTING, LLC	70698	A	INV#786686 PCT 4	96.42
THIRD COAST DISTRIBUTING, LLC	70699	A	INV#787216 PCT 4	73.49
THIRD COAST DISTRIBUTING, LLC	70700	A	INV#787467 PCT 4	6.28
UNIFIRST CORPORATION	70606	A	ACCT #512256 PCT 4	70.28
DEPARTMENT TOTAL				1,796.74
FUND TOTAL				24,200.51



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DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

93,473.56



243274-01

August 15, 2019

BLANCO COUNTY PCT 3  
PO BOX 471  
JOHNSON CITY, TEXAS 78636-0471

Attention: CHRIS LIESMANN

Dear Chris Liesmann,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 289D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER: TBD      SERIAL NUMBER: TBD      YEAR: 2019      SMU:**

Thank you for your interest in Holt CAT and Caterpillar products for your business needs. This quotation is valid for 90 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Matt Krocka  
Government Sales Account Manager  
Holt CAT  
Matthew.Krocka@holtcat.com  
210.213.9990

**One (1) New Caterpillar Model: 289D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:**

**Standard Equipment**

**POWERTRAIN**

Cat C3.3B diesel engine	Filter, cartridge type, hydraulic
-Gross horsepower per SAE J1349	Filters, canister type, fuel
74.3 hp (55.4 kW) @ 2400 RPM	and water separator
-Electric fuel priming pump	Radiator / hydraulic oil
-Glow plugs starting aid	cooler (side-by-side)
-Liquid cooled, direct injection	Spring applied, hydraulically released,
Air cleaner, dual element, radial seal	parking brakes
S-O-S sampling valve, hydraulic oil	Hydrostatic transmission

**UNDERCARRIAGE**

Dual flange front idler, single flange	Suspension - independent torsion axle(4)
Rear idler	Two speed motor

**HYDRAULICS**

ISO or H pattern controls:	transmission control
Electro/hydraulic implement control	Speed sensor guarding
Electro/hydraulic hydrostatic	

**ELECTRICAL**

12 volt electrical system	-Two rear tail lights
80 ampere alternator	-Dome light
Ignition key start / stop / aux switch	Backup alarm
Lights:	Electrical outlet, beacon
-Gauge backlighting	

**OPERATOR ENVIRONMENT**

Operator warning system indicators:	leaves seat or armrest raised:
-Air filter restriction	-Hydraulic system disables
-Alternator output	-Hydrostatic transmission disables
-Armrest raised / operator out of seat	-Parking brake engages
-Engine coolant temperature	ROPS cab, open, tilt up
-Engine oil pressure	Anti-theft security system w/6-button

- Glow plug activation
- Hydraulic filter restriction
- Hydraulic oil temperature
- Park brake engages
- Engine emission system

Gauges: fuel level and hour meter  
Storage compartment with netting  
Ergonomic contoured armrest  
Control interlock system, when operator

keypad  
FOPS, Level I  
Top and rear windows  
Floor mat  
Interior rear view mirror  
12V electric socket  
Horn  
Hand (dial) throttle, electronic

#### **FRAMES**

Lift linkage, vertical path  
Chassis, one piece welded  
Machine tie down points (6)

Belly pan cleanout  
Support, lift arm  
Rear bumper, welded

#### **OTHER STANDARD EQUIPMENT**

Engine enclosure - lockable  
Extended life antifreeze (-37C, -34F)  
Work tool coupler  
Hydraulic oil level sight gauge  
Radiator coolant level sight gauge  
Radiator expansion bottle  
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects  
with integrated pressure release  
Split D-ring to route work tool hoses  
Along side of left lift arm  
Hydraulic demand cooling fan  
Per SAE J818-2007 and EN 474-3:2006 and  
ISO 14397-1:2007

**MACHINE SPECIFICATIONS**

289D3 CTL DCA6	568-4649
512-4289 289D3 COMPACT TRACK LOADER	512-4289
577-2321 CAB PACKAGE, ULTRA	577-2321
512-4319 HYDRAULICS, PERFORMANCE, (H3)	512-4319
512-4115 CONTROL, ISO, PROP, WT	512-4115
556-5898 RIDE CONTROL, NONE	556-5898
495-1671 LIGHTS, LED	495-1671
357-0240 RUBBER BELT, 2 SPD, TF IDLER	357-0240
512-4195 ROPS, ENCLOSED WITH A/C (C3)	512-4195
416-9265 DISPLAY, ADVANCED, LCD, CAMERA	416-9265
486-6957 FAN, COOLING, DEMAND	486-6957
512-3404 QUICK COUPLER, HYDRAULIC	512-3404
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
539-8061 DOOR, CAB, POLYCARBONATE	539-8061
345-6180 RADIO, AM/FM, BLUETOOTH	345-6180
568-4704 FILM,TWO SPEED,W/HIGH FLOW XPS	568-4704
356-6082 REAR LIGHTS	356-6082
563-1163 CERTIFICATION ARR, P65	563-1163
542-6994 SEAT BELT, 2"	542-6994
345-3556 HEATER, ENGINE COOLANT, 120V	345-3556
568-5603 BATTERY,EXTRA HD,DISC,1000 CCA	568-5603
BUCKET-GP, 80", BOCE - 2795377	2795377

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SALE PRICE	\$70,529.68
HET (0.216%)	\$152.34
<b>TOTAL PURCHASE PRICE</b>	<b>\$70,682.02</b>

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**Per BuyBoard Contract # 515-16****WARRANTY & COVERAGE**

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

**F.O.B./TERMS:**

Blanco County



# ZUERCHER

## Quote

Date: **9/19/2019**

### General & Client Information

Client Name:	<b>Blanco County Sheriff's Office</b>	Bill to:	
System Description:	<b>Zuercher</b>		<b>400 South US 281</b>
Bill To #:	<b>057233</b>		<b>Johnson City, TX 78636</b>
Install Name:	<b>tx-blanco-so</b>		
Quote #:	<b>SR-26134</b>		
Client Purchase Order #:			
Client Purchase Order Date:			
Client Contact:	<b>Patrol Lieutenant Robert Woodring</b>	Ship to:	
Contact Phone:	<b>(830) 868-7104</b>		
Contact Email Address:	<b>rwoodring@co.blanco.tx.us</b>		
Account Executive:	<b>Sara Puthoff</b>		

### Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Discount	Extended Price
10	Software	VP2 eCitations Form Subscription (Profiling)	\$ 60.00	\$ 600.00	\$ (600.00)	\$ -
1	Services	Professional Services	\$ 150.00	\$ 150.00	\$ (150.00)	\$ -
1	Services	VP2 Professional Services (Configuration and Training - Remote)	\$ 1,000.00	\$ 1,000.00	\$ (1,000.00)	\$ -

### Project Payment Terms: Payment due in full 30 days from date of invoice

		<b>100% Payment due upon Signature</b>				\$ -
<b>Total Payments:</b>						\$ -

### Summary Information & Project Notes

An annual subscription fee of \$630 will be due one year from go live.

#### Send Purchase Orders to:

#### Account Management

#### Remit Payments to:

**Zuercher Technologies**  
1000 Business Center Drive  
Lake Mary, FL 32746

Issued by:

Contact info:

### Terms and Conditions

Proposed Quote is valid for 60 (sixty) days.

#### Software License Terms:

The Zuercher Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other Zuercher license agreement currently in effect between Zuercher and Client. Acceptance for the Zuercher Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the Zuercher Software licenses are provided for a period of twelve-months from the go live date and shall be governed by the existing Software Support Agreement currently in effect between Zuercher and Client.

#### Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Quote and is provided as a convenience for budgetary purposes. Zuercher reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide Zuercher with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.





STATE OF TEXAS                    §  
   §  
COUNTY OF BURNET               §

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

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and BLANCO County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BLANCO**."

**WITNESSETH**

**WHEREAS**, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

**WHEREAS**, **BURNET** and **BLANCO** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, **BURNET** and **BLANCO** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**NOW THEREFORE**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I**  
**TERM AND EFFECTIVE DATE**

1. **TERM:** This Agreement shall be effective beginning **OCTOBER 1, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **BLANCO** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.

3. **TERMINATION:**

- A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **BLANCO** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BLANCO** inmates.

**ARTICLE II**  
**DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **BLANCO** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **BLANCO** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
  - A. Inmate must be at least 18 years of age;
  - B. Inmate must be of good general health; and
  - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
- 3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of **BURNET's** facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **BLANCO** shall reimburse **BURNET** the amount spent for medical services of all **BLANCO** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** **BLANCO COUNTY** Sheriff or designee shall be informed of any **BLANCO** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **BLANCO** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **BLANCO** may elect to retake and return to **BLANCO** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **BLANCO** for the costs of hospitalization and/or medical care for any **BLANCO** inmate. In the event direct billing is unavailable, **BLANCO** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **BLANCO** agrees to provide **BURNET** with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **BLANCO** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **BLANCO** at the time each **BLANCO** inmate is returned.
7. **MEDICAL INVOICES:** **BLANCO** shall reimburse **BURNET** monthly for health care services and associated expenses for which **BLANCO** is responsible under this section. **BURNET** shall provide **BLANCO** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **BLANCO**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **BLANCO** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **BLANCO** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **BLANCO** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **BLANCO** Facility. **BURNET** agrees to provide ambulance and other transportation for **BLANCO** inmates to and from local off-site medical facilities and will invoice **BLANCO** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **BLANCO** shall be responsible for the transportation of **BLANCO** inmates to/from **BURNET** Jail. **BLANCO** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **BLANCO** County.
12. **TRANSPORTATION TO TDCJ:** **BLANCO** is responsible for the transport of **BLANCO** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at **the rate of \$40 per hour/per guard (minimum 2 guards per transport)**. **BURNET** shall provide **BLANCO** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **BLANCO** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **BLANCO** provide such records to **BLANCO** upon request.
17. **RETURN OF INMATES TO BLANCO:** Upon demand by **BLANCO**, **BURNET** will relinquish to **BLANCO** physical custody of any inmate. Upon request by **BURNET**, **BLANCO** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

### **ARTICLE III** **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is forty five dollars (\$45.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **BLANCO**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **BLANCO**. **BLANCO** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

**BURNET COUNTY TREASURER**  
**133 E. Jackson Street**  
**Burnet, TX 78611**

### **ARTICLE IV** **ACCEPTANCE OF IMATES**

1. **COMPLIANCE WITH LAW:** **BURNET** warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing **BLANCO** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **BLANCO** inmates where the housing of said **BLANCO** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County Sheriff s opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **BLANCO** inmates, or any specified number thereof, **BLANCO** shall, upon notice by **BURNET** Sheriff to **BLANCO** Sheriff, immediately remove said inmates from the facility. **BLANCO** will make every effort to remove any inmate within eight (8) hours of notice from **BURNET**.

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. **BURNET** has adopted and complies with the standards of the Prison Rape Elimination Act. **BURNET** shall provide **BLANCO** with access for contract monitoring as described in Section 1 15.12 (b) to ensure that **BURNET** is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **BLANCO** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **BLANCO** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **BLANCO** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement set forth above. **BURNET** reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at **BURNET**'s facility, **BURNET** reserves the right to demand that **BLANCO** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **BLANCO**.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** **BURNET** reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to **BURNET** facility, and **BLANCO** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **BLANCO**. Likewise, if any **BLANCO** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **BLANCO** will be requested to remove said inmate from **BURNET**'s facility, and will do so, if reasonably possible, within eight (8) hours upon the request of **BURNET** Sheriff. Inmates may also be required to be removed from **BURNET**'s facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** **BURNET** will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. **BURNET** will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of **BLANCO**. It will be the responsibility of **BLANCO** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **BLANCO** only when such release is specifically requested in writing by **BLANCO** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **BLANCO** Jail shortly before the discharge date and for to discharge the inmate from the **BLANCO** Jail. **BLANCO** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **BLANCO** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **BLANCO** will be required to bond in **BLANCO** County. **BLANCO** County will then send **BURNET** a TTY stating that the inmate has been bonded and **BLANCO** will transport back to their facility for release.

**ARTICLE V**  
**MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To BURNET:                               **BURNET COUNTY**  
James Oakley, County Judge  
220 S. Pierce Street  
Burnet, Texas 78611

Copy to:                                   Sheriff Calvin Boyd  
P.O. Box 1249  
Burnet, Texas 78611

To BLANCO:                               **BLANCO COUNTY**  
Brett Bay, County Judge  
PO Box 387  
Johnson City, Texas 78636

Copy to:                                   Sheriff Don Jackson  
400 US Hwy 281 S  
Johnson City, Texas 78636

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, Servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. **LIABILITY**: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS**: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

**ARTICLE VI**  
**EXECUTION**

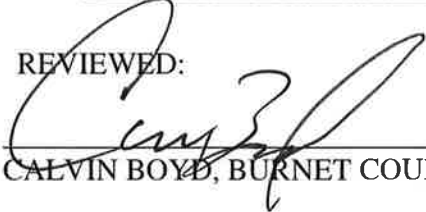
**In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:**

**BURNET COUNTY, TEXAS:**

  
\_\_\_\_\_  
JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

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

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

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

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



**BLANCO COUNTY, TEXAS:**

\_\_\_\_\_  
BRETT BAY, BLANCO COUNTY JUDGE  
Date: \_\_\_\_\_

\_\_\_\_\_  
DON JACKSON, BLANCO COUNTY SHERIFF  
Date: \_\_\_\_\_



<b>To:</b>	Sheriff Don Jackson
<b>Organization:</b>	Blanco Co Jail, Johnson City, TX
<b>Phone:</b>	830-330-0322
<b>Fax or email:</b>	djackson@co.blanco.tx.us

<b>QUOTATION #180336</b>	<b>Blanco Co Additional Cameras &amp; Microphones (Rev1)</b>
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**5/24/2019**

**SCOPE OF WORK**

Thank you for letting us quote your project. This quotation encompasses adding 5 microphones and 3 cameras to your existing video/recording system. Since there are not any more open camera ports on the Bosch matrix switch these new images can't be called up by the existing control station. They will be available for viewing on the DVR viewing software although. The matrix switch is not supported and will someday have to be upgraded along with the cameras.

**Stanley will:**

1. Install 5 new ceiling mounted microphones. One will be located in the sallyport between the booking hallway and the vehicular sallyport. One in the booking area hallway. Two in the booking desk area and the last one in the violent cell. These will record all the time to the current video recorder. If more audio recording is needed down the road, then another NVR will have to be added.
2. Provide two IP cameras. One in the sallyport between the booking hallway and the vehicular sallyport. The other in the administrative hallway outside of the Sheriff's office.
3. Provide one corner mounted high security IP camera in the violent cell.
4. Programming and setup of new cameras into your existing video recorders
5. Wire. The wire will be run free air above the ceiling. If the ceiling is not accessible, then the wire will be run in EMT conduit high up on the wall.
6. Installation of cameras and microphones
7. 1 Year Warranty

**Exclusions:**

1. Painting
2. 120VAC power hookup
3. Grounding
4. Adjustments or repair of existing non-functional devices. These can be quoted on a time and material basis in addition.
5. UPS systems

**Timeline and Schedule:**

After receipt of order, we can schedule with you for a convenient time for the installation.

**Miscellaneous:**

We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding have been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

**Pricing:** ..... Total Price **\$14,966.<sup>00</sup>**

If you have any questions, please feel free to call.  
Sincerely,

David Beeler  
Senior Sales Engineer  
[david.beeler@sbdinc.com](mailto:david.beeler@sbdinc.com)  
317-796-6241 mobile

**Terms and Conditions**

**GENERAL**

Terms are due upon receipt. SCSS works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. SCSS is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate and mail the originals to our main office to my attention. If you have any questions, please feel free to call.

**WARRANTY**

SCSS warrants that the engineering and equipment will be free from defects in material and workmanship for a period of 1year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between SCSS and Owner.

**DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

**ADDITIONAL CHARGES:**

1. All prices quoted do not include sales tax or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

**INSURANCE:**

SCSS will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event SCSS is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

**Stanley Convergent Security Solutions, Inc.**

Written By: David Beeler

Title: Senior Sales Engineer

Approved and Accepted by Stanley CSS

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

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

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

**Customer**

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

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

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

**This proposal may be withdrawn by us if not accepted within thirty (30) days.**

To:	Sheriff Don Jackson
Organization:	Blanco Co Jail, Johnson City, TX
Phone:	830-330-0322
Fax or email:	djackson@co.blanco.tx.us

<b>QUOTATION</b> <b>#180335</b>	<b>Upgrade Control Station with</b> <b>Spare PC (Rev1)</b>
------------------------------------	---

5/24/2019

**SCOPE OF WORK**

Your Control Station PC is currently running Windows XP which is not supported by Microsoft. It needs to be upgraded to Windows 10. Because this upgrade is required the floorplan control software (Wonderware) will have to also be upgraded to work on the new operating system. This quotation brings the system fully up to modern spec. A fully configured spare PC is also included in this quotation.

**Stanley will:**

1. Replace existing control computer PC with a new Dell computer. The computer will be sized and configured with the required parts for the station and include the Windows 10 operating system.
2. Upgrade the control software to accommodate Windows 10.
3. New Wonderware software license
4. Provide an exact duplicate PC to be used as a spare computer. If the main computer fails for whatever reason, this machine can be swapped with its place thereby substantially reducing the time to get the system back on-line.
5. This price includes Stanley personnel installing the PC and re-testing the system.
6. The backup PC will also be tested
7. 1 Year Warranty

**Exclusions:**

1. Conduit, raceway, D-rings, conduit layout
2. Wire
3. Wire installation
4. Mounting and terminating of new field devices
5. 120VAC power hookup
6. Grounding
7. Adjustments or repair of existing non-functional devices. These can be quoted on a time and material basis in addition.
8. UPS systems

**Timeline and Schedule:**

After receipt of order, we can schedule with you for a convenient time for the installation.

**Miscellaneous:**

We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding have been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

**Pricing:** ..... Total Price **\$11,550.<sup>00</sup>**

If you have any questions, please feel free to call.

Sincerely,

David Beeler  
Senior Sales Engineer  
david.beeler@sbdinc.com  
317-796-6241 mobile

**Terms and Conditions**

**GENERAL**

Terms are due upon receipt. SCSS works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. SCSS is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate and mail the originals to our main office to my attention. If you have any questions, please feel free to call.

**WARRANTY**

SCSS warrants that the engineering and equipment will be free from defects in material and workmanship for a period of 1 year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between SCSS and Owner.

**DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

**ADDITIONAL CHARGES:**

1. All prices quoted do not include sales tax or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

**INSURANCE:**

SCSS will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event SCSS is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

**Stanley Convergent Security Solutions, Inc.**

Written By: David Beeler

Title: Senior Sales Engineer

Approved and Accepted by Stanley CSS

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

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

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

**Customer**

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

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

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

**This proposal may be withdrawn by us if not accepted within thirty (30) days.**

**RESOLUTION**

THE STATE OF TEXAS §

COUNTY OF BLANCO §

The Commissioners Court of Blanco County, Texas, convened at a meeting of said Court at the Blanco County Courthouse in the City of Johnson City, Texas, on the 8<sup>th</sup> day of October, 2019, with the following members present, to-wit:

\_\_\_\_\_, County Judge  
\_\_\_\_\_, Commissioner, Precinct 1  
\_\_\_\_\_, Commissioner, Precinct 2  
\_\_\_\_\_, Commissioner, Precinct 3  
\_\_\_\_\_, Commissioner, Precinct 4

and the following members absent, to-wit:

\_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A JUSTICE COURT OR COUNTY COURT AT LAW SERVING THE COUNTY, AS APPLICABLE, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

- 1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;
- 2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;
- 3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR
- 4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE COUNTY

WHEN SUCH DEBTS, ACCOUNTS RECEIVABLE AND AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

Commissioner \_\_\_\_\_ introduced the resolution and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Blanco County wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said County and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, Commissioners Court is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY, THAT:

*Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.*

*Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A JUSTICE COURT OR OTHER COUNTY COURT SERVING THE COUNTY WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND*

*(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:*

*(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;*

(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;

(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR

(4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE COUNTY,

WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BLANCO COUNTY

BY: \_\_\_\_\_  
Brett Bray County Judge  
Blanco County, Texas

ATTEST:

\_\_\_\_\_  
Blanco County Clerk

## **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF BLANCO

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between Blanco County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

### **Article I**

#### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

### **Article 2**

#### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than



sixty (60) days past due during the term hereof from any Court designated by CLIENT which is governed by CLIENT. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT has discretion as to the nature and volume of fines and fees referred to FIRM under section 2.03. The CLIENT reserves the right to recall any fines and fees referred to the FIRM under section 2.03.

2.05 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.06 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

### **Article 3** *Compensation*

3.01 The CLIENT agrees to pay the FIRM a compensation rate for the services required hereunder of thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

### **Article 4** *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and,

notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

## **Article 5**

### *Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. Prior to providing such additional and/or special services, the FIRM shall provide to CLIENT an estimate of costs associated with such, as well as a summary of the expected recovery. This estimate must be approved by the CLIENT prior to the incursion of costs by the FIRM. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

6.01 This AGREEMENT shall be effective on the date it is fully executed by both parties (the "Effective Date") and shall expire on December 31, 2022 (the "Expiration Date") unless extended as hereinafter provided.

6.02 In addition to the initial term set out in 6.01 above, CLIENT shall have the right to extend this contract for an additional twelve (12) month period. Unless prior to sixty (60) days before the Expiration Date, the CLIENT notifies the FIRM in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period with an expiration date of December 31, 2023. Thereafter, CLIENT shall have the option to renew this contract in the same manner for successive one (1) year terms each with an Expiration Date of December 31 of the respective year.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. Unsatisfactory performance may entail, but is not limited to, insufficient collections on past due accounts and excessive costs associated with collections, as determined by the CLIENT. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7** *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 In order to comply with Tx. Govt. Code §2270.002 the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.06 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of CMS  
P.O. Box 17428  
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Blanco County Judge  
P.O. Box 387  
Johnson City, Texas 78636

EXECUTED ON the \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Honorable Brett Bray  
Blanco County Judge

Linebarger Goggan Blair & Sampson, LLP

By:   
\_\_\_\_\_  
Steve Bird, Partner  
Linebarger Goggan Blair & Sampson, LLP

ACTION APPROVING CONTRACT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Blanco County Commissioners Court is authorized to execute this Agreement.

After exercising its due diligence, The County finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the County at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the County does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has not provided these specialized legal services to Blanco County in the past.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the County and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

BLANCO COUNTY

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Brett Bray, Blanco County Judge

ATTEST:

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Laura Walla, Blanco County Clerk



## MAINTENANCE AGREEMENT: BLANCO COUNTY/JO NELL HAAS

This Maintenance Agreement (Agreement) is made effective when signed by both parties, Jo Nell Haas (Owner) and Blanco County Texas (County). Owner is the owner of land abutting Old Kendalia Road in Blanco County, Texas and legally described as follows:

ABS A0495 SURVEY 148 FRITZ PROCHNOW ACRES 96.2788 (the Property).

The current condition of the vegetation along Old Kendalia Road (the “roadway”) creates a driving hazard.

Both Owner and County desire to enter into this Maintenance Agreement for the term and upon the conditions and provisions set forth herein.

THEREFORE, in consideration of the mutual promises herein, it is agreed:

1. Owner and County hereby enter into this Agreement for a term beginning October 1, 2019 and ending October 31, 2019.
2. Owner grants County permission to enter onto the Property during the term of this Agreement. Owner shall provide County with convenient access to the Property for the sole purpose of clearing brush and vegetation growing along the side of the roadway. Owner shall not unreasonably or with disregard for safety interfere with County work.
3. County shall be responsible for all expenses incurred in clearing the vegetation.
4. During the term of this Agreement, County shall, at its expense, repair any damage it causes to the Premises.
5. Consent. Owner shall not unreasonably withhold or delay its consent with respect to any matter for which Owner’s consent is required or desirable under this Agreement.
6. County shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to County’s use of the Premises. Owner shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises.



7. Final Agreement. This Agreement terminates all prior understandings or agreements on the subject matter hereof, and may be modified only by a further writing duly executed by both parties.
8. Governing Law. This Agreement shall be construed and interpreted under Texas law.

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the date indicated.

\_\_\_\_\_  
Jo Nell Haas, Owner Date

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



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-427597  
Contract Number: USC000007687  
Contract Modifier: R03-APR

Date: 04/03/2019

Company Name: BLANCO, COUNTY OF
Attn:
Billing Address: 220 S PIERCE
City, State, Zip: BURNET , TX, 78611
Customer Contact:
Phone:

Required P.O. :  
Customer # : 1036312453  
Bill to Tag # :  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020  
Anniversary Day : Sep 30th  
Payment Cycle : ANNUALLY  
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$23,000.97
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$534.87
Subtotal - Recurring Services			\$23,535.84
Subtotal - One-Time Event Services			\$0.00
Total			\$23,535.84
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

This service agreement is in reference to contract DIR-TSO-4101

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

\_\_\_\_\_  
CUSTOMER (PRINT NAME)

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-427597  
Contract Number: USC000007687  
Contract Modifier: R03-APR

Cody Benningfield

512-202-2162

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MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : BLANCO, COUNTY OF  
Contract Number : USC000007687  
Contract Modifier : R03-APR  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-427597  
Contract Number: USC000007687  
Contract Modifier: R03-APR

### Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

#### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### Section 6. TIME AND PLACE OF SERVICE



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-427597  
Contract Number: USC00007687  
Contract Modifier: R03-APR

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)). All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-427597  
Contract Number: USC000007687  
Contract Modifier: R03-APR

THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



## SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-427597  
Contract Number: USC000007687  
Contract Modifier: R03-APR

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

**BLANCO COUNTY**  
**PROPOSED HOLIDAY SCHEDULE FOR 2020**

Wednesday, January 1	New Year's Day
Monday, January 20	Martin Luther King Jr. Day
Monday, February 17	Presidents' Day
Friday, April 10	Good Friday
Monday, May 25	Memorial Day
Friday, July 3	Independence Day
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veteran's Day
Thursday, November 26	Thanksgiving Day
Friday, November 27	Day after Thanksgiving
Thursday, December 24	Christmas Eve Day
Friday, December 25	Christmas Day

This schedule gives employees a total of one (1) floating holiday in addition to the above schedule.



**2020 Blanco County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of indigent criminal defense services in this county; and

WHEREAS, Blanco County Commissioners Court has agreed that in the event of loss or misuse of the funds, Blanco County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

\_\_\_\_\_  
County Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (this "Agreement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and among the **Texas Housing Foundation**, a Texas regional housing authority ("**THF**") and its instrumentality corporation the **Community Resource Centers Of Texas, Inc.**, a Texas 501(c)(3) non-profit corporation (hereinafter "**CRC**"), as well as **Blanco County**. Blanco County, THF and the CRC are sometimes referred to herein, each, as a "Party" and collectively as the "Parties."

### Recitals

A. The THF has a facility located at 206 South Highway 281 in Johnson City, Texas 78636, from which CRC will operate (hereinafter "the Property"). The THF/CRC wishes to borrow from Blanco County and Blanco County agrees to lend to THF/CRC 8 existing windows formerly used in the Blanco County Courthouse (the "Windows").

B. Title to the Property will be maintained solely by THF. Title to the Property is currently held in the name of THF. A long-term lease shall be entered into by and among the Property's title holder (THF) and CRC and additional subleases will be utilized for various charitable and non-profit tenants of the Property. The Parties understand and agree that no liens or other encumbrances shall attach to the Property as a result of THF/CRC's use of the Windows.

C. To the extent applicable, these terms will also be incorporated into a lease among the Parties. In the event of any conflicts between this Agreement and a lease among the Parties, which is contemplated by this Agreement, the terms of said lease will be controlling.

### Agreement

In consideration of the promises and agreements of the Parties set forth herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties hereby agree as follows:

1. Recitals. The Recitals are hereby incorporated herein.
2. Consents. The Parties represent that they have authorization to enter into this Agreement and it is contingent only on the approval by relevant governmental entities, including but not limited to the Blanco County Commissioner's Court.
3. Lease. Blanco County shall lend 8 windows to THF/CRC. THF/CRC agrees to use the Windows for display purposes only and will not incorporate the Windows into the structure of the Property. Furthermore, the Parties agree that the windows are to be preserved in such a fashion that they can still be used in the event of a major courthouse restoration and will be returned upon 30 days of a written demand for their return by Blanco County.
4. Termination. In the event that CRC determines that it will no longer occupy the Property and does not intend to move to another facility within Blanco County, Texas, CRC shall notify Blanco County as soon as practicable and Blanco County may request the immediate return of the windows.

5. Insurance. THF/CRC will provide general liability insurance through the Texas Municipal League (“TML”). CRC will be responsible for care and protection of the Windows during CRC’s use of the Windows.

6. No Employment Relationship or Partnership. This Agreement does not establish an employee-employer relationship between any Party hereto, nor any of their respective owners or employees. Each Party hereto is independent of the other, and each Party hereto alone will be responsible for the supervision, compensation and other benefits of its respective personnel, if any, volunteers, representatives and agents. This Agreement does not establish a partnership between any Party hereto, nor any of their respective owners, employees, volunteers, representatives or agents.

7. Governing Law. This Agreement will be governed by and construed in accordance with the law of the State of Texas and any action regarding this Agreement shall be in the state district courts of Burnet County, Texas.

8. Effect. Except as specifically amended in writing with the consent of all Parties, this Agreement shall not be amended or modified.

9. Execution/Counterparts. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by the Parties, this Agreement shall be fully binding and effective, just as if the Parties had executed and delivered a single counterpart of this Agreement. Without limiting the manner in which execution of this Agreement may be accomplished, execution by the Parties may be effected by fax or electronic transmission (via PDF or other means) of a signature page of this Agreement executed by such Party.

WITNESS WHEREOF, this Agreement is executed effective as of the date first written above.

**Texas Housing Foundation,**  
a Texas regional housing authority

By: \_\_\_\_\_  
Mark Mayfield, President and CEO

**Community Resource Centers of Texas, Inc.,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Donna Klaeger, Director of Community Resources

**Blanco County**

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_, County Attorney

# HELFMAN FORD

12220 SOUTHWEST FRWY.  
STAFFORD, TEXAS 77477  
(281) 240-3673

## QUOTATION

Direct 281.274.7204  
bchrism@helfmanford.com

**Bill Chrisman**  
Fleet/Commercial Sales Director

12220 Southwest Freeway  
Stafford, TX 77477  
Phone 281.240.3673  
Fax 281.240.4147

BLANCO COUNTY  
ATTN: NEAL LEONARD

Date 10-4-19

Gentlemen:

We are pleased to submit a price on the following Ford Year 2020 Model W1E

Body Style	_____	\$	_____
Factory List	<u>F150 SUPERCREW 5 1/2 bed</u>	\$	_____
Freight	<u>4x4</u>	\$	_____
Dealer Handling	<u>101 pkg</u>	\$	_____
Federal Tax	_____	\$	_____
Accessories	<u>Equipment same as 2019 unit</u>	\$	_____

SSV

V8

PWR windows, locks, cruise, mirrors

Backup camera

SYNC

TRAILER PKG

RUNNING BOARDS

List Price	_____	\$	_____
Fleet Discount	_____	\$	_____
Net Selling Price	_____	\$	<u>28,755</u>
Less Trade In	_____	\$	_____
State Tax	_____	\$	<u>EXEMPT</u>
	<u>STATE INSPECTION</u>	\$	<u>1 included</u>
License	_____	\$	<u>1750</u>
Total Delivered Price	_____	\$	<u>28,755</u>

This quotation good for FACTORY ORDER days from date.

Thank you for the opportunity to serve you and we hope that we may be favored with your order

**BILL CHRISMAN** DIRECT # (281) 274-7204  
**FLEET MANAGER** FAX (281) 240-4147

x2  
\$57,510-

Signature