

REGULAR MEETING – December 12, 2023

On this the 12th day of December 2023 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

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

Call to order and roll call - Judge Bray and all 4 County Commissioners present this date.

Pledge of Allegiance(s).

Invocation – Pastor Boatright.

PUBLIC COMMENTS – No comments.

ITEM 1 - Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken.

COMMISSIONER Uecker made the motion to dispense with the reading of the minutes and to approve the minutes as presented, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 2 - Consider approval of the estimated December 2023 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated December 2023 payroll in the amount of \$492,133.75, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 3 - Consider approval of the official reports for November 2023. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to approve the official reports for November 2023 as presented, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 4 - Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

No action was required on this item as none was presented.

ITEM 5 - Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$208,140.22 and to add an additional \$534,613.37 from Kendnel Kasper and Juvenile Probation, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 6 - Consider resolution to seek grant funding from the Capital Area Council of Governments (CAPCOG) Solid Waste Grant Program to offset the expenses of a Household Hazardous Waste Management Event to be conducted in the Spring of 2024. Vote on any action taken. (Judge Bray, Grant Coordinator Megna, Commissioner Riley)

COMMISSIONER RILEY moved to consider a resolution to seek grant funding from the Capital Area Council of Governments (CAPCOG) Solid Waste Grant Program to offset the expenses of a Household Hazardous Waste Management Event to be conducted in the Spring, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 7 - Consider approval of the specs and purchase of (6) six AXON Taser 10 bundles as outlined in the Capital Equipment section of the FY2023-24 budget pending County Attorney approval. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER UECKER made the motion to approve the specs and purchase of (6) six AXON Taser 10 bundles as outlined in the Capital Equipment section of the FY2023-24 budget, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 8 - Consider approval of the specs and purchase of (3) three Motorola APX6000 handheld radios as outlined in the Capital Equipment section of the FY2023-24 budget pending County Attorney approval. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER RILEY moved to approve the specs and purchase of (3) three Motorola APX6000 handheld radios as outlined in the Capital Equipment section of the FY2023-24 budget pending County Attorney approval, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 9 - Discussion and action to authorize the County Judge to sign a contract between Texas Department of State Health Services and Blanco County pending the County Attorney approval. Vote on any action taken. (Judge Bray & County Clerk Walla)

COMMISSIONER WEIR moved to authorize the County Judge to sign a contract between Texas Department of State Health Services and Blanco County pending County Attorney approval, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 10 - Discussion and action to appoint and/or re-appoint individuals to serve on the North Blanco County Emergency Services District #1 board for a two-year term beginning January 1, 2024, through December 31, 2025. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to appoint Mike Megna, Brandt Raeburn, and Kirk McElhinney to serve on the North Blanco County Emergency Services District #1 board for a two-year term beginning January 1, 2024, through December 31, 2025, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 11- Discussion and action to appoint and/or re-appoint individuals to serve on the South Blanco County Emergency Services District #2 board for a two-year term beginning January 1, 2024, through December 31, 2025. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR moved to re-appoint Lynn McKirdy for her term and to appoint Tom Hendricks for a two-year term beginning January 1, 2024, through December 31, 2025, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 12 - Consider discussion of the December regular meeting normally held on the 4th Tuesday of the month. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to not have the meeting on the 4th Tuesday of the month considering it is one of our scheduled holidays, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 13 - Consider authorization for the County Treasurer to pay utility bills and other expenses that are due and payable prior to the next Commissioners' Court meeting. Vote on any action taken. (Judge Bray & Treasurer Swift)

COMMISSIONER LIESMANN made the motion for the County Treasurer to pay utility bills and other expenses that are due and payable prior to the next Commissioners' Court meeting, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 14 - Consider approval of the specs and purchase of a Land Pride HS Rotary Cutter (Shredder) as outlined in the Capital Equipment section of the FY2023-24 budget. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the specs and purchase of a Land Pride HS Rotary Cutter as outlined in the Capital Equipment section of the FY2023-24, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 15 - Authorization to advertise to bid for projects within the County. Including but not limited to concrete, oil, paving rock, and road material. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to authorize to advertise to bid for projects within the County. Including but not limited to concrete, oil, paving rock, and road material, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 16- Discussion and action regarding a parcel of land off Big Mountain Trail & Crownover Lane per section 104.120 (Family Division exception) of the Blanco County Development Rules & Regulations. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the parcel of land off Big Mountain Trail & Crownover Lane per section 104.120 family division exception of the Blanco

County Development Rules & Regulations as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 17- Discussion and action regarding relief from platting under section 108.000 of the current Blanco County Development Rules & Regulations by Jason Freer for property located off FM1323. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the division whenever the affidavit of land has been turned in and approved by the County Attorney, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 18- Consider burn ban. Vote on any action taken. (Judge Bray)

No Action taken at this time.

ITEM 19- Adjourn.

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

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

Meeting adjourned at 9:31 AM o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this _____
day of January 2024.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct
accounting of the Commissioner's Court authorized proceedings for December 12, 2023.

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

DRAFT

BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

JANUARY 2024

	#10 General Fund	#15 Road & Bridge Fund	#20 Constable #1 Grant	Total
Salaries	\$331,475.00	\$28,494.00	\$	\$359,969.00
Soc/Med	\$ 25,357.84	\$ 2,179.79		\$ 27,537.63
Retirement	\$ 31,887.90	\$ 2,741.12		\$ 34,629.02
Insurance	\$ 62,580.00	\$ 8,086.08		\$ 70,666.08
Group Term Life	\$ <u>432.00</u>	\$ <u>49.84</u>		\$ <u>481.84</u>
Total	\$451,732.74	\$41,550.83	\$	\$493,283.57
TOTAL PAYROLL TO BE APPROVED				
	\$493,283.57			<u>\$493,283.57</u>

County Treasurer *Amelia...* Date 1-5-24

County Judge _____ Date _____

Commissioner Pct 1 _____ Date _____

Commissioner Pct 2 _____ Date _____

Commissioner Pct 3 _____ Date _____

Commissioner Pct 4 _____ Date _____

COPY

All
Official Reports
are IN



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

DATE: January 3, 2024

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNT

FROM: Sheriff Don Jackson

DEPARTMENT Blanco County Sheriff's Office

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE

FUND	LINE ITEM DESCRIPTION	LII	
FROM: <u>GENERAL</u>	<u>Communications/Telephone</u>	<u>113124</u>	
TO: <u>GENERAL</u>	<u>County Phones</u>	<u>10-500-514</u>	<u>\$ 14,000.00</u>

Funds are available.

\$

Reason for request:

New phone service will be on one bill to Courthouse.

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

January 9, 2024

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 172,889.97
015	Road & Bridge Fund	\$ 20,419.29
036	2022 Cert of Obligation Fund	\$ 321,191.56
042	County Court Records Preservation	\$ 200.00
045	Jail Commissary Fund	\$ 1,337.76
060	Interest & Sinking Fund	\$ 50,975.00
Total		\$ 567,013.58

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

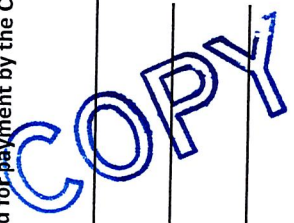
Attest Asst. County Auditor:  Date 1/4/24

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 _____



Blanco County Commissioners' Court

January 9, 2024

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 172,889.97
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036	2022 Cert of Obligation Fund	\$ 321,191.56
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Total		\$ 567,013.58

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Attest Asst. County Auditor: _____

Date

1/4/24

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

County Judge _____

Date _____

Commissioner Pct 1 _____

Commissioner Pct 3 _____

Commissioner Pct 2 _____

Commissioner Pct 4 _____

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
JOHNSON SEWELL FORD/LINCOLN/MERCURY	86767	A	INV#189298 LEC	8,569.95
DEPARTMENT TOTAL				8,569.95
0410-COUNTY CLERK				
CARD SERVICE CENTER	86831	A	4707 1205 3610 0666 SWIFT	291.28
PERRY OFFICE PLUS	86791	A	INV#IN-1532641 CO CLERK	300.68
DEPARTMENT TOTAL				591.96
0411-ELECTIONS ADMINISTRATOR				
CARD SERVICE CENTER	86832	A	4707 1205 3610 0666 SWIFT	706.10
CARD SERVICE CENTER	86833	A	4707 1205 3610 0666 SWIFT	316.58
CARD SERVICE CENTER	86835	A	4707 1205 3610 0666 SWIFT	61.99
STAPLES	86807	A	INV#3554439657 EA	88.17
STAPLES	86808	A	INV#3554928238 EA	34.79
STAPLES	86809	A	INV#3554928241 EA	169.99
STAPLES	86810	A	INV#3554928243 EA	15.19
DEPARTMENT TOTAL				1,392.81
0412-DISTRICT CLERK				
OFFICESUPPLY.COM	86782	A	INV#5735283 DIST CL	191.85
OFFICESUPPLY.COM	86783	A	INV#5744853 DIST CL	276.54
TEXAS ASSOCIATION OF COUNTIES	86813	A	INV#251597/251597 DIST CL	150.00
DEPARTMENT TOTAL				618.39
0415-COUNTY ATTORNEY				
OFFICESUPPLY.COM	86777	A	INV#5731927 CO ATTY	115.00
POLICE & SHERIFFS PRESS	86801	A	INV#186729 CO ATTY	17.60
DEPARTMENT TOTAL				132.60
0420-TAX ASSESSOR/COLLECTOR				
AVEC ENTERPRISES, LLC	86715	A	INV#BTA121823 TAC	159.00
CARD SERVICE CENTER	86834	A	4707 1205 3610 0666 SWIFT	68.18
DEPARTMENT TOTAL				227.18
0425-COUNTY SHERIFF				
A T & T MOBILITY	86704	A	INV #287289997662X12272023 SHERIFF	20.47
AMAZON CAPITAL SERVICES, INC	86710	A	INV#13CC-C7N71TTP LEC	101.65
AUTO CHLOR SERVICES, LLC	86622	A	INV #8499976 LEC	325.64
AUTO CHLOR SERVICES, LLC	86623	A	INV #8478805 LEC	294.55
BILLY PETTY	86718	A	REIMBURSEMENT	85.09
BLANCO COUNTY TAX ASSESSOR-COLLECT	86729	A	LICENSE TAG #1223442 LRC	7.50
CARD SERVICE CENTER	86828	A	4707 1205 3610 0542 JACKSON	21.42
CARD SERVICE CENTER	86829	A	4707 1205 3610 0542 JACKSON	7.00
CARD SERVICE CENTER	86836	A	4707 1205 3610 0377 CO JUDGE	570.00
CARD SERVICE CENTER	86838	A	4707 1205 3610 0377 CO JUDGE	570.00
EXPRESS AUTOMOTIVE SERVICE	86742	A	INV#6470 LEC	114.90
EXPRESS AUTOMOTIVE SERVICE	86743	A	INV#6863 LEC	224.95
EXPRESS AUTOMOTIVE SERVICE	86744	A	INV#6897 LEC	97.70
EXPRESS AUTOMOTIVE SERVICE	86745	A	INV#6926 LEC	56.97
EXPRESS AUTOMOTIVE SERVICE	86746	A	INV#6920 LEC	93.00
FUELMAN	86826	A	FUEL - LEC	7,203.59
GALLS INC	86749	A	INV#026389485 LEC	284.38
GALLS INC	86750	A	INV#026418304 LEC	60.10
GT DISTRIBUTORS, INC	86754	A	INV#INV0980360 LEC	1,551.50
ICS JAIL SUPPLIES INC.	86763	A	INV#INV797424 LEC	247.50
ICS JAIL SUPPLIES INC.	86764	A	INV#INV797482 LEC	63.21

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
JOHNSON CITY PUBLICATIONS LP	86765	A	RENEWAL FOR SHERIFF'S OFFICE	44.00
JOHNSON SEWELL FORD/LINCOLN/MERCURY	86766	A	INV#189298 LEC	1,000.00
MONTGOMERY COUNTY HOSPITAL DISTRICT	86661	A	INV #2720 LEC	234.00
OFFICESUPPLY.COM	86778	A	INV#5726072 LEC	50.96
OFFICESUPPLY.COM	86780	A	INV#5738565 LEC	44.30
OFFICESUPPLY.COM	86781	A	INV#5738565 LEC	229.46
PERFORMANCE FOOD SERVICE	86786	A	INV#2150681 LEC	927.00
PERFORMANCE FOOD SERVICE	86787	A	INV#2150681 LEC	14.24
PERFORMANCE FOOD SERVICE	86788	A	INV#2157774 LEC	732.43
PERFORMANCE FOOD SERVICE	86789	A	INV#2171619 LEC	846.82
PERFORMANCE FOOD SERVICE	86790	A	INV#2164917 LEC	505.74
PETERSON TIRE	86795	A	INV#JC44024 LEC	20.00
PETERSON TIRE	86796	A	INV#JC44065 LEC	20.00
PETERSON TIRE	86797	A	INV#JC44117 LEC	7.00
PETERSON TIRE	86798	A	INV#JC44185 LEC	97.39
PETERSON TIRE	86799	A	INV#JC44186 LEC	97.39
POLICE & SHERIFFS PRESS	86802	A	INV#186667 LEC	17.60
PROFORCE MARKETING, INC	86803	A	IINV#537574 LEC	523.50
SEYMOURS INC.	86805	A	INV#56332 LEC	1,262.51
SIRCHIE SUPPLY	86806	A	INV#0623113-IN LEC	310.16
SOUTHERN HEALTH PARTNERS	86691	A	INV #BASE-49005 JAIL	8,701.01
STEVEN A LOGSDON	86811	A	PRE-EMPLOYMENT EXAMS - COLLINS, D	175.00
VERIZON WIRELESS	86702	A	INV #9952522593 SHERIFF	2,228.05
DEPARTMENT TOTAL				30,089.68
0430-COUNTY TREASURER				
LOCAL GOVERNMENT SOLUTIONS, LP	86659	A	INV #12620 IADT ANNUAL MAINTENANCE	3,510.00
DEPARTMENT TOTAL				3,510.00
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	86624	A	PATIENT 03122014	8.16
BAYLOR SCOTT WHITE	86625	A	PATIENT 06242014	0.01
BAYLOR SCOTT WHITE	86626	A	PATIENT 465874275	0.01
BAYLOR SCOTT WHITE	86627	A	PATIENT 465874275	222.16
CARDIOLOGY CLINIC SAN ANTONIO	86632	A	PATIENT #588740	59.17
CARDIOLOGY CLINIC SAN ANTONIO	86633	A	PATIENT #588740	6.42
CARDIOLOGY CLINIC SAN ANTONIO	86634	A	PATIENT #588740	6.42
CARDIOLOGY CLINIC SAN ANTONIO	86635	A	PATIENT #588740	95.05
CARDIOLOGY CLINIC SAN ANTONIO	86636	A	PATIENT #588740	47.68
CARDIOLOGY CLINIC SAN ANTONIO	86637	A	PATIENT #588740	54.26
CARDIOLOGY CLINIC SAN ANTONIO	86638	A	PATIENT #588740	59.17
CARDIOLOGY CLINIC SAN ANTONIO	86639	A	PATIENT #588740	45.48
CARDIOLOGY CLINIC SAN ANTONIO	86640	A	PATIENT #588740	6.42
CENTURY INTEGRATED PARTNERS	86641	A	PATIENT #15860960 JAIL	101.00
CENTURY INTEGRATED PARTNERS	86642	A	PATIENT #465874275	81.24
CRAIG NEFFENDORF PT	86645	A	PATIENT #12152011	108.00
CRAIG NEFFENDORF PT	86646	A	PATIENT #12152011	108.00
CRAIG NEFFENDORF PT	86647	A	PATIENT #12152011	108.00
CRAIG NEFFENDORF PT	86648	A	PATIENT #12152011	108.00
JOHNSON CITY PHARMACY	86655	A	INV #53 INDIGENT HEALTH CARE	182.50
QUEST DIAGNOSTIC	86680	A	PATIENT #12152011	8.16
SCOTT & WHITE HOSPITAL	86682	A	PATIENT #465874275	1,856.70
SCOTT & WHITE HOSPITAL	86683	A	PATIENT #465874275	120.14
SCOTT & WHITE HOSPITAL	86684	A	PATIENT #465874275	59.92
SCOTT & WHITE HOSPITAL	86685	A	PATIENT #465874275	68.96
SCOTT & WHITE HOSPITAL	86686	A	PATIENT #465874275	6.95
SCOTT & WHITE HOSPITAL	86687	A	PATIENT #465874275	33.95

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
SCOTT & WHITE HOSPITAL	86688	A	PATIENT #03122014	43.87
SCOTT & WHITE HOSPITAL	86689	A	PATIENT #465874275	580.52
SCOTT & WHITE HOSPITAL	86690	A	PATIENT #465874275	103.51
SCOTT & WHITE HOSPITAL	86706	A	PATIENT #465874275	1,856.70
DEPARTMENT TOTAL				6,146.53
0440-COUNTY EXTENSION AGENCY				
CARLEY HOWELL	86732	A	AG AGENT TRAVEL	136.90
CARLEY HOWELL	86733	A	AG AGENT TRAVEL	162.11
GRETCHEN L. SANDERS	86751	A	EXT AGENT TRAVEL	743.11
GRETCHEN L. SANDERS	86752	A	REIMBURSEMENT	39.76
GRETCHEN L. SANDERS	86753	A	EXT AGENT TRAVEL	148.12
FERRY OFFICE PLUS	86793	A	INV#1532811 AGRILIFE	91.48
DEPARTMENT TOTAL				1,321.48
0445-EMERGENCY MANAGEMENT				
A T & T MOBILITY	86703	A	INV #287289997662X12272023 EM	31.35
RUIZ CONSTRUCTION	86804	A	CONCRETE FLOOR	12,000.00
VERIZON WIRELESS	86701	A	INV #9952522593 EM	58.78
DEPARTMENT TOTAL				12,090.13
0450-JUDICIAL EXPENSES				
33RD & 424TH JUDICIAL DISTRICTS CSC	86621	A	INV #231130-1	339.65
BROWN & LACALLADE, P.C.	86628	A	424TH CAUSE #CV09406	127.50
BROWN & LACALLADE, P.C.	86629	A	424TH CAUSE #CV09336	705.00
DAVID CROOK	86649	A	424TH CASE #1912	4,816.00
JENNIFER C. HARRIS	86651	A	424TH CAUSE #09338	682.50
JENNIFER C. HARRIS	86652	A	424TH CAUSE #09336	360.00
JENNIFER C. HARRIS	86653	A	33RD CAUSE #09399	510.00
POTTS & REILLY, LLP	86667	A	424TH CAUSE #08527	270.00
POTTS & REILLY, LLP	86668	A	424TH CAUSE #09338	165.00
POTTS & REILLY, LLP	86669	A	424TH CAUSE #09338	75.00
POTTS & REILLY, LLP	86670	A	424TH CAUSE #09338	60.00
POTTS & REILLY, LLP	86671	A	424TH CAUSE #08527	517.50
POTTS & REILLY, LLP	86672	A	424TH CAUSE #09338	150.00
POTTS & REILLY, LLP	86673	A	424TH CAUSE #09406	30.00
POTTS & REILLY, LLP	86674	A	424TH CAUSE #09406	300.00
POTTS & REILLY, LLP	86675	A	424TH CAUSE #09406	120.00
POTTS & REILLY, LLP	86676	A	33RD CAUSE #CV09399	270.00
POTTS & REILLY, LLP	86677	A	33RD CAUSE #CV09399	142.50
POTTS & REILLY, LLP	86678	A	33RD CAUSE #CV09399	22.50
POTTS & REILLY, LLP	86679	A	33RD CAUSE #CV09399	352.50
REGIONAL PUBLIC DEFENDER FOR CAPITA	86681	A	INV #FY2024.162	4,638.00
DEPARTMENT TOTAL				14,653.65
0451-DISTRICT JUDGE				
ALAN GARRETT	86694	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	86695	A	DISTRICT JUDGE SUPPLEMENT	142.00
BURNET COUNTY TREASURER	86630	A	INV #DC231130-1 DISTRICT JUDGES	7,396.97
EVAN C. STUBBS	86696	A	DISTRICT JUDGE SUPPLEMENT	142.00
EVAN C. STUBBS	86697	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				7,880.97
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	86631	A	INV #DA231130-1 DISTRICT ATTORNEY	24,465.65
DEPARTMENT TOTAL				24,465.65
0453-JUVENILE PROBATION				

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	JUVENILE PROBATION DEPT	86657	A	DECEMBER 2023	5,278.44
	DEPARTMENT TOTAL				5,278.44
0455-COMMUNITY SERVICES					
	JOHNSON CITY LIBRARY	86654	A	ALLOCATED FUNDS 2023-2024	6,000.00
	DEPARTMENT TOTAL				6,000.00
0500-COURTHOUSE EXPENSES					
	BICKERSTAFF HEATH DELGADO ACOSTA LL	86709	A	INV #122062	1,750.00
	BILL'S LOCK & KEY	86717	A	INV#29767 CH	42.00
	CARD SERVICE CENTER	86827	A	4707 1205 3610 0344 COUNTY	106.35
	CARD SERVICE CENTER	86839	A	4707 1205 3610 9397 CO JUDGE	722.30
	CULLIGAN OF FREDERICKSBURG, TX	86737	A	ACCT#93609 LEC	1,435.00
	DECOTY	86650	A	INV #958989	49.00
	DECOTY	86708	A	INV #959164	49.00
	DOUCET & ASSOCIATES, INC	86698	A	INV #130 PLAT AND PLAN REVIEW	270.00
	EMIL UECKER	86739	A	REIMBURSEMENT	49.22
	EMIL UECKER	86740	A	REIMBURSEMENT	86.58
	GULF COAST PAPER CO. INC.	86755	A	INV#2480297	426.85
	HC & HL TECHNOLOGY SOLUTIONS LLC	86705	A	INV #B2729	3,101.40
	HEART OF THE HILLS FIRE & SAFETY	86756	A	INV#0055083 PCT 3, CH, FAIRGROUNDS	522.00
	HEART OF THE HILLS FIRE & SAFETY	86757	A	INV#0055084 PCT 2	368.00
	HEART OF THE HILLS FIRE & SAFETY	86758	A	INV#0055085 LEC	754.00
	HEART OF THE HILLS FIRE & SAFETY	86759	A	INV#0055086 PCT 1&4	494.00
	HEART OF THE HILLS FIRE & SAFETY	86760	A	INV#0055141 N & S ANNEXES	219.00
	HILL COUNTRY REFRIGERATION	86761	A	INV#6428 LECC	263.15
	HILL COUNTRY REFRIGERATION	86762	A	INV#6114 N ANNEX	522.17
	JONATHAN MARK TWITCHELL	86656	A	INV #10 SOUTH ANNEX	400.00
	LOWER COLORADO RIVER AUTHORITY	86660	A	INV #TWER0006199 FEBRUARY 2024	302.39
	MOURSUND INSURANCE AGENCY	86662	A	INV #24017 WEIR	50.00
	MOURSUND INSURANCE AGENCY	86663	A	INV #24016 ADAME	71.00
	MOURSUND INSURANCE AGENCY	86707	A	INV #24007 CROWSON	248.50
	NAVITAS CREDIT CORP.	86664	A	CONTRACT #20102679-1 PHONES	1,501.00
	ODIORNE FEED/RANCH SUPPLY INC	86774	A	INV#208539 LEC	153.75
	OFFICESUPPLY.COM	86776	A	INV#5731920	573.90
	OFFICESUPPLY.COM	86779	A	INV#5726072 LEC	325.94
	PITNEY BOWES BANK INC.	86665	A	ACCT #8000-9090-0697-9400	1,000.00
	POSTMASTER/BOX RENT	86666	A	BOX 471	82.00
	TEXAS COMMISSION ON ENVIROMENTAL	86692	A	ACCT #0620016 OSSF	270.00
	WW GRAINGER, INC	86819	A	INV#9931613989 LEC	141.65
	DEPARTMENT TOTAL				16,350.15
0505-MAINTENANCE DEPARTMENT					
	EMIL UECKER	86741	A	REIMBURSEMENT	34.59
	FUELMAN	86822	A	FUEL - MAINTENANCE	298.80
	DEPARTMENT TOTAL				333.39
0525-CONSTABLE PCT #1					
	FUELMAN	86820	A	FUEL - CONSTABLE 1	222.32
	VERIZON WIRELESS	86700	A	INV #9952522593 CONSTABLE 1	20.79
	DEPARTMENT TOTAL				243.11
0530-CONSTABLE PCT #4					
	FUELMAN	86821	A	FUEL - CONSTABLE 4	92.73
	JOSH BUCY	86768	A	REIMBURSEMENT	1,174.31
	JOSH BUCY	86769	A	REIMBURSEMENT	317.32
	DEPARTMENT TOTAL				1,584.36
0545-VERTERAN SERVICES					

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
VERIZON WIRELESS	86699	A	INV #9952522593 VA	40.21
DEPARTMENT TOTAL				40.21
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	86719	A.	ACCT#2411 RECYCLING	24.00
BLANCO HYDRO GAS CO.	86720	A	ACCT#2411 RECYCLING	55.25
WASTE CONNECTIONS LONE STAR, INC	86693	A	INV #12834705V156 RECYCLE	1,260.00
DEPARTMENT TOTAL				1,339.25
0560-GENERAL FUND CAPITAL EQUIPMENT				
AXON ENTERPRISE, INC	86716	A	INV#INUS212544 LEC	15,190.08
TENNTEX SALES & SERVICE CO. INC.	86814	A	INV#EI-74416 RECYCLING	10,240.00
DEPARTMENT TOTAL				25,430.08
0585-COUNTY INSPECTOR				
CARD SERVICE CENTER	86830	A	4707 1205 3610 0559 ROEDER	100.00
KOFILE TECHNOLOGIES, INC	86658	A	INV #KT-013392 OSSF	4,500.00
DEPARTMENT TOTAL				4,600.00
FUND TOTAL				172,889.97

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
BLANCO COUNTY TAX ASSESSOR-COLLECT	86721	A	FORD REGISTRATION (VIN 2800)	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	86722	A	LICENSE TAG #1143078 PCT 1	7.50
BRAUNTEX MATERIALS, INC.	86730	A	INV#152838 PCT 1	6,536.86
BRAUNTEX MATERIALS, INC.	86731	A	INV#153000 PCT 1	2,173.22
DIRT WORKS	86738	A	INV#27457 PCT 1	2,594.80
FUELMAN	86823	A	FUEL - PCT 1	672.72
N GLANTZ & SON	86770	A	INV#6639513-00 PCT 1	145.09
PETERSON TIRE	86794	A	INV#BL53846 PCT 1	12.95
THIRD COAST DISTRIBUTING, LLC	86815	A	INV#945117 PCT 1	96.50
UNIFIRST CORPORATION	86840	A	ACCT#512256	169.64
DEPARTMENT TOTAL				12,416.78
0550-R&B PCT #2				
ARMADILLO MATERIALS LLC	86713	A	INV#ARM12178 PCT 2	235.12
BLANCO COUNTY TAX ASSESSOR-COLLECT	86723	A	LICENSE TAG #1199665 PCT 2	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	86724	A	LICENSE TAG #1038177 PCT 2	22.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	86725	A	LICENSE TAG #9033207 PCT 2	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	86726	A	LICENSE TAG #1223422 PCT 2	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	86727	A	LICENSE TAG #9022706 PCT 2	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	86728	A	LICENSE TAG #9033206 PCT 2	7.50
COMMERCIAL ALTERNATOR & START	86734	A	INV#13958 PCT 2	166.95
COMMERCIAL ALTERNATOR & START	86735	A	INV#13959 PCT 2	331.90
FUELMAN	86824	A	FUEL - PCT 2	874.34
N GLANTZ & SON	86771	A	INV#6639513-00 PCT 2	145.10
UNIFIRST CORPORATION	86841	A	ACCT#512256	77.24
DEPARTMENT TOTAL				1,890.15
0560-R&B PCT #3				
ASPHALT PATCH ENT. INC.	86714	A	INV#560069 PCT 3	2,235.52
FORD & CREW HOME AND HARDWARE	86747	A	INV#15810/1 PCT 3	64.04
FORD & CREW HOME AND HARDWARE	86748	A	INV#18533/1 PCT 3	28.53
N GLANTZ & SON	86772	A	INV#6639513-00 PCT 3	145.09
ODIORNE FEED/RANCH SUPPLY INC	86775	A	INV#208352 PCT 3	51.04
THIRD COAST DISTRIBUTING, LLC	86817	A	INV#131535 PCT 3	53.99
THIRD COAST DISTRIBUTING, LLC	86818	A	INV#1440-131552 PCT 3	36.99
DEPARTMENT TOTAL				2,615.20
0570-R&B PCT #4				
FUELMAN	86825	A	FUEL - PCT 4	861.64
N GLANTZ & SON	86773	A	INV#6639513-00 PCT 4	145.10
OUTLAW LUMBER & HARDWARE, LLC	86784	A	INV#97720 PCT 4	34.52
OUTLAW LUMBER & HARDWARE, LLC	86785	A	INV#97899 PCT 4	41.36
PETERSON TIRE	86800	A	INV#BL53893 PCT 4	20.00
SUPERIOR STONE, INC	86812	A	INV#76028 PCT 4	2,125.00
THIRD COAST DISTRIBUTING, LLC	86816	A	INV#945117 PCT 4	96.49
UNIFIRST CORPORATION	86842	A	ACCT#512256	173.05
DEPARTMENT TOTAL				3,497.16
FUND TOTAL				20,419.29

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
KENDNEL KASPER CONSTURCTION	86843	R	APPL. #13 FAIR GROUNDS	230,749.44
KENDNEL KASPER CONSTURCTION	86844	R	APPL #5 STAR FLIGHT	90,442.12
DEPARTMENT TOTAL				321,191.56
FUND TOTAL				321,191.56

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
PERRY OFFICE PLUS	86792	A	INV#IN-1532641 CO CLERK	200.00
DEPARTMENT TOTAL				200.00
FUND TOTAL				200.00

TIME:08:32 AM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
AMAZON CAPITAL SERVICES, INC	86711	A	INV#11KK-LMM4-MJF6 LEC	470.36
AMAZON CAPITAL SERVICES, INC	86712	A	INV#1NQV-MP9T-PMQM LEC	284.44
CARD SERVICE CENTER	86837	A	4707 1205 3610 0377 CO JUDGE	468.00
COOK'S DIRECT INC	86736	A	ORDER#SO794848 LEC	114.96
DEPARTMENT TOTAL				1,337.76
FUND TOTAL				1,337.76

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-INTEREST & SINKING EXPENSES				
COMPUTERSHARE TRUST COMPANY, N.A.	86643	A	INV #BLAN 01022024	10,425.00
COMPUTERSHARE TRUST COMPANY, N.A.	86644	A	INV #BLAN 01022024	40,550.00
DEPARTMENT TOTAL				50,975.00
FUND TOTAL				50,975.00

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

567,013.58

State of Texas

County of Blanco

Order for Disbursement of Salaries and Routine Office Expenses

Whereas, Senate Bill 354, 86th Legislative Session effective May 31, 2019, provides that county funds previously budgeted for salaries and authorized office expenses may be disbursed as payment for a salary or routine office expenses; and

Whereas, the Commissioners Court of Blanco County wishes to implement the provisions of this Act; now

It is hereby Ordered as follows:

1. County funds previously budgeted for salaries for officers and employees shall be disbursed by the County Treasurer upon submission of all necessary payroll information by the appropriate department head or supervisor;
2. County funds previously budgeted for the following expenditures or disbursements that are approved by the County Auditor and the County Treasurer may be disbursed before approval by Commissioners Court:

- Routine rent payments,
- Procurement card payments,
- Inmate Transport and airfare charges,
- Utilities including mobile phone, cable, internet, gas, electric and water,
- Fuel card payments,
- Grant payments for OPEN small business grant program,
- Debt payments (principal and interest),
- Routine disbursements to the State of Texas included but not limited to the 1115 Waiver program, fee disbursements, and required grant disbursements,
- Real Estate closing costs approved by the Commissioners Court.

Disbursements made before Commissioners Court approval must be included in the bill report by the County Auditor for the next available Commissioners Court meeting.

Adopted this ____ day of _____, 2024 by a vote of ____ ayes and ____ nays.

COPY

County Judge

Attest: _____
County Clerk

Kinder Morgan Inc. as Paying Agent

No. 236249
Check Date: 12/06/2023
(100197028)

BLANCO COUNTY, PO BOX 471, JOHNSON CITY TX 78636

Description Voucher # Date PO Number

received
12-11-23 CHT

BLANCO COUNTY
PO BOX 471
JOHNSON CITY TX 78636

Kinder Morgan Inc. as Paying Agent

No. 236249
Check Date: 12/06/2023
(100197028)

BLANCO COUNTY, PO BOX 471, JOHNSON CITY TX 78636

Description	Voucher #	Date	PO Number	Gross Amount	Discount Amount	Net Amount Paid
20231127	18500436	11/27/23		\$15,000.00	\$0.00	\$15,000.00
COPY						
Totals				\$15,000.00	\$0.00	\$15,000.00

Detach at Perforation Before Depositing Check
100197028



Kinder Morgan Inc. as Paying Agent
1001 Louisiana Ste 1000
Houston, TX 77002

JP Morgan Chase Bank, N.A.
Dallas, TX
88-88/1113

Check No. 236249

Check Date:
12/06/2023

Fifteen Thousand AND 00/100

Check Amount
\$ **15,000.00

PAY TO THE ORDER OF
BLANCO COUNTY
PO BOX 471
JOHNSON CITY TX 78636

100197028

⑈0000 236 249⑈ ⑆111300880⑆

216839321⑈

Powered by Experience.
Driven by Excellence.™

ADT Commercial
Proposal

COPY



Proposal prepared for:

Blanco County

Presented by:

Arthur Ruiz

| 10/26/2023

Sales Agreement ID: 891599836



Branch:	6923	Sales Representative:	Arthur Ruiz	Today's Date:	10/26/2023
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Customer Information			
Business Name:	Blanco County	Phone:	(830) 868-8223
Address:	101 East Pecan Drive JOHNSON CITY, TX 78636	Billing Address:	101 East Pecan Drive JOHNSON CITY, TX 78636

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)", and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Total Products and Installation Charge: \$26,685.00

Customer hereby agrees to pay ADT, its agents or assigns on a progressive basis as follows:

- The remaining balance of \$26,685.00.

In each case, payments shall be subject to the agreed payment terms described in the Agreement.

Recurring Service Charges: \$298.00 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 60 Months

Pricing under this Agreement is based on an agreement term of Sixty (60) months.

Site Location Information			
Location Name:	Blanco County		
Address:	101 East Pecan Drive JOHNSON CITY, TX 78636		
Site #:	0	Phone:	(830)868-8223

System Design Information			
System Design Name:	iO1000GD Fire Alarm	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	30/30/30/10: 30% of Contract Value Upon Contract Acceptance 30% of Contract Value at Progress Billing 30% of Contract Value at Substantial Completion 10% of Contract Value at Final Acceptance		

Services	
iO1000GD Fire Alarm	
eSuite/Everon	Everon Standard
Monitoring	Fire: Unrated

Service Plan	Extended Service Plan: Parts and Labor			
Signaling	NFPA 72 - SINGLE PATH - 5 minute NOC check-in: Verizon			
Inspections				
Category	Component	Qty	Frequency	Est. 1st Inspection
Inspection Fire	Automatic Init devices (duct detectors) - Manual Test	1	Annual	
Inspection Fire	Automatic Initiating devices (smoke/heat)	5	Annual	
Inspection Fire	Manual Initiating devies (pull stations)	6	Annual	
Inspection Fire	Notification application (horns / strobes)	42	Annual	
Equipment List				
Qty	Manufacturer	Description	Included in Service Plan	
1	EDWARDS	Four loop system with one 250-point loop installed. 110v, gray door.	Yes	
12	EDWARDS	Ceiling Horn/Strobe, 15-115cd, White, FIRE Marking. GRSW-10 Room Side Wiring Plate required, ordered separately.	Yes	
20	EDWARDS	Ceiling Strobe, 15-115cd, White, FIRE Marking. GRSW-10 Room Side Wiring Plate required, ordered separately.	Yes	
1	Space Age Electronics	Fire Alarm Document Box	Yes	
1	Napco	Napco Starlink Cellular Alarm Communicator; Fire; IP / Verizon LTE; Sole Path or Dual Path; Red Metal Enclosure; 120VAC Powered; with Core Commercial / Enterprise Sticker; MUST add 12v, 4AH battery	Yes	
5	EDWARDS	Wall Strobe, 15-110cd, White, FIRE Marking. GRSW-10 Room Side Wiring Plate required, ordered separately.	Yes	
1	EDWARDS	Remote LCD text annunciator with common controls. English.	Yes	
6	EDWARDS	Manual Pull Station - Double Action, 1-stage	Yes	
5	EDWARDS	Control Relay Module. Select for either N.O. or N.C. operation. Rated at 2 amps (24Vdc)	Yes	
1	EDWARDS	Single Input Module. Single circuit input module for use with Normally Open Contact devices. Four selectable personality codes for Alarm latching, or Alarm Delayed latching, or non-latching monitor or	Yes	
4	EDWARDS	Edwards intelligent multi-criteria optical smoke detector, UL/ULC	Yes	
1	EDWARDS	SuperDuct, Signature Series duct smoke detector	Yes	
12	ICC	J-HOOK 34 25PK	Yes	
44	EDWARDS	Universal Mounting Plate, 10 Pack	Yes	
1	Altronix	12V 4AMP RECHARGEABLE BATTERY	Yes	
2	Universal Power Group	D5744 12V 12AH SLA BATTERY	Yes	
38	Erico/Caddy Fasteners	SNAP ON FIXTURE BOX HANGER/50	Yes	
600	Honeywell Cable	16/2 SOL JKT FPLP 5C BX RED	Yes	
1,300	Honeywell Cable	14/2 SOL JKT FPLP 5C RL RED	Yes	
2	Ditek	120V PARALLEL PROT WLOCKOUT	Yes	
5	EDWARDS	Detector Base - Standard, for 4 inch sq. box, includes -TS4 skirt	Yes	
1	EDWARDS	Duct Detector Accessory, 36 in. Sampling Tube	Yes	

Summary of Charges

Equipment & Installation Total	\$23,946.00
Monthly Fee	\$198.00

Scope Of Work

OMNIA Partners Master Contract # R220701 - Facility Technology Integration & Security System Services

ADT Commercial will install a complete Fire Alarm system in accordance with the local authority Having Jurisdiction (AHJ) and NFPA 72 2018 Fire Alarm code. This system will communicate via the dual path communicator included in the proposal. All parts, labor, installation, testing, initial inspection, and final inspection are included in this price with the monthly including monitoring, cell communication, annual inspections, and service, maintenance and warranty. The engineered drawing, battery calculation and CAD drawing are included in the proposal.

Customer understands that the system design, system operation, or specified equipment is subject to final approval by the Authority Having Jurisdiction (AHJ). Any changes to the system design, or specified equipment mandated by the AHJ may result in additional charges to the Customer and Customer will be responsible for payment of such charges.

ADT Commercial will provide for an installation (with some exceptions as listed) of all the fire alarm system components for the Clients facility fire protection. It will include installation, set-up, programming, testing and training. ADT will furnish and install the new devices, control panels, cabling and other required components as listed in the proposal to allow for a fully functional system. ADT will program the system and train staff that will be responsible for its administration upon final completion.

Install an addressable fire alarm system per code. See attached sketch for device locations and placement.

The quoted Fire Alarm price includes:

- Fire alarm equipment
- Shop drawings and submittals
- Wire and labor to pull wire and terminate devices
- System programming
- System testing
- AHJ Submittals and Permitting
- FM inspection during normal working hours
- Project close-out documentation
- Back boxes

Standard Security Inspections

ADT Commercial shall on a routine basis provide a visual inspection, examine, clean, and provide a walk test of system components as necessary for security equipment on premises. System repair, equipment replacement, lift rentals, and other high-reach equipment are excluded.

The frequency of service will depend on the size and complexity of the system and the client's specific needs.

ADT Commercial is to make all inspections and/or minor adjustments to the equipment by the manufacturer's recommendations.

All regularly scheduled inspections shall also be recorded or signed by the ADT Commercial technician. Work tickets shall also show the time arrived and departed from the job.

All identified deficiencies should be documented and presented to the client.

Software updates to control units are not part of a Software Support Agreement (SSA). An SSA must be purchased separately if needed as part of the functionality of the system.

Inclusions/Exclusions

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.
CUSTOMER will be responsible for providing IT support for Firewall and Port opening on their network when using an IP device.
CUSTOMER will be responsible for providing updated drawings of the facilities. If the new drawings reflect changes not identified in the original proposal additional charges will be incurred by the CUSTOMER.
ADT will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon- Fri. using standard labor rates excluding Union and prevailing wage rates.
CUSTOMER will be responsible for providing a dedicated 120 VAC Power Circuit at location of Fire Alarm Control Panel per NFPA 72 guidelines
CUSTOMER shall provide electrical power and access doors / hatches to all duct smoke detectors and/or fire/smoke dampers for fire alarm connection.
Fire Alarm Monitoring
ADT will respond to fire alarm signals received from customer premise. Fire alarm signals can be generated by approved devices on the customers fire alarm panel. Fire alarm signals may also be received from sprinkler system activation.

This proposal excludes full smoke coverage.

FIRE ALARM RESPONSE PROTOCOL

1. Dispatch fire department
2. Call premise for signal verification.

If contact made with proper passcode and authorization to cancel, cancel dispatch and full clear.
If no contact or improper passcode

3. Call contact list following notification procedures.

If no contact with live person or invalid passcode, partial clear to delay signal for 60 minutes, to re-attempt notification. Must make 3 attempts to notify a live person.

4. If contact made with live person on contact list
5. Full clear

Process Assumptions

Must notify even if a restore or cancel has been received

Commercial fire signals require "Confirmed Notification" before full clear. Up to 3 attempts will be made to attempt live notification with the customer.

When calling fire department and the operator states "they" are at the premises testing, representative should still proceed with calling the premises and contact list to notify of alarm. Advise that the fire marshal is testing the fire system, the monitoring company's time of alarm receipt, time of call to fire department, and time premises was called.

ADT Extended Service Plan (ESP) includes the following:

- Labor (M-F normal working hours)
- All listed head end parts are covered.
- All listed peripherals are covered.

System Design Information

System Design Name:	Copy of DMP Wireless Burglar Alarm System	Job #:	
Equipment Ownership:	Customer Owned		

Warranty Period:	90 Days
Products and/or Installation Schedule of Values:	Bill Upon Completion: Total Contract Value at Final Acceptance

Services

Copy of DMP Wireless Burglar Alarm System

eSuite/Everon	Everon Standard
Monitoring	Monitored Partitions: 1 Burglary
Service Plan	Extended Service Plan: Parts and Labor
Signaling	DMP Virtual Keypad App: Cell Connected DMP XT Series Panels and CellCom / DualCom: PrimaryCell

Inspections

Category	Component	Qty	Frequency	Est. 1st Inspection
Intrusion System Inspection	Inspection Intrusion System Initiating Devices	16	Annual	

Equipment List

Qty	Manufacturer	Description	Included in Service Plan
1	DMP	XT50DS-G, Dialer, ADT Keypad 7160-WADT, Transformer, Lock	Yes
1	DMP	LTE CELLULAR COMMUNICATOR, XT30, XT50 VERIZON	Yes
1	DMP	Battery 12 VDC Sealed Lead-Acid 7.0Ah	No
1	DMP	WIRELESS REPEATER FOR XR AND XT PANELS INCLUDES 376L TRANSFORMER	Yes
8	DMP	WIRELESS UNIVERSAL TRANSMITTER, WHT	Yes
4	DMP	Wireless PIR Motion Detector	Yes
100	Honeywell Cable	22 AWG 4C Solid Riser Cable, White, 1000 Ft REELEX Pull Box	Yes

Summary of Charges

Equipment & Installation Total	\$2,739.00
Monthly Fee	\$100.00

Scope Of Work

Install DMP XT-50 Panel, Keypad and cellular communicator. Install contacts 8 doors and 4 motions. Please see site plan for device locations.

For questions, call Art Ruiz 512-585-2750

Install DMP XT-50 Panel and Keypad near the panel at the service desk. Install contacts 9 doors and 1 overhead door. Install two motions in the front lobby area and the mall overhead door entry area. Please site plan for device locations.

For questions, call Aaron (512)203-7019

The monthly service fee includes ADT's Protection Plan, a service that provides a full warranty on all equipment installed and will cover the labor for service/maintenance visits in most cases. A \$75 trip charge is applicable for all service requests.

Standard Security Inspections

ADT Commercial shall on a routine basis provide a visual inspection, examine, clean, and provide a walk test of system components as necessary for security equipment on premises. System repair, equipment replacement, lift rentals, and other high-reach equipment are excluded.

The frequency of service will depend on the size and complexity of the system and the client's specific needs.

ADT Commercial is to make all inspections and/or minor adjustments to the equipment by the manufacturer's recommendations.

All regularly scheduled inspections shall also be recorded or signed by the ADT Commercial technician. Work tickets shall also show the time arrived and departed from the job.

All identified deficiencies should be documented and presented to the client.

Software updates to control units are not part of a Software Support Agreement (SSA). An SSA must be purchased separately if needed as part of the functionality of the system.

Intrusion Security System Inspection

The service provider shall provide an annual preventative inspection schedule that will be performed on a regular schedule, as determined by the service provider and the client. The frequency of service will depend on the size and complexity of the Intrusion System and the client's specific needs.

System repair, equipment replacement, lift rentals, and other high-reach equipment are excluded.

- General / Control Panel
 - Site Documentation present/accurate
 - The zone list is updated and accurate
 - All peripheral equipment is online
 - Resolve and document any tampers/faults
 - Verification of alarm signal communications
 - Conducting a comprehensive system health check to identify any potential issues
 - Providing a report detailing any maintenance performed and identifying any deficiencies that require further attention
- Detection Devices
 - Inspecting and testing all intrusion detection sensors, devices, and related equipment for proper operation
 - Clean devices to prevent dirt buildup when applicable
 - Hold up devices correctly transmitting, if applicable
 - Environmental Devices checked for adverse effects
 - Testing and verifying alarm communications to the monitoring station
 - Reviewing and updating firmware and software as needed
 - Audible sounder check
- Power Supplies
 - Visual Inspection for damage/corrosion
 - Check the Backup battery on/off charge voltage
 - Check the battery installation date

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Inclusions/Exclusions

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

CUSTOMER will be responsible for providing updated drawings of the facilities. If the new drawings reflect changes not identified in the original proposal additional charges will be incurred by the CUSTOMER.

CUSTOMER will be responsible for City, County and State alarm permit fees.

ADT will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon- Fri. using standard labor rates excluding Union and prevailing wage rates.

Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

Intrusion/Burglary Monitoring

ADT will respond to an incoming intrusion alarm that has been activated at a customer's protected premise. The premise alarm system must be armed to send an intrusion event signal.

In localities with verified response policies, ADT often contracts local guard companies to respond to customer site and verify burglary attempt. Guard Response service accounts incur an additional fee. Guard Response is not available in all locales, check with an ADT local office before proposal.

INTRUSION/BURGLARY MONITORING EVENT RESPONSE PROTOCOL

ADT follows Enhanced Call Verification (ECV) standard operating procedures:

Enhanced Call Verification Procedures:

1. Call premises (call both premise numbers if there are two)
2. Call the first number on the first contact. If no contact or passcode, dispatch police department, proceed to Step 3.
3. Dispatch police department
4. Partial clear
5. Call the remaining numbers (if applicable) of the first contact.
6. Call the remainder of the contact list
7. Full clear

eSuite Online Services

eSuite is an online portal that gives customers access to information, video, and hosted service subscriptions. eSuite offerings include:

eSuite 1Data Manager Burglary and fire signal account management, reporting, and management subscription service available in two levels:

Primary Available to all monitored commercial customers for no additional fee. Includes the ability to manage site contacts and to view site level signal activity.

Premier Includes open and close signal logging services, ad hoc and scheduled reporting options and access to the Business Partner tabs and functions including daily dashboards.

PIN MANAGEMENT SERVICES

PIN (Personal Identification Number) Management service is provided on a subscription-basis only and must be purchased as an addition to eSuite 1Data Manager Premier level service. PIN Management refers to the ability to request edits to actual site level user panel codes. PIN Management service allows an authorized customer user to request PIN code changes to their on-site panels via the 1Data Manager Premier portal. PIN code edits are then downloaded to the customer site panels as requested as soon as possible. The PIN Management subscription entitles the customer to one (1) PIN code change request per month, per subscribed site. Site PIN Management change request maximums may be aggregated across the total number of customer sites, not to exceed the total number of two per site. ADT reserves the right to charge for PIN Management change requests that exceed the two per site maximum per month, per download.

ADT Extended Service Plan (ESP) includes the following:

Labor (M-F normal working hours)

All listed head end parts are covered.

All listed peripherals are covered

ADT is not responsible for any items or details not shown that may affect the system concept or design. Any changes in design concept, any additional devices required by State or Local Code, the Authority Having Jurisdiction or Fire Marshall will affect this price accordingly. AutoCAD Background Drawings shall be provided at no additional cost to ADT. There is an extra charge for after hours or weekend labor and any additional devices not shown. Additional devices and labor will be provided upon receipt of an approved change order.

Group Purchase Organization (GPO) Information

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Extended Service Plan | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates |
| <input checked="" type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Monitoring Services | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions |

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT ("Charges"). ADT shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), ADT shall issue invoices monthly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;
- v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be

deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by ADT or (ii) delivery of the Products to Customer. If Products for an Installation are received by ADT prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. Defective Products will be repaired or replaced at ADT's option.

ii. *Services Warranty.* ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns or leases any equipment Customer provides or allows ADT to use;

ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT, prior to ADT continuing work at the affected Premises.

5. Risk of Loss. ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. Termination

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

- i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").
- ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.
- iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.
- iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.
- v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all Losses assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Extended Service Plan

1. Extended Service Plan. The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

1.1. Scope. An ESP is a custom service plan that Customer may purchase for ADT to perform maintenance or repair to Customer's equipment, at ADT's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, ADT shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at ADT's cost as set forth in the Agreement, and for the term set forth therein. ADT shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until ADT has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at ADT's then-current time and materials rates.

1.2. Application, Limitations, and Exclusions. An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts or labor costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an ADT employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs and/or replacements that are excluded from the ESP shall be at Customer's expense at ADT's then-current time and materials rates.

1.3. Suspension for Non-Payment. ADT shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

Product-Specific Terms: Inspection and Testing Services

2. Inspection and Testing Services. The terms of this section and its subsections apply only to inspection and/or testing services provided by ADT ("Inspection and Testing"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

2.1. **Time and Manner of Performance.** Unless agreed otherwise in writing, Inspection and Testing shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Inspection and Testing outside of ADT's normal business hours shall be subject to additional Charges. ADT shall use commercially reasonable efforts to perform Inspection and Testing on Premises and equipment described in the Agreement, in accordance with prevailing industry standards. Inspection and Testing shall be performed only for accessible areas and equipment. The Charges are based upon only the device quantities identified in writing in the Agreement, and any additional devices requiring Inspection and Testing may result in additional Charges.

2.2. **Defects Identified by ADT.** ADT has no obligation to repair any defects identified during Inspection and Testing, unless the defects are on Products ADT has an obligation to repair or replace under a separate warranty, extended service plan, or other Service.

2.3. **Warranty Exclusion.** IN LIMITATION OF SECTION 3 OF THE GTCs, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY INSPECTION AND TESTING SERVICES.

Product-Specific Terms: Monitoring Services

3. Monitoring Services. The terms of this section and its subsections apply only to Recurring Service(s) for which ADT actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

3.1. **Central Station Monitoring.** For Monitoring Services, ADT will program the System to communicate with ADT's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), ADT will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and ADT's response policies. Customer's use of ADT's Smart Alerts™ service, if any, is subject to the Smart Alerts™ Terms of Use, available at <https://www.adt.com/commercial/terms-of-use-smart-alerts>. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. ADT shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. ADT does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. ADT IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. ADT may alter or discontinue any of its response policies without notice and in ADT's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from ADT at Customer's expense. Excessive monitoring activity beyond ADT's reasonable control or requests for ADT to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding ADT's handling of Alarm Signals are of no effect unless agreed to in writing by ADT, which ADT may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises.

3.2. Signal Transmission.

3.2.1. **Transmission By Telephone.** If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that ADT does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify ADT of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes ADT to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for ADT to perform the Monitoring Services.

3.2.2. **Transmission by Digital Communicator.** If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, ADT will provide such connection.

3.2.3. **Transmission by Internet Protocol-Based Services.** If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

3.2.4. **Customer Acknowledgment.** Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that ADT shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of ADT's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3.3. **Video Services.** Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the ADT-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than ADT, or ADT's employees or agents.

3.3.1. **For e-Secure Video Service.** The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service ADT will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. ADT is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. **For Video Verification Service.** The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that ADT will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the

images. ADT does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

3.3.3. *For Remote Tours.* An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.4. *Radio/Cellular Service.*

3.4.1. *For Cellular Backup Service.* If the Agreement includes cellular backup service, ADT will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.4.2. *For Primary Cellular Service.* If the Agreement includes primary cellular service, ADT will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.4.3. *Customer Acknowledgement.* Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond ADT's control, including but not limited to weather events and power failures. Customer acknowledges that ADT recommends a backup means of communication to the Central Station.

3.4.4. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that ADT or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then ADT shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay ADT's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.5. *Wireless Devices.* Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.6. *Direct Connect Services.* If Customer requests direct connect services, ADT will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department (s), which are not ADT's agents or under ADT's control. ADT will not monitor Systems connected through direct connect services. Customer agrees that ADT shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

3.7. *Vault Protection.* If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by ADT, and to notify ADT promptly if such equipment fails to respond to the test.

3.8. *System Maintenance.* Monitoring Services do not include testing, operation, or maintenance of the System; however, Customer can purchase an Extended Service Plan for ADT to perform these services. Except to the extent included in an Extended Service Plan Customer purchases from ADT, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, ADT has no responsibility for the performance of the System.

3.9. *eSuite.* ADT may provide Customer with access to eSuite, ADT's online portal for Monitoring Services account management. ADT may modify, temporarily suspend access to, or permanently discontinue eSuite or any of its functionality at any time, in ADT's sole discretion. If Customer is provided access to eSuite, Customer agrees to use eSuite to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests ADT personnel perform Monitoring Services account management activities that are available to be made by Customer in eSuite.

3.10. *Underlying Casualty Indemnity.* In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of ADT's negligence.

3.11. *Limitation and Warranty Exclusion.* Insurance reflected on any certificate of insurance does not cover Monitoring Services. IN LIMITATION OF SECTION 3 OF THE GTCs, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

Signatures

IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

Customer Signature

ADT Authorized Manager



THOMSON REUTERS™

Order Form

Order ID: Q-07718935

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000672931
BLANCO COUNTY JUDGE
HON BRET BRAY
PO BOX 387
JOHNSON CITY TX 78636-0387 US

"Customer"

Shipping Address

Account #: 1000672931
BLANCO COUNTY JUDGE
HON BRET BRAY
PO Box 387
JOHNSON CITY TX 78636-0387 US

Billing Address

Account #: 1000672931
BLANCO COUNTY JUDGE
HON BRET BRAY
PO Box 387
JOHNSON CITY, TX 78636-0387
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

COPY

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$97.28	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column, counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth in the Monthly Charges column. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-07718935

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 1/6/2024.



THOMSON REUTERS

Attachment

Order ID: Q-07718935

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Payment Method:

Payment Method: Bill to Account
Account Number: 1000672931

This order is made pursuant to: Texas MSA Contract No.
DIR-LGL-CALIR-02: Internal use only (TXMS)

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Payment, Shipping, and Contact Information**Order Confirmation Contact (#28)**

Contact Name: Ashby, Kim
Email: blancoaca1@co.blanco.tx.us

eBilling Contact

Contact Name Kim Ashby
Email blancoaca1@co.blanco.tx.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000672931	BLANCO COUNTY JUDGE	JOHNSON CITY TX 78636-0387 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Kim	Ashby	blancoaca1@co.blanco.tx.us	EML PSWD CONTACT



COPY

MEMORANDUM OF UNDERSTANDING
DIRECT SUBMISSION OF ERECORDINGS

This Memorandum of Understanding – Direct Submission of eRecordings (this "MOU") is made effective as of the "Effective Date" indicated in the data table below (the "Data Table"), by and between "County" (indicated in the Data Table) and GovOS, Inc., a Delaware corporation ("GovOS").

This MOU is intended to outline the procedures and rules for the trusted relationship between GovOS and County to facilitate an agreeable and secure relationship to accept direct submissions via the GovOS eRecording interface, herein known as "eSubmissions," to the GovOS records system(s). GovOS will be delivering documents to County's records system from GovOS's eRecording customers (referred to herein as "Submitters").

DATA TABLE:

Effective Date:	12/14/2023
COUNTY INFORMATION:	
Name:	Blanco County, TX
Address:	101 E. Pecan Dr Johnson City, TX 78636
Primary Contact Name:	Laura Walla
Email Address:	countyclerk@co.blanco.tx.us
Phone Number:	(830) 868-7357
FINANCIAL TERMS:	
Set-Up Fee to County:	\$0.00
Set-up/Onboarding Services & Requirements:	See Schedule A (if any)
Fee(s) to Submitters/End Users:	GovOS may charge commercially reasonable fees to Submitters and/or end users, in GovOS's sole discretion.
RELATIONSHIP FEATURES:	
Simple portal interface that allows the Submitter to upload documents to the County's recording system provided by GovOS.	
Utilization of the API within GovOS to ingest the uploaded documents into the recording workflow for the County.	
Status monitor that allows a Submitter to monitor their submissions. Submission status will be based on the existing eRecording status codes and states that exist within the GovOS API.	
Ability for County to reject eRecording packages using existing rejection reasons and rejection logic in the recording system. Title companies will be notified of Rejection with reasons. Submitter will be able to re-submit any submissions that were rejected by County as a new submission.	
Security functionality allows County to control which title companies can use the direct submission module.	
Security functionality that allows Submitter to decide which Submitter employees can access the direct submission module.	
Daily activity reporting will be available to County within GovOS recording system. Title companies will have details available on eSubmission interface to track and monitor submissions status and related eRecording fees.	
Counties can elect to allow ACH or Escrow Payments (pre-paid accounts) for eRecordings	



- o **ACH:** A daily NACHA file will be set up to run by County via CountyFusion to allow County to complete daily transactions based on documents recorded for each participating Submitters. County sends NACHA file to their bank to process the ACH payments and deposit into County's bank account. A test to confirm ACH account is valid is recommended.
- o **Escrow:** Submitters will have a way to deposit into their accounts for use with eRecordings. County will know if there is enough in the Escrow Account before processing. Documents can be uploaded as pdf or tiff. Upon receipt, County performs an examination of the electronic document, then either completes the recording process or rejects the documents and returns them to Submitter as Rejected. After recording, the electronic document is returned to Submitter as Recorded, with the original recording information contained thereon. The electronic document is stored in the records system as a tiff.

BASIC ELECTRONIC RECORDING DOCUMENT STANDARDS:

Electronic recording permits documents to be prepared, signed and transmitted in electronic format, and electronically recorded documents shall be considered the "original" record of the transaction with the same intended legal effect as paper documents and, if any such document bears a digital or electronic signature, it shall be considered the same as paper documents bearing ink signatures. Electronic documents, compliant with state and federal e-sign legislation are acceptable for electronic recording.

GovOS and County accept these electronic document protocols as standards for e-recording:

- o PRIA standards will be used.
- o Images will be in TIFF or PDF format, at County's request.
- o Encryption will be 128-bit file and image encryption.
- o County may provide requirements for indexing data.
- o Document types that are currently approved for eRecording by County will be available to eRecord.
- o Documents that do not conform to County's recording requirements may be rejected.
- o Submitters will receive a notification that package was rejected that includes the reason(s) for rejection. The Submitter will need to create a new transaction and re-submit corrected document(s).
- o The rules for accepting, reviewing, and processing documents for recording are the same for electronic documents as with paper submissions.

GOVOS RESPONSIBILITIES:

Technical Coordination. GovOS shall be responsible for coordinating all technical problems and issues between GovOS and Submitter customer.

Reporting. GovOS will provide a detailed report of each eSubmission recording sufficient to reconcile fees associated with any/all documents submitted to County via the GovOS direct submission interface for electronic recording.

Payment of Recording Fees. Recording fees are determined by the County and shall be paid electronically via ACH. ACH procedures will be set-up for County to ensure simple day-end procedures.

COUNTY'S RESPONSIBILITIES:

Processing. Electronic recordings received through GovOS direct submission will be processed by County as noted herein.

Availability. County shall process electronically submitted documents during normal business hours.

General Provisions. The following provisions, to be incorporated into electronic recording processes by County will ensure success of electronic recording.

- o County will not reject documents due to incorrect indexing data provided by Submitter unless it affects the County's ability to accurately calculate recording charges or verify the



image. Indexing data is provided to County as a courtesy, not a requirement of the e-recording process.

- o County will make every effort to not void documents after they have been recorded and returned. If a document must be voided, County will notify Submitter immediately.
- o County will notify GovOS via gssupport@govos.com if there are changes in recording fees or recording requirements that might affect Submitters that are using direct submission.
- o County shall apply the same level of diligence and recording standards in handling electronic documents as apply to paper documents.

IMPLEMENTATION:

During the implementation process, County will provide GovOS with information pertinent to the implementation of direct submission and will update said information as it may change from time to time. Any such information will be in addition to this MOU in support of the implementation of direct submissions between County and GovOS. Said information may include:

- Document types to be accepted for electronic recording;
- Recording or indexing requirements, if any;
- County's recording hours of operation;
- ACH account information and/or payment requirements;
- Contact information for business, accounting and technical needs; and
- Up-to-date Fee schedule for all recording costs by document.

MISCELLANEOUS TERMS:

Terms of Use. Use of services provided by GovOS ("**Services**") is subject to GovOS's standard terms of use which can be found at <https://govos.com/terms-of-use> (the "**TOU**"), which terms of use are hereby incorporated into this MOU. Capitalized terms utilized but not defined in this MOU shall have the meaning set forth in the TOU. To the extent County utilizes Services, County shall be construed as the "*Customer*" in the TOU. In the event there is a conflict with a term contained in this MOU and a term contained in the TOU, then the conflict shall be resolved in favor of this MOU.

Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

General Disclaimers. Neither County nor GovOS shall be liable to the other for any damages arising from any delay, omission or error in any recording submitted by or through GovOS. Both parties understand that there are no warranties, express or implied, in connection with e-recording except as written herein. County disclaims any liability for information electronically transmitted to County or any breach of security, fraud or deceit as a result of any electronic recording.

No Waiver of Governmental Immunity. Nothing contained herein waives any protections that may be applicable to County or any of its elected or appointed officials, employees, or agents under any applicable statutes or regulations providing governmental immunity, protections, defenses or limitations on liability County or such related parties that are provided by law.

No Third Party Beneficiaries. The enforcement of the terms of this Agreement and all rights of action relating to such enforcement shall be reserved to the parties of this Agreement.



Document Conformity. County shall be held harmless in any dispute concerning the accuracy, completeness and conformity to the paper originals of any documents electronically recorded.

No Infringement. Neither party shall attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to the other party or used in the electronic recording process.

Disputes. The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this MOU through negotiation, followed by non-binding mediation, before resorting to litigation. The parties hereto agree that this MOU shall be governed and enforced by the laws of (and within) the state in which the County is located.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this MOU as of the Effective Date.

COUNTY:
BLANCO COUNTY, TEXAS

By: _____

Its: _____

Title: Blanco County Judge

GovOS, Inc.

By: _____

Josh Stanley, its CFO



SCHEDULE A: SETUP/ONBOARDING SERVICES & REQUIREMENTS

To be completed during kick-off call.



Eighth Amendment to the Master Services and Purchasing Agreement

This Eighth Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and Blanco County ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

On September 7, 2017, the Parties entered into Master Services and Purchasing Agreement under Quote 123431, as amended by the First Amendment dated March 14, 2018, the Second Amendment dated February 10, 202 the Third Amendment dated February 15, 2023, the Fourth Amendment dated March 17, 2023, the Fifth Amendment dated August 16, 2023, the Sixth Amendment dated November 22, 2023, the Seventh Amendment ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Axon Fleet Appendix; Attachment A
 - b. Quote Q-533095-45260.724AS; Attachment B
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COPY

Attachment A:

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 - 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, **Axon Fleet**) as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 - 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Agency will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f)

resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. -
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Attachment B:
Quote

Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-533095-45260.724AS
 Issued: 11/30/2023
 Quote Expiration: 12/15/2023
 Estimated Contract Start Date: 01/01/2024

Account Number: 121103
 Payment Terms: N30
 Delivery Method:

SHIP TO	BILL TO
Business: Delivery Invoice 400 S US Highway 281 Johnson City, TX 78636-4647 USA	Blanco County Sheriff's Office - TX 400 S US Highway 281 Johnson City TX 78636-4647 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Robert Woodring Phone: (830) 868-7104 Email: rwoodring@co.blanco.tx.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$71,887.20
ESTIMATED TOTAL W/ TAX	\$71,887.20

Discount Summary

Average Savings Per Year	(\$426.72)
TOTAL SAVINGS	(\$2,133.60)

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$14,377.44	\$0.00	\$14,377.44
Dec 2024	\$14,377.44	\$0.00	\$14,377.44
Dec 2025	\$14,377.44	\$0.00	\$14,377.44
Dec 2026	\$14,377.44	\$0.00	\$14,377.44
Dec 2027	\$14,377.44	\$0.00	\$14,377.44
Total	\$71,887.20	\$0.00	\$71,887.20

Quote Unbundled Price: \$69,753.60
 Quote List Price: \$71,887.20
 Quote Subtotal: \$71,887.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3BRe	Fleet 3 Basic Renewal	14	60	\$63.04	\$85.58	\$85.58	\$71,887.20	\$0.00	\$71,887.20
Total							\$71,887.20	\$0.00	\$71,887.20

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic Renewal	80400	FLEET, VEHICLE LICENSE	14	01/01/2024	12/31/2028
Fleet 3 Basic Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	28	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	14

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	14	12/01/2024	12/31/2028

Payment Details

Dec 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3BRe	Fleet 3 Basic Renewal	14	\$14,377.44	\$0.00	\$14,377.44
Total				\$14,377.44	\$0.00	\$14,377.44

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3BRe	Fleet 3 Basic Renewal	14	\$14,377.44	\$0.00	\$14,377.44
Total				\$14,377.44	\$0.00	\$14,377.44

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3BRe	Fleet 3 Basic Renewal	14	\$14,377.44	\$0.00	\$14,377.44
Total				\$14,377.44	\$0.00	\$14,377.44

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3BRe	Fleet 3 Basic Renewal	14	\$14,377.44	\$0.00	\$14,377.44
Total				\$14,377.44	\$0.00	\$14,377.44

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3BRe	Fleet 3 Basic Renewal	14	\$14,377.44	\$0.00	\$14,377.44
Total				\$14,377.44	\$0.00	\$14,377.44

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below

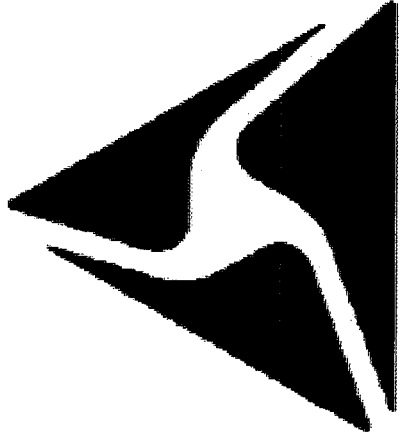
ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Pro

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

11/30/2023



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Blanco } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 66858250

That we, Austin Kyle Smith, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 Constable, his successors in office, in the sum of 2 Two Thousand and 00/100 DOLLARS (\$2,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

COPY

Dated this 13th day of November, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 27th day of October, 2023, duly Elected (Elected—Appointed) to the office of Deputy Constable in and for 3 Blanco County, State of Texas, for a term of 1 year commencing on the 27th day of October, 2023.

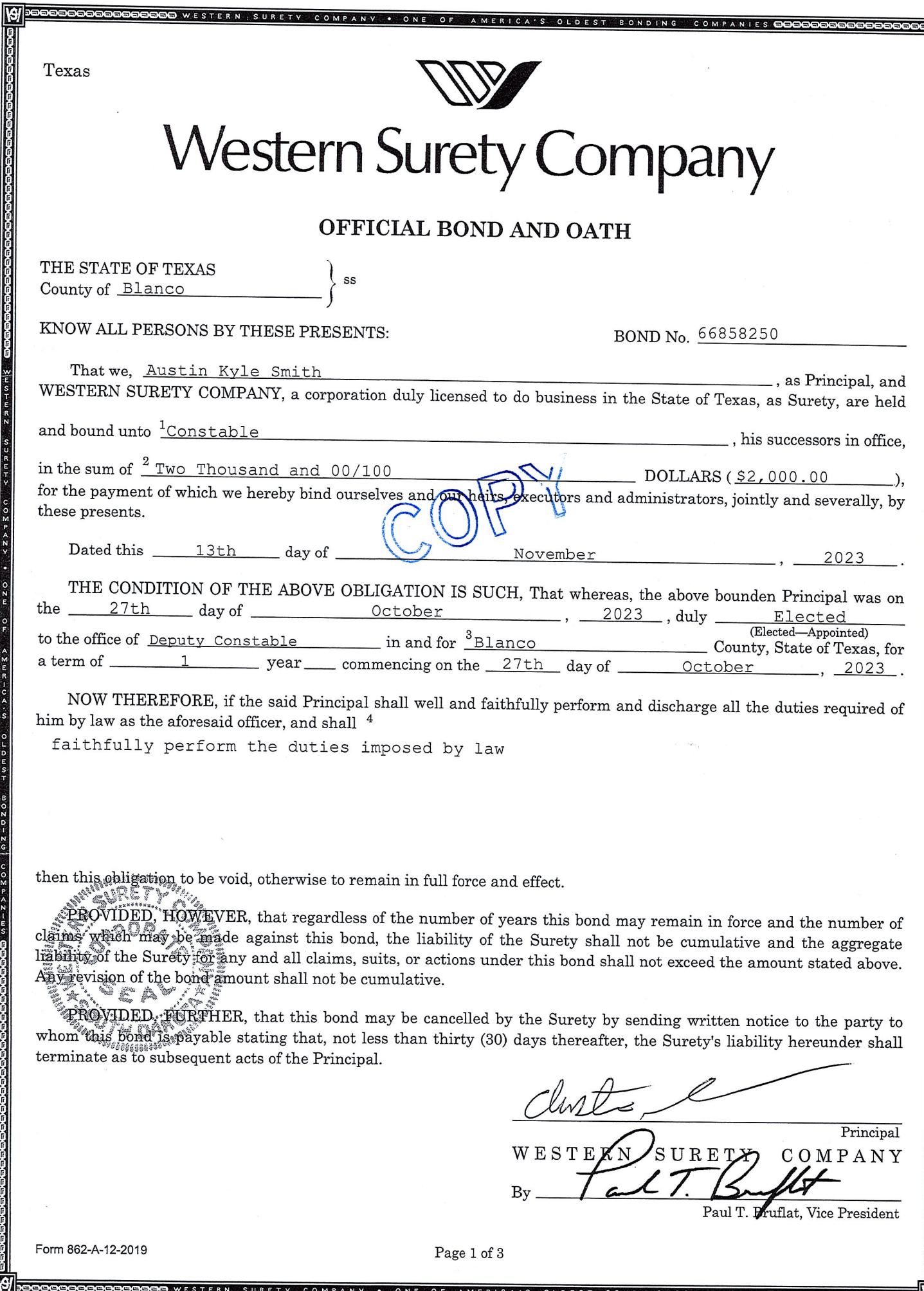
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties imposed by law

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

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

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

Austin Kyle Smith
Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President





TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/1/2023 - 12/31/2023

Hon. Kristen D. Spies
Tax Assessor-Collector
Blanco County
PO Box 465
Johnson City, TX 78636

ID: 243608
Phone: (830) 868-7178
Fax: (830) 868-2228
Enrolled Date: 01/01/2017

Date	Description	Earned Hours
01/01/2023	Excess hours carried from 2022	10.00
06/06/2023	Manufactured Housing & Boat and Motor Titling & Registration	2.00
06/07/2023	89th Annual Tax Assessor-Collectors Association Conference	6.50
08/07/2023	Title Fraud Training	2.00
08/29/2023	Webinar for RTB #003 and RTB #004	1.00
09/19/2023	Bluebonnet Regional Meeting	6.00
10/16/2023	Public Records: Release, Management & Retention	1.00
10/17/2023	FLSA, USERRA, & Sexual Harassment	1.00
10/20/2023	Personnel Management in the Public Sector	1.00
11/14/2023	Security	4.00
11/16/2023	41st V.G. Young School for Tax Assessor-Collectors	13.00
	Total Hours for Year:	47.50

You have met your education requirements for the period 01/01/2023 - 12/31/2023.

You may carry forward to the next reporting period 10.00 hours.

Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 01/02/2024

For questions regarding CE hours, please contact the TACA Education Director at education@tacaofexas.org.

L & L DRILLING CO.

P.O. Box 217
Hye, TX 78635

INVOICE

DATE: 12/28/2023

INVOICE #: 7182

830/868-7427

BILL TO:

SHIP TO:

North Blanco County ESD1
P.O. Box 471
Johnson City, TX 78636

TERMS: NET 30

DATE OF SERVICE: 12/12/2023

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Pump System		
1	Pumpend, sub. Goulds 1 HP, 10 GPM	1,169.00	1,169.00
1	Sub Motor, Goulds Centripro, 1 HP 10GS10; L2338315	805.00	805.00
1	Control Box, 1 HP	179.00	179.00
300	Pipe, Sch 80 PVC 1 1/4" per ft.	3.38	1,014.00
310	Submersible Cable 10/4 jacketed per ft.	2.75	852.50
1	Pressure Tank, Well X Troll 302	1,864.00	1,864.00
1	Fitting Package	1,600.00	1,600.00
1	Labor to install pump	1,500.00	1,500.00
5	Electrical Conduit - Gray PVC 1" per ft.	2.50	12.50
1	EII, Electric Long Sweep 1"	3.64	3.64
7	Pipe, Sch 40 PVC 1 1/4" per ft.	2.75	19.25
1	EII, Sch 40 PVC 1 1/4" SXS	4.99	4.99
1	Coupling, Sch 40 PVC 1 1/4" SXS	3.05	3.05
1	Bushing, Sch 40 1 1/4" x 3/4" SXT	5.72	5.72
1	Hose Bibb, 3/4" Brass	29.67	29.67
1	Breaker Box, Square D	88.50	88.50
1	Breaker, 20 amp, double pole, Square D	23.34	23.34
	Discount - Doantion	-9,174.16	-9,174.16

All accounts are due 30 days following purchase in Hye, Blanco County, Tx. 6% annual rate service charge will be assessed each month on past due balances.

Thank you for choosing L & L Drilling Co. for all your water well needs.

Regulated by:
Texas Dept. of Licensing & Regulation
P.O. Box 12157
Austin, Texas 78711
(800)803-9202 or (512)463-7880

Subtotal \$0.00

Sales Tax (8.25%) \$0.00

Total \$0.00