

REGULAR MEETING – TUESDAY, January 23, 2024

On this the 23rd day of January 2024 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.

The judge and all 4 County Commissioners announced present.

Pledge of Allegiance(s) – United States and Texas

Invocation – Led by Commissioner Uecker.

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

D’Anne Welch #14

Kenneth Welch #14

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

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and to accept 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 ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

No line-item transfers, no action taken.

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

COMMISSIONER LIESMANN made the motion to ratify the paid bills in the amount of \$308,452.73 and approve the outstanding bills in the amount of \$457,893.14, 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 - Update on the Veterans' Memorial by Sherry Jenkins. Informational item only. (Judge Bray)

ITEM 5 - Discussion and action regarding the Johnson City Chamber of Commerce's continued use of County property for their monthly market day events. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to allow the Johnson City Chamber of Commerce to continue their use of their monthly market days on the county property for the year of 2024, 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 6 - Acknowledge continuing education for County Clerk Walla as set out in section 51.605 of the Texas Government Code. Vote on any action taken. (Judge Bray & County Clerk Walla)

COMMISSIONER LIESMANN made the motion to acknowledge the education of County Clerk Walla as set out in section 51.605, 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 7 - Acceptance of bond for Deputy District Clerk, Mary Madison Crowson. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER UECKER made the motion to accept the bond of Deputy District Clerk Mary Madison Crowson, 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 appointment of Judge Bray as Blanco County's representative on the Board of Directors for Community Action, Inc. of Central Texas. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to appoint Judge Bray as Blanco County's representative on the Board of Directors for Community Action, Inc. of Central Texas, 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 9 - Consider approval of the specs and purchase of AXON Drone for the LEC as outlined in the Capital Equipment section of the 2023-24 FY budget. Pending County Attorney approval. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER RILEY moved to approve the specs and purchase of AXON Drone for the LEC as outlined in the Capital Equipment section of the 2023-24 FY 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 10 - Consider approval of the specs and purchase of Motorola APX 8500 vehicle radio for the LEC as outlined in the Capital Equipment section of the 2023-24 FY budget. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER LIESMANN made the motion to approve the purchase of Motorola APX 8500 vehicle radio for the LEC as outlined in the Capital Equipment, 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 11 - Consider approval of the specs and purchase of GTS Router, Printer & Antennas for Tahoe for the LEC as outlined in the Capital Equipment section of the 2023-24 FY budget. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER LIESMANN made the motion to approve the specs and purchase of GTS Router, Printer & Antennas for Tahoe for the LEC as outlined in the Capital Equipment, 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 - Authorize the County Judge to enter into a Reciprocal Agreement for Exchange of Confidential Information Under the Texas Tax Code between Blanco County Precinct 1 Constable office and Texas Comptroller of Public Accounts. Pending County Attorney approval. Vote on any action taken. (Judge Bray & Precinct 1 Constable Fisher)

COMMISSIONER WEIR made the motion to authorize the County Judge to enter into a Reciprocal Agreement for Exchange of Confidential Information Under the Texas Tax Code between Blanco County Precinct 1 Constable office and Texas Comptroller of Public Accounts. Pending County Attorney approval, 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 13 - Acknowledge Racial Profile Report for Precinct 4 Constable office. Vote on any action taken. (Judge Bray & Precinct 4 Constable Bucy)

COMMISSIONER RILEY moved to accept the racial profile report for Precinct 4 Constable's office, 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 14 - Discussion and action to approve the updated Blanco County Development Rules and Regulations. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the updated Blanco County Development Rules and Regulations, 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 - Discussion and possible action regarding "Eclipse Day", April 8, 2024. Vote on any action taken. (Judge Bray)

No action taken on this item.

ITEM 16 - Authorization for the County Judge to sign a maintenance agreement with Kirk Felps to clear silt and vegetation from fence line along Rocky Road. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion to authorize the County Judge to sign an agreement with the Felps family so that we can get in there to work on that drainage, 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 the 4 Affidavit of Land Location documents that were filed at the County Clerk's office on December 27, 2023, without Commissioners' Court review and approval. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to reject what has been filed and have them re-file according to our rules and regulations, seconded by Commissioner Weir.

Motion amended to add by COMMISSIONER UECKER, the county attorney, to file an order denying the exemption, Commissioner Weir's second is amended to reflect the same.

JUDGE BRAY – ABSTAINED.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 4/0

ITEM 18 - Open, review, and possibly award bid(s) for project material for FY2023-24. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the bid for \$23000.00 from Ruiz Construction for concrete for the Star Flight entry way pending TxDot approval and allowing us to move forward, 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

COMMISSIONER LIESMANN made the motion to go with Wright Asphalt @ \$2.80 delivered for Paving Oil CRS 2 for our paving oil, 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

COMMISSIONER LIESMANN made the motion to go with Brauntex Material and Malbec Material for Type D Cold Lay, seconded by Commissioner Weir.

COMMISSIONER LIESMANN amended his motion to include to say “Determining the vendor of choice by price and availability by vendor at time of purchase, amended the second 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

COMMISSIONER LIESMANN made the motion to utilize Johnson City Crushed Stone for Grade 4, Grade 5 paving rock, 1 1/2” flex base and 3/4” base material, 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 19 - Discussion and action regarding a parcel of land division off Chimney Valley Rd. per section 104.120 (Family Division exception) of the Blanco County Development Rules & Regulations. Vote on any action taken. (Commissioner Riley)

COMMISSIONER RILEY made the motion to accept the land division off Chimney Valley Rd. per section 104.120 (Family Division exception) of the Blanco County Development Rules & Regulations, 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

ITEM 20 - Discussion and action regarding a parcel of land division off Chimney Valley Rd. per section 104.130 (Lots larger than 10-acre exception) of the Blanco County Development Rules & Regulations. Vote on any action taken. (Commissioner Riley)

COMMISSIONER RILEY moved to accept the land division off Chimney Valley Rd. per section 104.130 (Lots larger than 10-acre exception) of the Blanco County Development Rules & Regulations, 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

ITEM 21 - Acknowledge notice of cancellation of the Private Road subdivision application by developer Michael Zschoche and authorization to release the Letter of Credit I/A/O two- million dollars being held in lieu of a construction bond. Vote on any action taken. (Commissioner Riley)

COMMISSIONER RILEY made the motion to keep the application on file for Private Road subdivision by Michael Zschoche and to release the I/A/O two-million dollars being held in lieu of a construction bond, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – NO

COMMISSIONER WEIR – NO.

COMMISSIONER UECKER – NO.

COMMISSIONER LIESMANN – NO.

COMMISSIONER RILEY – YES. MOTION FAILED 4/1.

ITEM 22 - Adjourn.

COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Riley.

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

Meeting adjourned at 10:59AM.

The above and foregoing minutes were examined and approved in Open Court this _____
day of _____, 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 January 23, 2024.

County Clerk and Ex-Officio Member

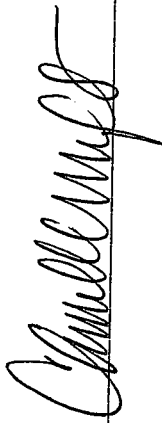
of Commissioner's Court, Blanco County, Texas

DRAFT

BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

FEBRUARY 2024

	#10 General Fund	#15 Road & Bridge Fund	#20 Constable #1 Grant	Total
Salaries	\$323,126.00	\$28,494.00	\$	\$351,620.00
Soc/Med	\$ 24,719.14	\$ 2,179.79		\$ 27,537.63
Retirement	\$ 31,084.72	\$ 2,741.12		\$ 33,825.84
Insurance	\$ 62,580.00	\$ 8,086.08		\$ 70,666.08
Group Term Life	\$ 432.00	\$ 49.84		\$ 481.84
Total	\$441,941.86	\$41,550.83	\$	\$483,492.69
TOTAL PAYROLL TO BE APPROVED				

County Treasurer  Date 2-7-24

County Judge _____ Date _____

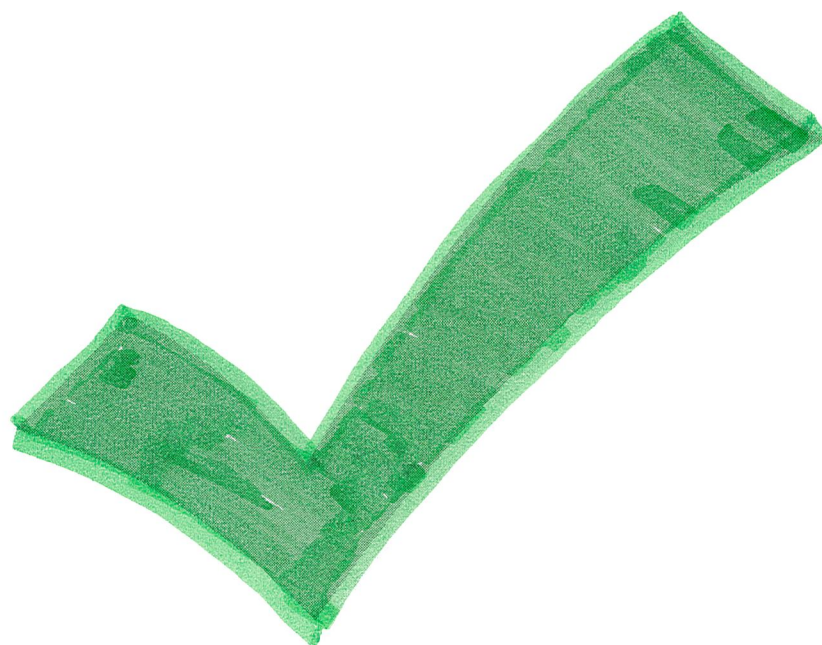
Commissioner Pct 1 _____ Date _____

Commissioner Pct 2 _____ Date _____

Commissioner Pct 3 _____ Date _____

Commissioner Pct 4 _____ Date _____

All
Official Reports
are IN



NO LINE
ITEM
TRANSFERS

Blanco County Commissioners' Court

February 13, 2024

Invoice File Listing By Fund to Ratify

Fund	Description	Disbursement
010	General Fund	\$ 5,368.17
015	Road & Bridge Fund	\$ 275.43
Total		\$ 5,643.60

COPY

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

2-8-24

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
0411-ELECTIONS ADMINISTRATOR					
VERIZON WIRELESS	87049	R	INV #9952480165 ELECTIONS		176.64
DEPARTMENT TOTAL					176.64
0425-COUNTY SHERIFF					
A T & T MOBILITY	87061	A	INV #28728999762X01272024 LEC		20.55
CITY OF JOHNSON CITY	87053	R	ACCT #09-1762-01 LEC		57.09
CITY OF JOHNSON CITY	87054	R	ACCT #09-1761-01 LEC		78.38
CITY OF JOHNSON CITY	87055	R	ACCT #09-1760-01 LEC		1,300.46
DEPARTMENT TOTAL					1,456.48
0445-EMERGENCY MANAGEMENT					
A T & T MOBILITY	87060	A	INV #28728999762X01272024 EM		31.35
DEPARTMENT TOTAL					31.35
0450-JUDICIAL EXPENSES					
BLANCO COUNTY DISTRICT CLERK	87041	R	FEBRUARY 5, 2024 JP4 JURY TRAIL		1,000.00
DEPARTMENT TOTAL					1,000.00
0500-COURTHOUSE EXPENSES					
CANON FINANCIAL SERVICES, INC.	87042	R	INV #31913077 LEC		37.92
CITY OF BLANCO	87062	A	ACCT #04-0016-00 SOUTH ANNEX		123.24
CITY OF JOHNSON CITY	87056	R	ACCT #01-1759-01 ANNEX		53.44
CITY OF JOHNSON CITY	87057	R	ACCT #01-1756-01 COURTHOUSE		249.87
CITY OF JOHNSON CITY	87058	R	ACCT #01-1758-01 ANNEX		78.38
CITY OF JOHNSON CITY	87059	R	ACCT #01-1757-01 PCT 2		191.37
HILL COUNTRY WIRELESS & TECHNOLOGY	87045	R	INV #4235-20240120-1 OLD JAIL		25.00
HILL COUNTRY WIRELESS & TECHNOLOGY	87046	R	INV #3404-20240120-1 PCT 2		25.00
HILL COUNTRY WIRELESS & TECHNOLOGY	87047	R	INV #2492 -20240120-1 ELECTIONS		50.00
HILL COUNTRY WIRELESS & TECHNOLOGY	87048	R	INV #1040-20240120-1 PROBATION		50.00
VERTICAL BRIDGE S3 ASSETS, LLC	87052	R	INV #00843359		1,701.07
DEPARTMENT TOTAL					2,585.29
0530-CONSTABLE PCT #4					
VERIZON WIRELESS	87050	R	INV #9953735891 CONSTABLE #4		80.42
VERIZON WIRELESS	87051	R	INV #9953735891 CONSTABLE #4		37.99
DEPARTMENT TOTAL					118.41
FUND TOTAL					
					5,368.17

DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0550-R&B PCT #2					
FRONTIER COMMUNICATIONS	87043	R	830-868-4471 PCT 2		153.06
DEPARTMENT TOTAL					153.06
0560-R&B PCT #3					
FRONTIER COMMUNICATIONS	87044	R	830-825-3270 PCT 3		122.37
DEPARTMENT TOTAL					122.37
FUND TOTAL					275.43

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

5,643.60

Blanco County Commissioners' Court

February 13, 2024

Invoice File Listing By Fund for Approval

Fund	Description	Disbursement
010	General Fund	\$ 119,805.03
015	Road & Bridge Fund	\$ 59,501.01
017	Records Management Clerk	\$ 11.66
036	2002 Cert of Obligation Project Fund	\$ 218,747.48
045	Jail Commissary Fund	\$ 228.10
050	2023 Certificate of Obligation	\$ 395.00
Total		\$ 398,688.28

COPY

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: *Stephyn Shild* Date 2-8-24

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
0310-GENERAL FUND GRANTS				
DEFENSE TECHNOLOGY, LLC	87119	A	INV#125679 REV1, INV#125680 REV2	1,092.22
DEPARTMENT TOTAL				1,092.22
0410-COUNTY CLERK				
LAURA WALLA	87188	A	REIMBURSEMENT	45.27
DEPARTMENT TOTAL				45.27
0411-ELECTIONS ADMINISTRATOR				
CARD SERVICE CENTER	87207	A	4707 1205 3610 0666 SWIFT	1,378.56
ELECTION SYSTEMS & SOFTWARE	87121	A	INV#CD2074742 EA	237.89
STAPLES	87156	A	INV#3557421416 EA	13.17
STAPLES	87157	A	INV#3557421417 EA	103.81
DEPARTMENT TOTAL				1,733.43
0415-COUNTY ATTORNEY				
JAY B. ABLON	87137	A	REIMBURSEMENT	33.23
OFFICESUPPLY.COM	87142	A	INV#5809055 CO ATTY	101.99
THOMSON WEST	87092	A	INV #849670236 CO ATTORNEY	69.03
DEPARTMENT TOTAL				204.25
0420-TAX ASSESSOR/COLLECTOR				
KRISTEN SPIES - AUTO ACCOUNT	87187	A	DEPOSIT SLIPS	144.63
PERRY OFFICE PLUS	87151	A	INV#IN-1535278 TAC	146.24
DEPARTMENT TOTAL				290.87
0425-COUNTY SHERIFF				
AMAZON CAPITAL SERVICES, INC	87172	A	INV#1F3Y-QR6N-RJ1L LEC	56.42
AUTO CHLOR SERVICES, LLC	87063	A	INV #8521033 LEC	224.35
BLANCO COUNTY TAX ASSESSOR-COLLECT	87112	A	LICENSE TAG #1415557 LEC	7.50
BURNET COUNTY TREASURER	87066	A	INMATE HOUSING	75.00
CARD SERVICE CENTER	87206	A	4707 1205 3610 0542 JACKSON	13.70
CARD SERVICE CENTER	87211	A	4707 1205 3610 9397 CO JUDGE	73.97
CARD SERVICE CENTER	87212	A	4707 1205 3610 9397 CO JUDGE	291.91
DEFENSE TECHNOLOGY, LLC	87118	A	INV#125680 REV2	897.78
EXPRESS AUTOMOTIVE SERVICE	87122	A	INV#7140 LEC	97.70
EXPRESS AUTOMOTIVE SERVICE	87123	A	INV#7154 LEC	216.60
EXPRESS AUTOMOTIVE SERVICE	87124	A	INV#7241 LEC	78.31
EXPRESS AUTOMOTIVE SERVICE	87125	A	INV#7226 LEC	108.41
EXPRESS AUTOMOTIVE SERVICE	87126	A	INV#7277 LEC	93.00
EXPRESS AUTOMOTIVE SERVICE	87127	A	INV#7312 LEC	318.19
EXPRESS AUTOMOTIVE SERVICE	87128	A	INV#7323 LEC	108.41
EXPRESS AUTOMOTIVE SERVICE	87129	A	INV#7338 LEC	70.15
EXPRESS AUTOMOTIVE SERVICE	87180	A	INV#7348 LEC	97.70
EXPRESS AUTOMOTIVE SERVICE	87181	A	INV#7375 LEC	25.42
FREDERICKSBURG DENTISTRY, PLLC	87132	A	INMATE DENTAL - EVANS, R	633.00
FUELMAN	87171	A	FUEL - LEC	6,718.71
GLENN KARNOFSKY	87133	A	INV#10674 LEC	2,063.64
GT DISTRIBUTORS, INC	87134	A	INV#INV0984424 LEC	1,732.50
GT DISTRIBUTORS, INC	87135	A	INV#INV0986033 LEC	853.95
JAMES D. GRAY	87186	A	REIMBURSEMENT	278.72
JOHNSON CITY HYDRO GAS	87075	A	ACCT #2570 JAIL	2,272.12
LAW ENFORCEMENT RISK MGMT GROUP, IN	87141	A	INV#239497 LEC	150.00
MONTGOMERY COUNTY HOSPITAL DISTRICT	87104	A	INV #2795 LEC	324.00
OFFICESUPPLY.COM	87189	A	INV#5807898 LEC	18.29
OFFICESUPPLY.COM	87190	A	INV#5807898 LEC	268.50
PERFORMANCE FOOD SERVICE	87148	A	INV#219106 LEC	850.44

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
PERFORMANCE FOOD SERVICE	87149	A	INV#219106 LEC	14.24
PERFORMANCE FOOD SERVICE	87150	A	INV#2205029 LEC	1,369.42
PERFORMANCE FOOD SERVICE	87193	A	INV#2212388 LEC	1,207.93
PERFORMANCE FOOD SERVICE	87194	A	INV#2212388 LEC	14.24
PETERSON TIRE	87153	A	INV#JC44340 LEC	140.00
PETERSON TIRE	87154	A	INV#JC44400 LEC	7.00
SECURITAS TECHNOLOGY CORP	87084	A	INV #6003859097 LEC	487.00
SOUTHERN HEALTH PARTNERS	87105	A	INV #BASE49502 JAIL	8,701.01
VERIZON WIRELESS	87109	A	INV #9954994053 LEC	2,260.78
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	87201	A	INV#60016865 LEC	497.48
DEPARTMENT TOTAL				33,717.49
0432-COUNTY AUDITOR				
TEXAS ASSOCIATION OF COUNTIES	87160	A	INV#351522 AUDITOR	350.00
DEPARTMENT TOTAL				350.00
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	87064	A	PATIENT #465874275	9,079.47
CARDIOLOGY CLINIC SAN ANTONIO	87069	A	PATIENT #588740	38.23
JOHNSON CITY PHARMACY	87218	A	INV #55	149.58
METHODIST STONE OAK HOSPITAL	87077	A	PATIENT #507453316	18,788.32
SCOTT & WHITE HOSPITAL	87082	A	PATIENT #465874275	97.30
SCOTT & WHITE HOSPITAL	87083	A	PATIENT #465874275	33.95
DEPARTMENT TOTAL				28,186.85
0440-COUNTY EXTENSION AGENCY				
CARLEY HOWELL	87177	A	AG AGENT TRAVEL	1,117.88
GRETCHEN L. SANDERS	87182	A	PO#10646	131.99
PROGRESSIVE AGRICULTURE FOUNDATION	87155	A	ORDER#PAF 20221399	75.00
TEXAS AGRILIFE EXTENSION SERVICE	87159	A	INV#E406927 AGRILIFE	1,373.61
DEPARTMENT TOTAL				2,698.48
0445-EMERGENCY MANAGEMENT				
BURNET COUNTY TREASURER	87067	A	WESTERN CO TOWER SYSTEM	482.36
CARD SERVICE CENTER	87204	A	4707 1205 3610 0385 LIESMANN	303.74
VERIZON WIRELESS	87108	A	INV #9954994053 EM	58.78
DEPARTMENT TOTAL				844.88
0450-JUDICIAL EXPENSES				
BLANCO CO CHILD PROTECTION BD	87215	A	JURY DONATIONS (5)	100.00
CENTRAL TEXAS AUTOPSY PLLC	87070	A	INV #14157 9-25-2023	2,800.00
HILL COUNTRY CHILD ADVOCACY CT	87216	A	JURY DONATIONS (9)	180.00
STATE COMPRTOLLER	87217	A	JURY DONATIONS (2)	40.00
TOM GREEN COUNTY JUVENILE PROTECTIO	87081	A	DECEMBER 2023	2,755.00
DEPARTMENT TOTAL				5,875.00
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	87098	A	OCTOBER 2023	5,278.47
DEPARTMENT TOTAL				5,278.47
0455-COMMUNITY SERVICES				
COMBINED COMMUNITY ACTION INC	87072	A	2024 FISCAL YEAR	6,000.00
TEXAS WILDLIFE DAMAGE MGMT FUND	87091	A	JANUARY 2024	2,400.00
DEPARTMENT TOTAL				8,400.00
0500-COURTHOUSE EXPENSES				
BICKERSTAFF HEATH DELGADO ACOSTA LL	87065	A	INV #122325 RUSTIC HILLS	70.00

DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
BILL'S LOCK & KEY	87111	A	INV#29927 N ANNEX		35.00
CAMILLE H SWIFT	87068	A	REIMBURSE FOR OFFICE FURNITURE		160.00
CARD SERVICE CENTER	87202	A	4707 1205 3610 0344 COUNTY		46.95
CARD SERVICE CENTER	87208	A	4707 1205 3610 0666 SWIFT		173.70
CARD SERVICE CENTER	87209	A	4707 1205 3610 9397 CO JUDGE		139.52
CIRA	87071	A	INV #SOP018639 WEB HOSTING 2024		1,550.00
GRAVES HUMPHRIES, STAHL, LIMITED	87073	A	REPORT #COL005 JP 1		835.23
GRAVES HUMPHRIES, STAHL, LIMITED	87214	A	REPORT #COL005 JP 4		597.67
GVTC	87099	A	ID #830-833-5331 PCT 1 & 4 INTERNET		94.95
HC & HL TECHNOLOGY SOLUTIONS LLC	87074	A	INV #B2736		3,644.88
JOHNSON CITY PUBLICATIONS LP	87185	A	INV#49219		90.00
LOWER COLORADO RIVER AUTHORITY	87076	A	INV #TWER0006212		302.39
PERRY OFFICE PLUS	87152	A	INV#IN-1535278 TAC		325.29
PITNEY BOWES BANK INC.	87079	A	ACCT #8000-9090-0697-9400		1,000.00
TERMINIX	87085	A	INV #339555 SOUTH ANNEX		93.00
TERMINIX	87086	A	INV #339553 COURTHOUSE		88.00
TERMINIX	87087	A	INV #339554 ANNEX		110.00
TERMINIX	87088	A	INV #339552 LEC		149.00
TEXAS ASSOCIATION OF COUNTIES	87089	A	ANNUAL DUES		820.00
TEXAS ASSOCIATION OF COUNTIES	87090	A	INV #00000538 WORK COMP		12,629.00
TK ELEVATOR	87093	A	INV #3007726185		343.88
WASTEWATER TRANSPORT SERVICES	87094	A	INV #11127056 LEC		607.92
WW GRAINGER, INC	87164	A	INV#9976030982		908.30
DEPARTMENT TOTAL					24,814.68
0505-MAINTENANCE DEPARTMENT					
FUELMAN	87166	A	FUEL - MAINTENANCE		219.57
DEPARTMENT TOTAL					219.57
0515-JUSTICE OF THE PEACE PCT #1					
NORTHEAST TEXAS DATA CORP.	87078	A	REPORT #CAS017 JP 1		44.00
DEPARTMENT TOTAL					44.00
0520-JUSTICE OF THE PEACE #4					
NORTHEAST TEXAS DATA CORP.	87213	A	REPORT #CAS017 JP 4		20.00
DEPARTMENT TOTAL					20.00
0525-CONSTABLE PCT #1					
FUELMAN	87165	A	FUEL - CONSTABLE 1		297.15
VERIZON WIRELESS	87107	A	INV #9954994053 CONSTABLE #1		20.79
DEPARTMENT TOTAL					317.94
0530-CONSTABLE PCT #4					
AXON ENTERPRISE, INC	87110	A	INV#INUS195012 CONST 4		1,917.07
BLANCO COUNTY TAX ASSESSOR-COLLECT	87176	A	LICENSE TAG #1199672 CONST 4		7.50
JOSH BUCY	87139	A	REIMBURSEMENT		95.00
JOSH BUCY	87140	A	REIMBURSEMENT		175.00
PETERSON TIRE	87196	A	INV#BL54093 CONST 4		7.00
DEPARTMENT TOTAL					2,201.57
0545-VERTERAN SERVICES					
VERIZON WIRELESS	87106	A	INV #9954994053 VA		40.22
WENDY STRUNK	87162	A	REIMBURSEMENT		339.05
DEPARTMENT TOTAL					379.27
0550-RECYCLING COORDINATOR					
BLANCO HYDRO GAS CO.	87114	A	ACCT#2411 RECYCLING		31.50

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
TENNTEX SALES & SERVICE CO. INC.	87158	A	INV#A75270 RECYCLING	525.00
DEPARTMENT TOTAL				556.50
0560-GENERAL FUND CAPITAL EQUIPMENT				
GTS TECHNOLOGY SOLUTIONS, INC	87183	A	INV#INV0075167 LEC	2,410.06
DEPARTMENT TOTAL				2,410.06
0585-COUNTY INSPECTOR				
EXPRESS AUTOMOTIVE SERVICE	87179	A	INV#7184 CO INSP	85.13
FUELMAN	87167	A	FUEL - INSPECTOR	39.10
DEPARTMENT TOTAL				124.23
FUND TOTAL				119,805.03

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
D&D FENCE AND RENTAL, LLC	87117	A	INV#F01-1008157 PCT 1	678.38
DIRT WORKS	87120	A	INV#27537 PCT 1	2,861.15
FUELMAN	87168	A	FUEL - PCT 1	736.47
GVTC	87100	A	ID #830-833-5331 PCT 1	40.33
OUTLAW LUMBER & HARDWARE, LLC	87143	A	INV#102279 PCT 1	7.99
OUTLAW LUMBER & HARDWARE, LLC	87144	A	INV#102455 PCT 1	15.98
PATHMARK TRAFFIC PRODCT/TX INC	87145	A	INV#18800 PCT 1	347.21
UNIFIRST CORPORATION	87095	A	ACCT #512256 PCT 1	204.43
DEPARTMENT TOTAL				4,891.94
0550-R&B PCT #2				
BLANCO COUNTY TAX ASSESSOR-COLLECT	87113	A	LICENSE TAG #9049771 PCT 2	7.50
FUELMAN	87169	A	FUEL - PCT 2	637.91
HOLT COMPANY OF TEXAS	87184	A	INV#PIMA0423086 PCT 2	75.10
PATHMARK TRAFFIC PRODCT/TX INC	87191	A	INV#18928 PCT 2	71.40
UNIFIRST CORPORATION	87096	A	ACCT #512256 PCT 2	96.55
DEPARTMENT TOTAL				888.46
0560-R&B PCT #3				
ARMADILLO MATERIALS LLC	87173	A	INV#-ARM12901 PCT 3	914.02
ARMADILLO MATERIALS LLC	87174	A	INV#_ARM13067 PCT 3	601.39
BLANCO COUNTY TAX ASSESSOR-COLLECT	87175	A	LICENSE TAG #1446737 PCT 3	7.50
CARD SERVICE CENTER	87203	A	4707 1205 3610 0385 LIESMANN	240.60
CARD SERVICE CENTER	87205	A	4707 1205 3610 0385 LIESMANN	913.01
COLLIER MATERIALS, INC	87178	A	INV#5200742 PCT 3	187.07
FORD & CREW HOME AND HARDWARE	87130	A	INV#19156/1 PCT 3	162.43
FORD & CREW HOME AND HARDWARE	87131	A	INV#19192/1 PCT 3	48.98
HYE PIPE & FEED	87136	A	INV#3454381 PCT 3	375.00
PATHMARK TRAFFIC PRODCT/TX INC	87192	A	INV#18923 PCT 3	913.60
PETERSON TIRE	87195	A	INV#BL54174 PCT 3	7.00
RUIZ CONSTRUCTION	87197	A	MARTINE SLAB, OLD SPICEWOOD RD	18,243.50
RUIZ CONSTRUCTION	87198	A	LO SLAB, OLD SPICEWOOD RD	24,640.00
STROEHER & OLFERS INC	87199	A	INV#227070 PCT 3	1,593.23
THIRD COAST DISTRIBUTING, LLC	87200	A	INV#133043 PCT 3	520.97
WILSON CULVERTS, INC.	87163	A	INV#90629 PCT 3	2,340.00
DEPARTMENT TOTAL				51,708.30
0570-R&B PCT #4				
D&D FENCE AND RENTAL, LLC	87116	A	INV#F01-1008157 PCT 4	678.38
FUELMAN	87170	A	FUEL - PCT 4	862.57
GVTC	87101	A	ID #830-833-1077 PCT 4	40.33
PAY AND SAVE INC.	87146	A	ACCT#136095 PCT 4	47.69
PAY AND SAVE INC.	87147	A	ACCT#136095 PCT 4	0.70
THIRD COAST DISTRIBUTING, LLC	87161	A	INV#949405 PCT 4	38.48
UNIFIRST CORPORATION	87097	A	ACCT #512256 PCT 4	344.16
DEPARTMENT TOTAL				2,012.31
FUND TOTAL				59,501.01

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
PPT	87080	A	INV #82757 CO CLERK	11.66
DEPARTMENT TOTAL				11.66
FUND TOTAL				11.66

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
KENDNEL KASPER CONSTURCTION	87102	A	PROGECT #23-001 STARFLIGHT	62,642.29
KENDNEL KASPER CONSTURCTION	87103	A	PROJECT #22078 APPL 14 FAIR GROUNDS	156,105.19
DEPARTMENT TOTAL				218,747.48
FUND TOTAL				218,747.48

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
CARD SERVICE CENTER	87210	A	4707 1205 3610 9397 CO JUDGE	66.87
COOK'S DIRECT INC	87115	A	INV#N820394 LEC	161.23
DEPARTMENT TOTAL				228.10
FUND TOTAL				228.10

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
JAY LEE HOBBS, JR	87138	A	INV#79 FAIR GROUNDS PROJECT	395.00
DEPARTMENT TOTAL				395.00
FUND TOTAL				395.00

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

398,688.28

PROCLAMATION

THE STATE OF TEXAS

COUNTY OF BLANCO

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the San Antonio Chapter of the Sons of the American Revolution wish to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Tuesday, February 22, 2022.

NOW THEREFORE I, Brett Bray, by virtue of the authority vested in me as Blanco County Judge, do hereby proclaim Thursday February 22, 2024, as

PRESIDENT GEORGE WASHINGTON DAY

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Blanco County Commissioners' Court, this 13th day of February 2024.

ATTEST:

Laura Walla, Blanco County Clerk

Brett Bray, Blanco County Judge

COPY

**ATTORNEY FEES EXPENSE VOUCHER
33RD/424TH JUDICIAL DISTRICTS AND COUNTY COURTS**

INSTRUCTIONS

1. SHOW ONLY ONE DEFENDANT AND TYPE OF CASE PER VOUCHER.
2. ATTACH PAID INVOICES WHERE APPLICABLE.
3. FILL IN ALL APPLICABLE SECTIONS AND CERTIFY YOUR APPEARANCE.
4. FORWARD COMPLETED VOUCHER TO THE PRESIDING JUDGE FOR APPROVAL.

COURT APPEARANCE INFORMATION

DEFENDANT/RESPONDENT: _____ CASE NUMBER _____

COUNTY: _____ TYPE OF CASE: Fel Misd. Revo. Juv. _____

Check (✓) below to indicate disposition of case and the amount requested.

If requesting an amount in excess of the standard amount, attach a written explanation & justification enter the additional amount requested here: \$ _____

FELONY & JUVENILE ADJ. SCHEDULE	<input checked="" type="checkbox"/>	Std. Amt.	For Court's Use
Guilty Plea - State Jail		\$325	
Guilty Plea - All Other Felony		425	
Dismissal of Case		375	
Indictment Quashed		250	
Non-jury Trial - State Jail		500 / day (1	
Non-jury Trial - All Other Felony		625 / day (2	
Open Plea to Ct. - Trial on Pun. - State Jail		500 (1	
Open Plea to Ct. - Trial on Pun. - All Other Felony		625 (1	
Jury Trial - State Jail		750 /day (2	
Jury Trial - All Other Felony		950 / day (3	
Appeal - State Jail		1,250	
Appeal - All Other Felony		2,000	
Revocations & Requests to Adjudicate (X2 If Contested Hearing)		375	
Multiple Case Disposition, additional		250	
Juvenile Adjudication & Disp. - Plea		375	
Juvenile Adjudication & Disp. - Bench Trial		625 (1	
Juvenile Adjudication - Jury & Disp.		625 / day (3	
Juvenile Detention		75	

Plus, up to the following amounts for pretrial work:

(1) 625 (2) 900 (3) 1,250 — attach itemized statement of services to justify pretrial work.

MISDEMEANOR SCHEDULE	<input checked="" type="checkbox"/>	Std. Amt.	For Court's Use
Guilty Plea		\$200 \$275	
Dismissal of Case		\$200 \$175	
Information Quashed		\$200 \$200	
Non-jury Trial		450 day *	
Open Plea to Court - Trial on Punishment		375 day **	
Jury Trial		625 day ***	

- * \$275 half day
- ** \$250 half day
- *** \$375 half day



TEXAS ASSOCIATION *of* COUNTIES COUNTY INFORMATION RESOURCES AGENCY

SERVICES AGREEMENT

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

COPY

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. **GENERAL TERMS AND CONDITIONS**
 - 1.1 **Definitions.**
 - 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
 - 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of hosted content ; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Security enhancements. CIRA may make updates and/or implement changes

to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION

SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

To CIRA:

The County Information Resources Agency

c/o Texas Association of Counties

1210 San Antonio Street

Austin, Texas 78701

Attn: CIRA Manager

Support@county.org

Fax: (512) 479-1807

To Member:

To the CIRA Coordinator specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancellation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Email Administrator.

Member shall designate three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

- 2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.
- 2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.
- 2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.
- 2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.
- 2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.
- 2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.
- 2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

3.6 Website posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) Any edit request submitted by Member that is deemed a customization of the

website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and

- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

COUNTY INFORMATION RESOURCE AGENCY

By: _____ Date: _____
Executive Director
Texas Association of Counties

MEMBER:

By: _____ Date: _____
[Signature]

Brett Bray
[Printed Name]

Blanco County Judge
[Title]

CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: Brett Bray

Title: Blanco County Judge

County: Blanco

Telephone Number: 830-868-4266

Email Address: Cojudge@co.blanco.tx.us

Physical Address: 101 E Pecan

Johnson City, TX 78636

MEMBER EMAIL ADMINISTRATOR (*required - applicable for email services only*) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

Level 1 (*Required for all Email Administrators*)

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

Level 2 (*Optional for all Email Administrators*)

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

Level 3 (*Optional for all Email Administrators – Use discretion when granting*)

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.

Email Administrator 1 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 2 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 3 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

Level 2 (optional) Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Exhibit A: Email Services, Pricing and Order Form

Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: Blanco County

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: <hr/>	<p>Plan 1: Microsoft 365 Business Basic Email (50 GB)</p> <p>Exchange email, instant messaging and collaboration tools.</p> <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included 	<p>\$4.90 per email / per month</p> <p style="text-align: center;">+</p> <p style="text-align: center;">30%</p> <p>Management Fee per month</p>

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 2: Microsoft 365 Business Standard Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included 	\$12.40 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 3: Microsoft 365 Business Premium Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search and Data Loss Prevention • Maximum of 300 users • Email migration included • Includes Exchange Online Archiving • Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.) 	\$21.90 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 4: Office 365 Enterprise - E1 (50 GB) Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 5: Office 365 Enterprise - E3 (100 GB) Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) • 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) • Active directory integration • Content protections through Content Search, Core eDiscovery, and Data Loss Prevention • Unlimited number of users • Email migration included 	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts <hr/>	Plan 6: Office 365 Exchange Online Plan 1 (50 GB) Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 7: Exchange Online Plan 2 (100 GB) All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search and Data Loss Prevention • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 8: Office 365 - F3 (2 GB) Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> • 2 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 2 GB of OneDrive storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Add-On Feature 1: Email Archiving Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard. From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	\$3.00 per email / per month + 30% Management Fee per month

<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1) Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such as an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2) All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	\$8.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 4: Azure Information Protection (Plan 1) Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 5: Azure Active Directory Premium P1 A robust set of capabilities to empower organizations with more complex identity and access management needs.	\$5.00 per email / per month + 30% Management Fee per month

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Exhibit B: Website Services, Pricing and Order Form

Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: Blanco County

Selected Service	Website Service Description	Cost
<input checked="" type="checkbox"/>	<p>Standard Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • This package does not qualify for website postings add-on option 	<p>\$1,550 per year</p>
<input type="checkbox"/>	<p>Standard Plus Website Package</p> <ul style="list-style-type: none"> • Includes all features of Standard Package, plus website postings add-on • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form 	<p>\$3,550 per year</p>

<input type="checkbox"/>	<p>Premium Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website 	<p>\$4,500 first year (includes set-up fee & first annual payment)</p> <p>/</p> <p>\$3,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p>Ultimate Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website • Communicator module to prominently place county news & announcements on website homepage 	<p>\$5,500 first year (includes set-up fee & first annual payment)</p> <p>/</p> <p>\$4,200 annual fee (after first year)</p>
<input type="checkbox"/>	<p>Website Postings Add-on</p> <ul style="list-style-type: none"> • Available for Premium and Ultimate Website Packages only at a discounted rate • Website content posts and edits fulfilled by TAC CIRA staff on your behalf • Edits are submitted via email or web form 	<p>\$1,800 per year</p>

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p>Website Content Migration or Customization</p> <ul style="list-style-type: none"> • If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge. • Performing content migration from one website to another. 	\$50 / per hour
<input type="checkbox"/>	<p>Mobile App</p> <ul style="list-style-type: none"> • Available for Ultimate Website Packages only • Custom designed Mobile App for iOS and Android • Mobile Apps available for download in the App Store and Google Play Store • Project Management Services for Setup Included • Phone & email support, Monday - Friday, 8 am to 5 pm 	\$6,500 first year (includes set-up fee & first annual payment) / \$5,000 annual fee (after first year)
<input type="checkbox"/>	<p>New Custom Seal/Logo Design</p> <ul style="list-style-type: none"> • Have a new custom seal or logo designed for your county, department or program • Includes up to three custom design mockups • Final design format: Vector 	\$2,000 per logo
<input type="checkbox"/>	<p>Existing Seal/Logo Refresh</p> <ul style="list-style-type: none"> • Give your existing county seal or program logo a refreshed look • Includes design and color modifications • Price quote provided upon request • Final design format: Vector 	\$150 / per hour

Printed Name: Brett Bray Title: Blanco County Judge

Authorized Signature: _____ Date: _____

Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: <https://www.county.org/TAC-CIRA/Email-Services>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.
8. I will abide by and consent to the following terms and conditions
 - [Rackspace Acceptable Use Policy \(AUP\)](#)
 - [Microsoft End User License Terms](#)
 - [Microsoft License Mobility Terms](#)

SIGNED the ___ day of _____, 20__

Signature: _____

Printed Name: _____ Title: _____

County: _____

Email address: _____

Prepared For:

Blanco County Jail - New ADS

Judge Brett Bray
Blanco County
400 US 281
Johnson City, TX , 78636
830-868-7104

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
David Beeler
Sr. Sales Engineer
(317) 796-6241
david.beeler@securitas.com

Project Site:

BLANCO COUNTY JAIL AND SHERIFFS
400 US 281
JOHNSON CITY, TX, 78636
830-868-7104

COPY



Securitas Sourcewell Contract, #030421-SCS, Maturity Date: 04/22/2025
Blanco County, TX Sourcewell Contract # 129978

SCOPE OF WORK

We are pleased to provide this quotation for replacing the ADS data logging server and we hope it meets with your approval.

Securitas will provide (Narrative):

1. New Dell computer with ADS software, as listed on this quotation
2. The existing monitor will be re-used and not included.
3. Labor to install and test the machine
4. Engineering, programming, testing, as required

Exclusions:

1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
2. Wire/fiber and installation thereof
3. Mounting and terminating of new field devices
4. Terminations inside equipment room panels
5. Repair or replacement of existing field devices or wiring that will be re-used
6. Removal of abandoned wiring
7. Any Pre-vailing wage (If required please let us know the rate to include)
8. Bond and bond premium
9. Any high voltage hookup of over 120VAC
10. All building permits, fees, inspections by others
11. ADA compliance
12. Multiple mobilizations
13. After hours, premium labor
14. Millwork or desktop repair
15. Painting, patching & repair work
16. Lifts or ladders. We expect to use the owner's
17. We require a secure location inside the facility for tool, material storage
18. Additional UPS system(s)

Timeline and Schedule:

After receipt of signed quote and purchase order or contract change, we will schedule the work around availability and access to the jobsite.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Dell	210BCRK	1	\$1,467.14	\$1,467.14
Optiplex 5000 Small Form Factor				

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
I.T.	12.00	185.00	\$2,220.00
Installation	8.00	165.00	\$1,320.00

Labor Schedule Subtotal: \$3,540.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Additional Cables and Locks:			

2 Purchase Investment Summary:

Pricing Breakdown

Material Schedule:	\$1,467.14
Labor Schedule:	\$3,540.00
Freight, Handling and Other:	\$436.37
Total:	\$5,443.51

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

E-Mail: david.beeler@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

Blanco County

Company

Trade, partnership or corporate name if different from above.

4710 Perrin Creek

400 US 281

San Antonio TX78217

Johnson City TX 78636

Address

Address

David Beeler, Sr. Sales Engineer

Judge Brett Bray

Account Representative Name & Title

Name & Title

Securitas Technology Corporation Management

Authorized Signature Date

Securitas Technology Corporation Management Signature Date

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Technology Corporation (hereinafter STC) and the Buyer (as listed on the attached) when accepted by STC. If the Buyer issues an order instead of executing this Document and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by STC's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Document and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. STC's Proposal is valid for a period of thirty (30) days from the date of the Proposal.
2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers and/or STC's current inventory at the time of Proposal. STC is not responsible for any delays in shipments from manufacturers or changes in STC's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. STC reserves the right to make delivery in installments. STC shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. **IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT.** All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.
3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES.** This Section 3 applies to all items other than services provided to Buyer hereunder. **A. ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At STC's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For shipped Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from STC's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. **B. TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.
4. **PRICES** - The prices stated are exclusive of any transportation charges (except as covered in Section 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities, all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.
5. **PAYMENT** - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off. **A. EQUIPMENT AND INSTALLATION** - Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed Net ten (10) days from invoice date. **B. RECURRING SERVICES** - Billed in advance. **OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.
6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, STC utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, STC will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. STC's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.
7. **DRAWINGS, PROPRIETARY INFORMATION** - **A. Drawings.** Buyer shall provide STC with an electronic version of drawings for the performance of the Services. Buyer shall provide STC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STC to create drawings necessary for the completion of the Services. **PROPRIETARY INFORMATION.** Any drawings, specifications, equipment lists, and all information provided by STC herein (partial or complete) as instruments of service are and shall remain the property of STC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STC on demand or at the end of the project unless specifically purchased from STC or authorized in writing by STC. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to STC. They are not to be reproduced in whole or part without written consent.
8. **AUDIO/VIDEO EQUIPMENT** - If the equipment purchased or leased from STC contains audio monitoring or video equipment, state and federal law requires public notice of the use of this equipment. Buyer will use such equipment in accordance with all applicable laws.
9. **BONDING** - Unless otherwise agreed upon and included in writing in the proposal, STC will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.
10. **OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE** - Any computer application program and/or documentation (collectively "Software") that is provided by STC under this agreement is owned by STC or one of its original equipment manufacturers and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to STC. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.
11. **TERMINATION AND CHANGE MANAGEMENT** - **A.** A contract may be terminated by the Buyer only if agreed to in writing by STC. If STC agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect STC from loss. **B. Change Management.** Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as

practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. **LIMITED WARRANTY AND INDEMNIFICATION** - Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify STC and hold STC harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify STC for any damage or loss suffered by STC as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold STC harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the STC, its agents, servants, or employees. STC warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at STC's sole option, free of charge. Warranty repair is done 8am - 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of STC, while the system is in the possession of the Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. **DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, STC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STC MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.**

14. **INFRINGEMENT INDEMNIFICATION** - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. **LIMITED LIABILITY** - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF

WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

16. **OTHER - Governing Law:** This Agreement shall be governed by the laws of the State of New York and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of New York. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. **ELECTRONIC SIGNATURE LAW** - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such items expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.



PUBLIC NOTICE

The Blanco County Commissioners Court is accepting bids for demolition, construction & paving in Pct. 4. Bidders should contact Commissioner Charles Riley Telephone No. (830) 833-1077 to obtain the specifications. Sealed bids should be returned to: Brett Bray, Blanco County Judge, P.O. Box 387, Johnson City, Texas 78636 and the bid envelope should be marked **“McCall Creek project”** in the lower left-hand corner. Bids must be received on or before **9:00 A.M., Tuesday, March 12, 2024**. Bids will be opened and read aloud in Commissioners Court on **Tuesday, March 12, 2024**. All bids must include a 5% bid bond. The Blanco County Commissioners Court reserves the right to reject any and all bids.

SO ORDERED:

BRETT BRAY

BLANCO COUNTY JUDGE