REGULAR MEETING - NOVEMBER 28, 2023

On this the 28TH day of November 2023 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a Regular and PUBLIC HEARING on Blanco County Development Rules & Regulations, which include RV Parks & Tiny Home Villages 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

Pledge of Allegiance.

Invocation – Led by Commissioner Uecker.

Public Hearing Blanco County Development Rules and Regulations, which include RV Parks & Tiny Homes

The general public and any other interested parties or persons are invited to attend and make comments regarding the Blanco County Development Rules & Regulations, which include RV Parks & Tiny Homes.

Discussion of the Proposed revised Blanco County Development Rules & Regulations, which include RV Parks & Tiny Homes.

Public hearing closed at 9:03 AM. No comments heard at this time.

Return to Regular Meeting

PUBLIC COMMENTS opportunity for the general public to address the Court on any agenda item. Comments are limited to 3 minutes.

No Comments

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

COMMISSIONER WEIR made the motion to disperse and approve the minutes as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 2- Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray).

COMMISSIONER LIESMANN made the motion to ratify as presented, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED, 5/0

ITEM 3- Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to pay the bills in the amount of \$130,095.73 along with additional bills that arrived late due to the Holiday from Verizon, Frontier, The City of Blanco, and PEC in the amount of \$43,694.73, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 4- Presentation and acceptance of the bi-annual report from the Regional SART Team by Rose Jones with the Highland Lake Family Crisis Center. Vote on any action taken. (Judge Bray)

No Action taken

ITEM 5- Consider authorization for the County Judge to enroll elected officials and employees to TAC's Annual Cybersecurity Training Course for FY2023-24 as required by Tx. Gov't Code 2054 5191. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to authorize the County Judge to enroll elected officials and employees to TAC's Annual Cybersecurity Training Course for FY2023-24, 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 6- Consider authorization for the County Judge to sign a three-year renewal for DebtBook software necessary for implementation of GASB 87 & GASB 96. Vote on any action taken. (Judge Bray & Auditor Wenmohs)

COMMISSIONER WEIR made the motion for the County Judge to sign a three-year renewal for DebtBook software necessary for implementation of GASB 87 & GASB 96 as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 7- Discussion and action for the County Judge to enter into an agreement with Vista Solutions Group for Voter Registration Records Management System pending County Attorney approval. Vote on any action taken. (Judge Bray & Auditor Wenmohs)

COMMISSIONER LIESMANN made the motion for the County Judge to enter into an agreement with Vista Solutions Group for Voter Registration Records Management System pending County Attorney approval, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 8- Consider authorization for the County judge to sign the "Takings Impact Assessment" Regarding updating of the Blanco County Development Rules & Regulations. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County judge to sign the "Takings Impact Assessment" Regarding updating of the Blanco County Development Rules & Regulations, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 9- Discussion and action regarding the Blanco County Development Rules & Regulations. Vote on any action taken.

NO ACTION TAKEN THIS DATE

ITEM 10- Discussion and action to approve the updated Blanco County Personnel Policy & Employee Manual. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the updated Blanco County Personnel Policy & Employee Manual with changes from legal department of Blanco County, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

ITEM 11- Consider burn ban.

NO ACTION TAKEN THIS DATE

ITEM 12- Adjourn.

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

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

The meeting was adjourned at 10:49 AM

The above and foregoing minutes were examined and approved in Open Court this _____day of December 2023.

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 November 28, 2023

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

BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

DECEMBER 2023

	#10 General Fund	#15 Road &	#20 Constable #1	Total
		Bridge Fund	Grant	
Salaries	\$334,550.00	\$28,494.00	\$	\$363,044.00
Soc/Med	\$ 25,593.08	\$ 2,179.79		\$ 27,772.87
Retirement	\$ 27,801.11	\$ 2,367.85		\$ 30,168.96
Insurance	\$ 62,580.00	\$ 8,086.08		\$ 70,666.08
Group Term Life	\$ 432.00	\$ 49.84		\$ 481.84
Total	\$450,956.19	\$41,177.56	❤	\$492,133.75
TOTAL PAYROLL TO BE APPROVED	APPROVED			\$492,133.75
County Treasurer	Jun May de		Date 19-7-33	
	Ŋ			
County Judge			Date	. [
Commissioner Pct 1			Date	.
			,	
Commissioner Fct 2			Date	
Commissioner Pct 3			Date	-
Commissioner Pct 4			Date	1

All Official Reports are IN



NO LINE ITEM TRANSFERS

Blanco County Commissioners' Court

December 12, 2023

Invoice File Listing By Fund

Fund	Description	Disbursement	
010	General Fund	\$ 156,956.90	
015	Road & Bridge Fund	\$ 31,800.40	
017	Records Management Co Clerk	\$ 587.65	
020	2023 Cert of Obligation Fund	\$ 1,926.14	
055	Sheriff's Office Special Fund	\$ 16,869.13	
Fotal		\$ 208,140.22	

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

C 115.021 & 115.022	Date			
oners' Court as provided by the Texas LG		Commissioner Pct 3	Commissioner Pct 4	
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	C		P	
The attached list of Clai	County Judge	Commissioner Pct 1	Commissioner Pct 2	

PAGE 1

PREPARER: 0004 DEPARTMENT NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT 0310-GENERAL FUND GRANTS CENTRALSQUARE TECHNOLOGIES 86469 R INV#397117() CONST 4 GRANT 2,300.53 DEPARTMENT TOTAL 2,300.53 0400-COUNTY JUDGE EXPENSES POSTMASTER/BOX RENT 86445 R BOX 387 COUNTY JUDGE 82.00 ZACHRY PUBLICATIONS, LP 86513 R INV#TXCD-1-7050 47.50 DEPARTMENT TOTAL 129.50 0410-COUNTY CLERK CARD SERVICE CENTER CARD SERVICE CENTER 86538
TEXAS ASSOCIATION OF COUNTIES 86500 R 4707 1205 3610 0666 SWIFT 168.93 R INV#215097 CO CLERK 150.00 DEPARTMENT TOTAL 318.93 0411-ELECTIONS ADMINISTRATOR AMG PRINTING & MAILING, LLC 86459 86463 R INV#118302 EA 658.46 BLANCO COUNTY PUBLICATIONS LP R INV#2960 EA 264.00 BLANCO COUNTY PUBLICATIONS LP 86464 R INV#2961 EA 67.50 CARD SERVICE CENTER 86539 R 4707 1205 3610 0666 SWIFT 386.90 ELECTION SYSTEMS & SOFTWARE 86475 R INV#CD2071729 EA 94.98 FUELMAN 86544 FUEL - ELECTIONS 74.70 ROSEMARY ADAME 86493 R REIMBURSEMENT 154.60 86441 VERIZON WIRELESS R INV #9950011442 ELECTIONS 475.70 DEPARTMENT TOTAL 2,176.84 0415-COUNTY ATTORNEY TEXAS DIST. & CO ATTY ASSOC 86501 INV#236941 CO ATTY 80.00 DEPARTMENT TOTAL 80.00 0420-TAX ASSESSOR/COLLECTOR CARD SERVICE CENTER 86535 4707 1205 3610 0666 SWIFT 441.09 DEPARTMENT TOTAL 441.09 0425-COUNTY SHERIFF A T & T MOBILITY 86447 INV #287289997662X11272023 LEC R 20.17 ADAM ACOSTA 86458 R REIMBURSEMENT 194.62 AXON ENTERPRISE, INC 86457 R INV #INUS208036 LEC 12,480.00 AXON ENTERPRISE, INC R 86460 INV#INUS206562 LEC 470.87 AXON ENTERPRISE, INC 86461 R INV#INUS207522 LEC 1,086.63 BENSON BODY & PAINT R 86514 UNIT 1904 MIRROR REPAIR 577.50 BLANCO COUNTY TAX ASSESSOR-COLLECT 86466 R LICENSE TAG #1223441 LEC 7.50 CARD SERVICE CENTER 86543 R 4707 1205 3610 9397 CO JUDGE 96.58 CITY OF JOHNSON CITY 86555 R ACCT #09-1761-01 LEC 78.38 CITY OF JOHNSON CITY 86556 R ACCT #09-1760-01 LEC 1,479.90 CITY OF JOHNSON CITY 86557 R ACCT #09-1762-01 LEC 57.09 DOUG BLEDSOE 86474 R REIMBURSEMENT 481.01 ENDURA, LLC 86471 R ORDER#42306 LEC 4,718.91 EXPRESS AUTOMOTIVE SERVICE 86516 R INV#6637 LEC EXPRESS AUTOMOTIVE SERVICE 86517 R INV#6638 LEC 111.01 EXPRESS AUTOMOTIVE SERVICE 86518 R INV#6642 LEC 78.31 EXPRESS AUTOMOTIVE SERVICE 86519 R INV#6649LEC 78.31 86551 R FUEL - LEC HC & HL TECHNOLOGY SOLUTIONS LLC 4,867.54 86413 R INV #B2719 LEC 2,475.00 JOHNSON CITY HYDRO GAS 86417 R ACCT #2570 JAIL 1,169.25 LAW ENFORCEMENT RISK MGMT GROUP, IN 86480 R INV#238194 LEC 150.00 MOTOROLA SOLUTIONS, INC. R 86481 TRANS#8230428997 LEC 571.43 OFFICESUPPLY.COM 86483 INV#5696554 LEC 188.09

PAGE 2

PREPARER: 0004 DEPARTMENT NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT 86488 R 86489 P PERFORMANCE FOOD SERVICE INV#2137424 LEC 1.253.87 PERFORMANCE FOOD SERVICE R R INV#2143620 LEC 313 31 PETERSON TIRE 86491 INV#JC44009 LEC 7.00 86431 86494 SECURITAS TECHNOLOGY CORP . R INV #6003732355 LEC 487.00 STEVEN A LOGSDON R PRE-EMPLOYMENT EXAMS - BENOIT S R 175.00 TEXAS A&M ENGINEERING EXT SRV 86497 INV#EH7301437 LEC 302.00 86498 86499 TEXAS A&M ENGINEERING EXT SRV R INV#EH7301370 LEC 302.00 TEXAS A&M ENGINEERING EXT SRV R INV#EH7301336 LEC 302.00 VERIZON WIRELESS 86451 R INV #9950053680 SHERIFF 2,488.07 YOUNGBLOOD AUTOMOTIVE & TIRE, INC 86512 R INV#60015988 LEC 813.42 DEPARTMENT TOTAL 37,990.18 0432-COUNTY AUDITOR FIFTH ASSET, INC. 86554 R INV #DB2003805 AUDITOR 7,000.00 DEPARTMENT TOTAL 7,000.00 0435-INDIGENT HEALTH CARE BLANCO PHARMACY & WELLNESS 86403 86404 R ACCT #113 OCTOBER 2023 1,272.92 BLANCO PHARMACY & WELLNESS R ACCT #113 NOVEMBER 2023 90.12 CRAIG NEFFENDORF PT 86407 R PATIENT #12152011 108.00 CRAIG NEFFENDORF PT 86408 R PATIENT #12152011 27.00 CRAIG NEFFENDORF PT 86409 R PATIENT #12152011 106.44 CRAIG NEFFENDORF PT 86410 R PATIENT #12152011 143.19 SCOTT & WHITE HOSPITAL 86428 86429 86430 86456 R PATIENT #06242014 70.03 SCOTT & WHITE HOSPITAL R PATIENT #465874275 6.42 SCOTT & WHITE HOSPITAL R PATIENT #465874275 8.29 SCOTT & WHITE HOSPITAL R PATIENT #03122014 32.36 DEPARTMENT TOTAL 1,864.77 0445-EMERGENCY MANAGEMENT A T & T MORITITY 86446 86450 R INV #287289997662X11272023 EM 31.35 VERIZON WIRELESS INV #9950053680 EM R 58.78 DEPARTMENT TOTAL 90.13 0450-JUDICIAL EXPENSES BROWN & LACALLADE, P.C. 86405 R 33RD CAUSE #09399 165.00 BROWN & LACALLADE, P.C. 86406 R 424TH CAUSE #09406 7.50 JENNIFER C. HARRIS 86415 R 424TH CAUSE #09338 450.00 JOHN T COWART ATTY PLLC R 86416 33RD CASE CR1871 400.00 KERR COUNTY CLERK 86420 R CAUSE #MHT-253 672.50 86422 MATTHEW L. RIENSTRA R 424TH CASE #CR02168 375.00 86423 POTTS & REILLY, LLP R 424TH CAUSE #09338 330.00 POTTS & REILLY, LLP 86424 R 424TH CAUSE #09406 142.50 POTTS & REILLY, LLP 86425 R 424TH CAUSE #08527 150.00 POTTS & REILLY, LLP 86426 R 33RD CAUSE #09081 555.00 86432 86437 STEVEN R WITTEKIEND R 424TH CASE #JV00129 JUVENILE 800.00 TREY BROWN, PLLC R 424TH CASE #CR2112, 2186, 2163, 219 750.00 DEPARTMENT TOTAL 4,797.50 0455-COMMUNITY SERVICES 86402 R 86436 R BLANCO GOOD SAMARITAN CENTER 23-24 DISBURSEMENT 5,000.00 TEXAS WILDLIFE DAMAGE MGMT FUND R INV # 255584 NOVEMBER 2,400.00 DEPARTMENT TOTAL 7,400,00 0500-COURTHOUSE EXPENSES BLANCO COUNTY APPRAISAL DIST 86562 R 1ST QUARTER PAYMENT 66,243.06 CARD SERVICE CENTER 86527 Ŕ 4707 1205 3610 0344 COUNTY 97.28

PAGE 3 PREPARER:0004

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DEPARTMENT				·
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOUNT
CARD SERVICE CENTER	86528	R	4707 1205 3610 0385 LIESMANN	675.00
CARD SERVICE CENTER	86531	R	4707 1205 3610 0385 LIESMANN	675.09
CARD SERVICE CENTER	86540	R	4707 1205 3610 9397 CO JUDGE	179.00
CARD SERVICE CENTER	86541	R	4707 1205 3610 9397 CO JUDGE	610.90
CITY OF JOHNSON CITY	86558	R	ACCT #01-1758-01 ANNEX	55.05
CITY OF JOHNSON CITY	86559	R	ACCT #09-1757-01 PCT 2	78.38
CITY OF JOHNSON CITY	86560	R	ACCT #01-1759-01 ANNEX	191.37 53.44
CITY OF JOHNSON CITY	86561	R	ACCT #01-1756-01 COURTHOUSE	192.58
EMIL UECKER	86520	R	REIMBURSEMENT	31.3
EMIL UECKER	86521	R	REIMBURSEMENT	64.19
GRAVES HUMPHRIES, STAHL, LIMITED	86412	R	REPORT #COL005 JP 4	
GRAVES HUMPHRIES, STAHL, LIMITED	86444	R	REPORT #COLO05 JP 1	120.60
GVTC	86454	R	ID #830-833-5331 PCT 1 & 4 INTERNET	541.23
HC & HL TECHNOLOGY SOLUTIONS LLC	86414	R	INV #B2721	94.95
JOHNSON CITY HYDRO GAS	86418	R	ACCT #2570 COURTHOUSE	3,088.17
JOHNSON CITY PUBLICATIONS LP	86522	R	INV#49200 HOT HEARING	74.97
JONATHAN MARK TWITCHELL	86419	R	INV #0000009 SOUTH ANNEX	32.00
LOWER COLORADO RIVER AUTHORITY	86421	R	INV #TWER0006184 JANUARY 2024	500.00
TERMINIX	86433	R	INV #337983 ANNEX	302.39
TERMINIX	86434	R	INV #337974 LEC	110.00
TERMINIX	86435	R	INV #337975 SOUTH ANNEX	149.00
TEXAS AGRILIFE EXTENSION CONFERENCE	86523	R	CLASS X LEADERSHIP ACADEMY	93.00
TEXAS ASSOCIATION OF COUNTIES	86452	R	INV #NRDD-0010040 DEDUCTIBLE	1,600.00
THIRD COAST DISTRIBUTING, LLC	86503	R	INV#3861-943299 LEC	1,000.00
DEPARTMENT TOTAL			10001 743279 HEC	61.98 76,240.00
505-MAINTENANCE DEPARTMENT				7 7, 2 10 100
FUELMAN	06547	_		
DEPARTMENT TOTAL	86547	R	FUEL - MAINTENANCE	118.16 118.16
315-JUSTICE OF THE PEACE PCT #1				=====
NORTHEAST TEXAS DATA CORP.	86443	R	DIDORS # CLOCKE	
DEPARTMENT TOTAL	00443	K	REPORT #CAS017 JP 1	42.00
DELINITUM TOTAL				42.00
20-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	86411	R	REPORT #CAS017 JP 4	54.00
DEPARTMENT TOTAL				54.00
525-CONSTABLE PCT #1				
FUELMAN	86545	R	FUEL - CONSTABLE 1	37.88
VERIZON WIRELESS	86449	R	INV #9950053680 CONSTABLE 1	20.79
DEPARTMENT TOTAL				58.67
530-CONSTABLE PCT #4				
FUELMAN	86546	R	FUEL - CONSTABLE 4	
GTS TECHNOLOGY SOLUTIONS, INC	86478	R		55.76
DEPARTMENT TOTAL	00470	K	INV#INV0073602 CONST 4	3,857.33 3,913.09
535-911-COUNTY EXPENSES				=
BIS CONSULTING, LLC	86401	R	TNY #10105	
DEPARTMENT TOTAL	86401	ĸ	INV #10195	3,090.00 3,090.00
545-VERTERAN SERVICES				3,030.00
VERIZON WIRELESS	0.6440	_		
DEPARTMENT TOTAL	86448	R	INV #9950053680 VA	40.21
				40.21
550-RECYCLING COORDINATOR				

12/07/2023FUND/DEPARTMENT/VENDOR INVOICE TIME:02:16 PM	E LISTING 00	10 10-0	000-000 GENERAL FUND	CYCLE: ALL	PAGE 4 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
BLANCO HYDRO GAS CO.	86467	R	ACCT#2411 RECYCLING		24.60
WASTE CONNECTIONS LONE STAR, INC DEPARTMENT TOTAL	86442	R	INV #12821954V156 RECYCLE		1,260.00
DEFARIMENT TOTAL					1,284.60
0560-GENERAL FUND CAPITAL EQUIPMENT					
BAMS DIESEL SERVICE	86462	R	INV#3158 PCT 1		2,878.70
CARD SERVICE CENTER	86542	R	4707 1205 3610 9397 CO JUDGE		4,628.00
DEPARTMENT TOTAL					7,506.70
0585-COUNTY INSPECTOR					
CARD SERVICE CENTER	86534	R	4707 1205 3610 0559 ROEDER		20.00
DEPARTMENT TOTAL					20.00
FUND TOTAL					156,956.90

DEPARTMENT TOTAL

FUND TOTAL

182,56

1,267.85

31,800.40

12/07/2023FUND/DEPARTMENT/VENDOR INVOICE TIME:02:16 PM	E LISTING 00	17 RECO	ORDS MANAGEMENT CLERK	CYCLE: ALL	PAGE 6
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES					
GOVERNMENT FORMS & SUPPLIES, LLC	86477	R	INV#0344298 CO CLERK		577.67
PPT	86427	R	INV #82027 COUNTY CLERK		9.98
DEPARTMENT TOTAL					587.65
FUND TOTAL					587.65

12/07/2023FUND/DEPARTMENT/VENDOR INVOI TIME:02:16 PM	CE LISTING 00	50 2023	CERTIFICATE OF OBLIGATION	CYCLE: ALL	PAGE 7 PREPARER:0004
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-EXPENSES CARD SERVICE CENTER COLLIER MATERIALS, INC INGRAM READYMIX INCORPORATED DEPARTMENT TOTAL	86529 86470 86479	R R R	4707 1205 3610 0385 LIESMANN INV#5193304 STAR FLIGHT PROJ INV#7092471 STAR FLIGHT PROJ		495.48 611.16 819.50 1,926.14
FUND TOTAL					1,926.14

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DEPA	RTMENT				
	NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AM
0400-	EXPENSES				
	CARD SERVICE CENTER	86533	R	4707 1205 3610 0542 JACKSON	_
	DELL MARKETING L.P.	86473	R	INV#10715104890 LEC	14.6
	HC & HL TECHNOLOGY SOLUTIONS LLC	86552	R	INV#B2719 LEC	14,64
	DEPARTMENT TOTAL			200 EDC	2,1

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RESOLUTION

Whereas, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County 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; and

Whereas, Blanco County agrees to provide required matching funds for this grant project as required by CAPCOG; and

Whereas, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to CAPCOG in full; and

Whereas, The Commissioners Court of Blanco County designates the County Judge for Blanco County as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Blanco County. Blanco County will maintain any equipment purchased under this grant for a minimum of three years, and funding to support maintenance will be budgeted annually.

Now Therefore, Be it Resolved that The Commissioners Court of Blanco County approves submission of the electronic grant application to the Capital Area Council of Governments Solid Waste Grant Program for funding of a Household Hazardous Waste Management Event.

Signed: Brett G. Bray, County Judge

Passed and Approved this 12th day of December 2023

/HHW 2024CAPCOG Resolution.doc



SHIP TO

Scottsdale, Arizona 85255 Axon Enterprise, Inc. 17800 N 85th St. United States

VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

Quote Expiration: 06/30/2023

Account Number: 121103 Payment Terms: N30 Delivery Method:

Estimated Contract Start Date: 02/01/2024

Q-479512-45048,846BJ Issued: 05/02/2023

Fax: Fax:	
Email: brjones@axon.com Email: rwoodring@co.blanco.tz.us	Email: brjor
Phone: (480) 569-7841	Phone:
Brandon Jones Robert Woodring	
SENTATIVE PRIMARY CONTACT	SALES REPRESENTATIVE

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

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Quote Summary

Average Savings Per Year	COMMAN	IOIAL SAVINGS
60 Months	\$25,930.80	\$25,930.80
Program Length	OST	TED TOTAL W/ TAX

Payment Summary

Date		
	The second secon	
	المقرف والماركة والمراوية والمراوية والمساومة والمساورة والمراورة	A PROPERTY OF THE PROPERTY OF
Jan 2026		
Jan 2027		
	\$25,930.80	61.00.100.100.100.100.100.100.100.100.10

Q-479512-45048.846BJ

Quote Unbundled Price: Quote List Price: Quote Subtotal:

\$32,619.60 \$27,298.80 \$25,930.80

\$25,930.80	Total		\$25,930.80	\$25,930.80
	Tax		\$0.00	\$0.00
	Subtotal		\$25,930.80	\$25,930.80
Quote Subtotal:	Net Price		\$72.03	The second secon
Quote (List Price	The same of the sa	\$90.61 \$75.83	
	Jnbundled		\$90.61	
roposal	Term		09	
wer in p	Ağ		9	
Quote Subtotal: Pricing All deliverables are defailed in Delivery Schedules section lower in proposal	Description		Taser 10 Certification Bundle	
Pricing All deliverables a	lem.	Program	T10Cert	Total

Delivery Schedule

Hardware		ба довору чене подвой терей и подвой	gar era sidandark was persamenaan caran	Constitution
Bundle	Item	Description	απΥ	Estimated Delivery Date
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	9	01/01/2024
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	9	01/01/2024
Taser 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	_	01/01/2024
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	_	01/01/2024
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	_	01/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	120	01/01/2024
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	40	01/01/2024
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	က	01/01/2024
Taser 10 Certification Bundle	100616	TASER 10 BLACKHAWK HOLSTER, RH	9	01/01/2024
Taser 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	-	01/01/2024
Taser 10 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	9	01/01/2024
Taser 10 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	2	01/01/2024
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	-	01/01/2024
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		01/01/2024
Taser 10 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	+	01/01/2024
Taser 10 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	-	01/01/2024
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	-	01/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	ଯ	01/01/2025
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	8	01/01/2025
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	30	01/01/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2027
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	40	01/01/2027
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	\$	01/01/2028
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	ଛ	01/01/2028

Software Bundle	Item	Description	QTY	QTY Estimated Start Date Estimat	Estimated End Date
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	9	02/01/2024	01/31/2029
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	τ-	02/01/2024	01/31/2029
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ervices undie	Description
aser 10 Certification Bundle	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM 6

	d Date	
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QTY Estimated Start Date Estimated End Date 6 01/01/2025			
QTTY	9	2	
Description EXT WARRANTY, TASER 10 HANDLE	EXT WARRANTY, TASER 7 BATTERY PACK	EXT WARRANTY, TASER 7 BATTERY PACK	EXT WARRANTY, TASER 7 SIX BAY DOCK
Item 100704	80374	80374	80396
Bundle Taser 10 Certification Bundle	Laser 10 Certification Bundle	Taser 10 Certification Bundle	Taser 10 Certification Bundle

Payment Details

Jan 2024					n e esta establica proportionale, establica de mentre de la destablica de la destablica de la destablica de la
Invoice Plan	Item	Description Qty	Subtotal	Tax	Total
Year 1	T10Cert		\$5,186,04	\$0.00	\$5,186.04
Total			\$5,186.04	\$0.00	\$5,186.04
Jan 2025					And the second s
Invoice Plan	Item	Description	Subtotal	Tax	Total
Year 2	T10Cert	Taser 10 Certification Bundle 6	\$5,186.19	\$0.00	\$5.186.19
Total			\$5,186.19	\$0.00	\$5,186.19
Jan 2026					
Invoice Plan	llem	Description	Subtotal	Тах	Total
Year 3	T10Cert	Taser 10 Certification Bundle 6	\$5,186.19	\$0.00	\$5,186,19
Total			\$5,186.19	\$0.00	\$5,186.19
Jan 2027					
Invoice Plan	Item	Description Qty	Subtotal	Тах	Total
Year 4	T10Cert	Taser 10 Certification Bundle 6	\$5,186.19	\$0.00	\$5,186,19
Total			\$5,186.19	\$0.00	\$5,186,19
Jan 2028			A the state; taken to see and them. Approximate the second section of the second	Vermed to the second property second to the	
Invoice Plan	Item	Description	Subtotal	Тах	Total
Year 5	T10Cert	Taser 10 Certification Bundle	\$5,186.19	\$0.00	\$5,186.19
Total			\$5,186.19	\$0.00	\$5.186.19

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:

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 extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as 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 This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement described below.

ACEIP:

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

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.

Q-479512-45048.846BJ Page 6

Signature

5/2/2023



Seventh Amendment to the Master Services and Purchasing Agreement

This Seventh 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, 2021, the Third Amendment dated February 15, 2023, the Fourth Amendment dated March 17, 2023, the Fifth Amendment dated August 16, 2023, and the Sixth Amendment dated November ____, 2023 ("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 TASER 10 Appendix; Attachment A
 - b. Quote Q-479512-45048.846BJ; 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:	

Attachment A:

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "<u>Duty Cartridge Replenishment Plan</u>", Agency
 must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty
 and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace
 cartridges used in the line of duty.
- 2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- 4. <u>Trade-in</u>. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- TASER 10 Subscription Term. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
- 6. <u>Access Rights.</u> Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
- 7. Agency Warranty. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
- 8. <u>Purchase Order.</u> To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
- Apollo Grant (US only). If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

Attachment B: Quote







BLANCO COUNTY SHERIFFS DEPT

Blanco Co SO 3 APX 6000 10/09/2023

The design, technical, pricing, and other information ("Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



10/09/2023

BLANCO COUNTY SHERIFFS DEPT P O BOX 365 JOHNSON CITY, TX 78636

RE: Motorola Quote for Blanco Co SO 3 APX 6000 Dear Robert Woodring,

Motorola Solutions is pleased to present BLANCO COUNTY SHERIFFS DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

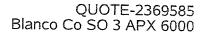
This information is provided to assist you in your evaluation process. Our goal is to provide BLANCO COUNTY SHERIFFS DEPT with the best products and services available in the communications industry. Please direct any questions to Henry Araiza at henry.araiza@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Henry Araiza MR Account Manager

Motorola Solutions Manufacturer's Representative





Billing Address:
BLANCO COUNTY SHERIFFS
DEPT
P O BOX 365
JOHNSON CITY, TX 78636
US

Quote Date:10/09/2023 Expiration Date:12/08/2023 Quote Created By: Henry Araiza MR Account Manager henry.araiza@bearcom.com 12107225924

End Customer: BLANCO COUNTY SHERIFFS DEPT Robert Woodring rwoodring@co.blanco.tx.us (830) 868-7104

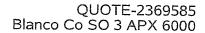
Contract: 17212 - CITY OF AUSTIN (TX)

Line#	tem Number 🕝	Description	Qty	List Price	Sale Price	Ext. Sale Price
* Manager a sparse by the control of	APX™ 6000 Series	APX6000				
1	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	3	\$3,595.00	\$2,444.60	\$7,333.80
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3	\$6.00	\$4.08	\$12.24
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	3	\$110.00	\$74.80	\$224.40
1c	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	3	\$110.00	\$74.80	\$224.40
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	3	\$330.00	\$224.40	\$673.20
1f	QA00580AC	ADD: TDMA OPERATION	3	\$495.00	\$336.60	\$1,009.80
1g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	3	\$306.00	\$306.00	\$918.00
1h	H38BT	ADD: SMARTZONE OPERATION	3	\$1,320.00	\$897.60	\$2,692.80
1i	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





Line#	ltem Number	Description	Qty	List Price	Sale Price	Ext. Sale Price	
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3	\$567.00	\$385.56	\$1,156.68	
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$186.50	\$139.88	\$419.64	
	Product Services			(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Ell symbols y seminageng op grept y * syd symbol skrepter Maller Lawlys warmer	Profestiventification of the executive stage, and the second of the large stage of the demonstration of the second	
3	LSV00Q00202A	WRRS Programming, Code Plug Build	1	\$685.71	\$685.71	\$685.71	
Grand Total			that the remaining paper and any experience or to have	\$15,350.67(USD			

Notes:

 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist					
Marked as PO/ Contract/ Notice to Proceed (PO will not be processed without this)	on Company Letterhead				
PO Number/ Contract Number					
PO Date					
Vendor = Motorola Solutions, Inc.					
Payment (Billing) Terms/ State Contract Nu	ımber				
Bill-To Name on PO must be equal to the L	egal Bill-To Name				
Bill-To Address					
Ship-To Address (If we are shipping to a M	R location, it must be documented on PO)				
Ultimate Address (If the Ship-To address is must be documented on PO)	the MR location then the Ultimate Destination address				
PO Amount must be equal to or greater that	an Order Total				
Non-Editable Format (Word/ Excel templat	es cannot be accepted)				
Bill To Contact Name & Phone # and EMAI	L for customer accounts payable dept				
Ship To Contact Name & Phone #					
Tax Exemption Status					
Signatures (As required)					

INTERLOCAL COOPERATION CONTRACT DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. TBD

The DEPARTMENT OF STATE HEALTH SERVICES ("DSHS" or "SYSTEM AGENCY") and Blanco County ("LOCAL GOVERNMENT"), each a "Party" and collectively the "Parties," enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar ("TxEVER") (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," *Tex. Gov't Code* Chapter 791.



The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

DSHS	Local Government
Name: Department of State Health Services	Name: Blanco County
Attn: Contract Management Section	Attn: Blanco County Clerk
Address: 1100 W 49th Street, MC-1990	Address: 101 E. Cypress PO Box 65
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: Johnson City, TX 78636
Contact Person: Amanda Mendez	Contact Person: Laura Walla
Telephone: (512) 776-2785	Telephone: (830) 868-7357
E-Mail: Amanda.Mendez@dshs.texas.gov	E-Mail: countyclerk@co.blanco.tx.us
Agency Number: 537	

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in ATTACHMENT A, STATEMENT OF WORK.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days' advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months,

DSHS Contract No. HHSREV10000XXXX Page 1 of 8



in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

IV. AMENDMENT

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

V. FEES AND PAYMENT FOR SERVICES

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in ATTACHMENT C, STATEMENT OF WORK.

VI. NOTICE REQUIREMENTS

- A. All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B. Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

Health and Human Services Commission Attn: Office of the Chief Counsel 4601 W Guadalupe St. MC-1100 Austin, Texas 78751

with copy to

Department of State Health Services Attn: Office of General Counsel 1100 W, 49th Street, MC-1919 Austin, TX 78756

C. DSHS shall send legal notices to Local Government at the address below:

Commented [W(1]: Please provide the Name, Address, phone number and email where any legal notices should be sent



- D. Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- E. Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.

DSHS Contract No. HHSREV10000XXXX Page 2 of 8 F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

DSHS Contract No. HHSREV10000XXXX Page 3 of 8

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

ATTACHMENT A: HHS DATA USE AGREEMENT - GOVERNMENTAL ENTITY (VERSION 8.5); ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and ATTACHMENT C: STATEMENT OF WORK.

VIII. MISCELLANEOUS TERMS AND CONDITIONS

- A. Exchange of Personal Identifying Information. The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with Tex. Health and Safety Code Chapter 191.
- B. Suspension of Services or Contract Termination. Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. Governing Law and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. Confidentiality. Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, Tex. Gov't Code Section 552.115.

E. Record Maintenance and Retention

 Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and DSHS Contract No. HHSREV10000XXXX

Page 4 of 8

- conditions of the Contract and all state and federal rules, regulations, and statutes.

 2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.
- F. Dispute Resolution. To the extent that Tex. Gov't Code Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.
- G. Entire Agreement. The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.
- H. Force Majeure. Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

I. INDEMNIFICATION

1. TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR

Page 5 of 8

- PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.
- 2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.
- 3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.
- J. No Waiver of Sovereign Immunity. Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.
- K. Severability. If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.
- L. Waiver. The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

M. Termination

Convenience. Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.

DSHS Contract No. HHSREV10000XXXX Page 6 of 8

- Cause resulting from Material Breach. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon he following condition:
 - i. Material Breach
 - If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
- Cause resulting from Failure to Maintain Financial Viability. DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

IX. CERTIFICATIONS

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party;
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under Tex. Healthand Safety Code Chapter 191 and Tex. Gov't Code Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

SIGNATURE PAGE FOLLOWS

DSHS Contract No. HHSREV10000XXXX Page 7 of 8

SIGNATURE PAGE FOR DSHS CONTRACT NO.TBD

DEPARTMENT OF STATE HEALTH SERVICES	BLANCO COUNTY
Signature	Signature
Manda Hall, MD Printed Name	Printed Name
Associate Commissioner for Community Health Improvement	Tide
Title Date	Date
Date	Date



CONTRACT PRICING WORKSHEET



 Submission #
 5018

 Date Prep:
 7/11/2023

	<u> </u>	WORK	SHEET				Date Prep:		7/11/2023	
This Worksheet is prepared by LAND PRIDE and given to BuyBoard Member. NOTE **PO must be made out: Dealer Name (MDD for Land Pride, Division of Great Plains Mfg.)**** Troy Olson - National Accounts Manager / 785-822-5651 / troy.olson@landpride.com										
Buying Agency	Blanco Co Pct 3			Dealer #:	112051 Dealer Name: Ewald Kubota				nota	
Contact Person	Chris Liesmann			Dealer						
Phone:				Contact: Phone:	Tyler Coffe					
Fax:	512-689-7109	512-689-7109			830-798-88	3800				
1.0000				Email: Ship to	tyler.c@ew	yler.c@ewaldkubota.com				
Email:	blcomm3@co.blanco.tx.us			Location:	Marble Falls					
Product Code:	RC4710	Description:		Land	d Pride HD R	otary Cutte	er (LP2032)			
	Item Base Unit Price Pe			9				\$	20,930.00	
B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)										
	Description		Cost		Description				Cost	
	minate, 5 Tires		\$1,033.00							
21 - HD Single Suspension Center Axle			\$2,303.00							
26 - HD Wi			\$771.00							
32 - 540 CV Main, Cat 4 Wings			\$2,191.00							
40 - Single Chains - Front & Rear			\$505.00							
60 - No Dec			\$0.00							
	Acting Fold Cyl.		\$442.00							
	mance Hitch		\$489.00							
90 - Diamond Blade Bar			\$0.00		Subtotal					
							Subtotal B:		\$7,734.00	
	lished Options - Itemize oublished options are ite		CONTRACTOR OF THE PROPERTY OF		r's bid.)					
Description			Cost		Des	scription			Cost	
					H					
					Subtotal from additional sheet(s):					
				Subtotal C: \$ -						
D. Total C	Cost before any other ap				tc. (A+B+C)					
	Quantity Ordered :		ototal of A+B+C:	\$	28,664.00	=	Subtotal D:	\$	28,664.00	
E. Other	Charges, Trade Ins, Allo	wances, Discounts, Et	:							
			Cost	Description					Cost	
Freight: (GI			\$0.00 \$350.00				<u> </u>			
Set Up:										
Delivery:			\$250.00				Subtotal E:	\$	600.00	
							t Percentage :		32.00%	
		RICE SUBJECT TO CHAI	NGE			D	iscount Total :	\$	9,172.48	
Estimated Delivery Date: TBD				F. Tota	al Purcha	se Price (D+E):	\$	20,091.52		

PUBLIC NOTICE

The Blanco County Commissioners Court is accepting bids for projects within the County, including but not limited to concrete, oil, paving rock, road material. Bidders should contact Commissioner Liesmann @ 830-825-3270 to obtain the specifications. Sealed bids should be returned to: Brett Bray, Blanco County Judge, PO Box 387, Johnson City, Texas 78636, and the bid envelope should be marked "Material Bid 2024" in the lower left-hand corner. Bids must be received on or before 9:00 A.M., Tuesday, January 23, 2024. Bids will be opened and read aloud in Commissioners Court on Tuesday, January 23, 2024. The Blanco County Commissioners Court reserves the right to reject any and all bids.

SO ORDERED: BRETT BRAY BLANCO COUNTY JUDGE