

### SPECIAL MEETING - February 25, 2020

On this the 25<sup>th</sup> day of February 2020 at 9:00 A. M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL 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

EMIL UECKER

COMMISSIONER PCT. 2

CHRIS LIESMANN

PAUL GRANBERG

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

LAURA WALLA COUNTY CLERK

ITEM 1 - Call to Order and Roll Call.

Judge Bray and all 4 County Commissioners announced present.

ITEM 2 – Pledge of Allegiance.

ITEM 3 – PUBLIC COMMENTS – Opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

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ITEM 4 – Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray)

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

JUDGE BRAY - YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN – ABSTAINED.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 4/0

ITEM 5 – Consider ratifying or approving line item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion approving line item transfers as presented, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES, MOTION CARRIED. 5/0

ITEM 6 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$37,289.78, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider approval to replat lots 71 and 72 in the Cielo Springs subdivision. New lot be known as lot 71R. Vote on any action taken. (Commissioner Weir).

COMMISSIONER WEIR made the motion to approve the replat of lots 71 & 72 in the Cielo Springs subdivision, new lot be known as lot 71R once all fees are paid, seconded by Commissioner Liesmann, Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0.

ITEM 8 – Consider approval to replat lots 736, 737, 738 and 739 in the Rockin J subdivision. New lot to be known as 736R. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves to approve the replat of lots 736, 737, 738 and 739 in the Rockin J subdivision with the new lot to be known as 736R, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 9 – Declare Precinct 2 water tank as surplus property and authorization to dispose of. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to declare Precinct 2 water tank as surplus property and authorization to dispose of, seconded by Commissioner Weir. Judge Bray called for discussion and vote. JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 10 – Consider reducing the value of irrevocable letter of credit for Trinity Oaks Preserve subdivision as the infrastructure has been completed. The lesser amount will remain in effect for the required twenty-four (24) month period for a maintenance bond. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to negotiate the reducing the value of irrevocable letter for the Trinity Oaks subdivision, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 – Consider approval of the specs and for the purchase of 4 fleet video cameras for new patrol vehicles at the LEC as outlined in the capital equipment portion of the FY2019-20 budget. Vote on any action taken. (Sheriff Jackson)

COMMISSIONER LIESMANN made the motion approving the specs and for the purchase of 4 fleet video cameras for new patrol vehicles at the LEC as outlined in the capital equipment portion of the FY2019-20 budget, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 12 – Consider discussion and possible action regarding compensation for the County Clerk and Tax-Assessor Collector for election duties. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to approve compensation until a new Elections Administrator is hired. Pay of \$3,000 per month to be split between the County Clerk and Tax-Assessor Collector, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – NO.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – NO.
COMMISSIONER LIESMANN – NO.
COMMISSIONER GRANBERG – YES. MOTION FAILED. 2/3

Upon further discussion, COMMISSIONER WEIR withdrew his motion and Commissioner Granberg's second died.

JUDGE BRAY made the motion to approve compensation at the rate of \$500 each month for the County Clerk and Tax-Assessor Collector subject to the approval of the County Attorney, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – NO.

COMMISSIONER LIESMANN – NO.

### COMMISSIONER GRANBERG – YES. MOTION CARRIED. 3/2

ITEM 13 – Acknowledge administrative order appointing Lisa Nance as Part-time Auditor for Blanco County, Texas for the remainder of the two (2) year term, effective April 1, 2020 and ending October 1, 2021. Vote on any action taken. (District Clerk Elsbury)

COMMISSIONER LIESMANN made the motion acknowledging the administrative order appointing Lisa Nance as Part-time Auditor for Blanco County, Texas for the remainder of the two (2) year term, effective April 1, 2020 and ending October 1, 2021, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 14 – Consider burn ban. Vote on any action taken. (Judge Bray)

Item passed at this time.

ITEM - Adjourn.

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

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED.

Meeting adjourned at 9:43 a.m.

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_ day of March, 2020.

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 February 25, 2020.

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

# BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

## **MARCH** 2020

	#10 General Fund	#15 Road &	#18 Courthouse	Total
		Bridge Fund	Security	
Salaries	\$198,113.79	\$20,787.14		\$218,900.93
Soc/Med	\$ 15,155.70	\$ 1,590.22		\$ 16,745.92
Retirement	\$ 16,166.09	\$ 1,696.23		\$ 17,862.32
Insurance	\$ 48,752.32	\$ 5,220.00		\$ 53,972.32
Group Term Life	\$ 380.76	\$ 9.38		\$ 390.14
Total	\$278,568.66	\$29,302.97		\$307,871.63
TOTAL PAYROLL TO BE APPROVED	APPROVED			\$307,268.63
County Treasurer	Comba Ming		Date 3-10-2020	0
County Judge			Date	I
Commissioner Pct 1			Date	
Commissioner Pct 2			Date	ĺ
Commissioner Pct 3			Date	
Commissioner Pct 4			Date	Ī

### No Line item Transfers



# Blanco County Commissioners' Court

March 10, 2020

	Invoice File Listing By Fund	
pun <sub>:</sub>	Description	Disbursement
010	General Fund	\$ 166,779.94
015	Road & Bridge Fund	\$ 10,203.38
019	Child Safety Fund	\$ 5,500.00
045	Jail Commissary	\$ 93.95
otal		\$ 182,577.27

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	11-7-9020
्य The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Coi	ment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022	. 115.022
County Judge	Date	
Commissioner Pct 1	Commissioner Pct 3	
Commissioner Pct 2	Commissioner Pct 4	



TIME:01:32 PM				PREPARER:0004
DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
CARD SERVICE CENTER	72231	A	4707 1205 3610 0351 ELSBURY	270 00
DEPARTMENT TOTAL				270.00
0400-COUNTY JUDGE EXPENSES				
BRETT BRAY	72157	A	REIMBURSEMENT	231.00
CONNIE HARRISON	72162	A	REIMBURSEMENT	19.21
DEPARTMENT TOTAL				250.21
0411-ELECTIONS ADMINISTRATOR				
AMY ARNOLD	72138	А	ELECTION EXPENSES	237.50
CHARLOTTE DORSEY	72150	A	ELECTION EXPENSES	575.00
DEDA DIVINE	72140	A	ELECTION EXPENSES	54:50
DORA BARKER	72135	A	ELECTION EXPENSES	190.00
ELEANOR MANTOOTH	72141	A	ELECTION EXPENSES	287.00
ESMERALDA SMITH	72146	A	ELECTION EXPENSES	386.50
FREDERICKSBURG PUBLISHING CO.INC	72170	A	ACCT#RA3868 EA	51.00
FREDERICKSBURG PUBLISHING CO.INC	72171	A	ACCT#RA3868 EA	102.00
GREGORY G. MILLER	72134	A	ELECTION EXPENSES	95.00
JERRY ANN BUCK	72149	A	ELECTION EXPENSES	375.00
JETT SOPHIA	72136	A	ELECTION EXPENSES	200.00
JOHNSON CITY PUBLICATIONS LP	72181	A	EA help wanted ad 0219, 022620	29.50
JOYCE HUMBLE	72147	A	ELECTION EXPENSES	80.00
JULIA MCCULLOUGH	72143	A	ELECTION EXPENSES	65.00
KAREN MANGAN	72139	A	ELECTION EXPENSES	190.00
KIM WEIRICH	72137	Ā	ELECTION EXPENSES	684.61
KIMBERLY WATT	72151	A	ELECTION EXPENSES	796.00
LINDA IVEY NASH	72132	A	ELECTION EXPENSES	60.00
MARJORIE HEARD	72144	A	ELECTION EXPENSES	105.00
NADINE SULTEMEIER	72148	A	ELECTION EXPENSES	729.83
NOVA PHILLIPS-LATHAM	72133	A	ELECTION EXPENSES	90.00
PAMELA CAPPS	72142	A	ELECTION EXPENSES	50.00
PATTY ELLIOTT	72145	A	ELECTION EXPENSES	45.00
VICTORY PUBLISHING CO. LTD	72129	A	CUST # 17276	
DEPARTMENT TOTAL	, 1113	**	COOT # 17270	3.80 5.482.24
0412-DISTRICT CLERK				
CARD SERVICE CENTER	72230	A	4707 1205 3610 0351 ELSBURY	66.14
DEPARTMENT TOTAL				66-14
0415-COUNTY ATTORNEY				
DEBORAH EARLEY	72163	A	REIMBURSEMENT	55.20
DEPARTMENT TOTAL				55.20
0425-COUNTY SHERIFF				
A T & T MOBILITY	72131	A	ACCT #287289997662 LEC	40.85
CARD SERVICE CENTER	72217	A	4707 1205 3610 0542 JACKSON	40.89
CARD SERVICE CENTER	72218	A	4707 1205 3610 0542 JACKSON	20.00
CARD SERVICE CENTER	72219	A	4707 1205 3610 0542 JACKSON	184.95
CARD SERVICE CENTER	72222	A	4707 1205 3610 0310 SWIFT	180.71
CARD SERVICE CENTER	72223	A	4707 1205 3610 0310 SWIFT	625.00
CHARM-TEX, INC	72159	A	INV#0211817-IN LEC	65,70
CITY OF JOHNSON CITY	72100	A	ACCT #1316 LEC	712.25
	12100			114.23
CITY OF JOHNSON CITY	72100	A	ACCT #1317 LEC	77 27
CITY OF JOHNSON CITY CITY OF JOHNSON CITY			ACCT #1317 LEC ACCT #1255 LEC	37.37 342218
	72101	A	ACCT #1317 LEC ACCT #1255 LEC INV#3757807 LEC	37.37 342.18 60.19

DEPARTMENT NAME-OF-VENDOR INVOICE-NO DESCRIPTION-OF-INVOICE AMOUNT EXPRESS AUTOMOTIVE SERVICE 72168 A INV#3758062 LEC 62.05 EXPRESS AUTOMOTIVE SERVICE 72169 A INV#3758070 LEC 52.53 FRONTIER COMMUNICATIONS 72104 830-868-7104 LEC A 1,006.20 FUELMAN 72238 FUEL - LEC A 4,614.95 GT DISTRIBUTORS, INC 72173 A INV#0752645 LEC 74.50 JOHNSON CITY HYDRO GAS 72155 A ACCT #2570 JAIL 1,340.00 MOBILEXUSA 72152 A CLIENT #9921935 JAIL 100.00 MOTOROLA SOLUTIONS, INC. 72186 TRANS#16094148 LEC A 70.00 OFFICESUPPLY.COM 72189 А INV#3687990 LEC 47.96 OFFICESUPPLY.COM 72190 A INV#3687990 LEC 58.64 PERFORMANCE FOOD SERVICE 72193 INV#9810251 LEC A 648.97 PERFORMANCE FOOD SERVICE 72194 INV#9810251 LEC A 6.97 PERFORMANCE FOOD SERVICE 72195 INV#9813877 LEC A 90.21 PERFORMANCE FOOD SERVICE 72196 Α INV#9818243 LEC 906 59 PERFORMANCE FOOD SERVICE 72197 A INV#9818243 LEC 6.97 POLICE & SHERIFFS PRESS 72198 Α INV#131001 LEC 153.21 SOUTHERN HEALTH PARTNERS 72130 INV #MISC2899 JAIL 1.705.90 DEPARTMENT TOTAL 13,310,78 0430-COUNTY TREASURER TEXAS ASSOCIATION OF COUNTIES 72205 INV#299681 CO TREAS 180.00 DEPARTMENT TOTAL 180.00 0432-COUNTY AUDITOR VERIZON WIRELESS 721.27 INV #9848979952 AUDITOR 21,22 DEPARTMENT TOTAL 21.22 0435-INDIGENT HEALTH CARE BAYLOR SCOTT WHITE 72088 Α PATIENT #H7300143903600 374.09 BAYLOR SCOTT WHITE 72089 PATIENT #H7300147119000 A 557.92 BAYLOR SCOTT WHITE 72154 PATIENT #H7300147119700 A 354.33 HILL COUNTRY PRIMARY CARE PHYSICIAN 72107 A PATIENT #229MAX3636537 33.27 OUEST DIAGNOSTIC 72116 PATIENT #7644019733R 30-68 SCOTT & WHITE HOSPITAL 72120 Α PATIENT #PH9435752310 92.44 SCOTT & WHITE HOSPITAL 72121 PATIENT #PR9438226380 21.38 SCOTT & WHITE HOSPITAL 72122 PATIENT #PH9436336110 33.27 DEPARTMENT TOTAL 1,497.38 0440-COUNTY EXTENSION AGENCY CHRIS WIEMERS 72160 A REIMBURSEMENT 1,013.83 GRETCHEN L. SANDERS 72172 REIMBURSEMENT 325.38 DEPARTMENT TOTAL 1,339.21 0450-JUDICIAL EXPENSES CARD SERVICE CENTER 72220 Α 4707 1205 3610 0310 SWIFT 338,14 CENTRAL TEXAS AUTOPSV PLLC 72093 A INV #13045 2,100.00 MATTHEW L. RIENSTRA 72112 A CASE #1733 1,035,00 PERRY THOMAS 72114 Α CASE #CR01751 675.00 DEPARTMENT TOTAL 4,148,14 0451-DISTRICT JUDGE ALAN GARRETT 72086 Α JUDGES SUPPLEMENT OCT - FEB 257.00 BURNET COUNTY TREASURER 72090 Α DISTRICT JUDGES JANUARY 2020 6,366.87 EVAN C. STUBBS 72087 A JUDGES SUPPLEMENT OCT - FEB 257,00 DEPARTMENT TOTAL 6,880.87

TIME:01:32 PM

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DEPARTMENT NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT BURNET COUNTY TREASURER 72091 A DISTRICT ATTORNEY JANUARY 2020 22,414.63 DEPARTMENT TOTAL 22.414.63 0455-COMMUNITY SERVICES CARTS 72092 2020 FUNDS Α 3,000.00 JOHNSON CITY LIBRARY 72110 Α 2019-2020 FUNDING 6,000.00 TEXAS WILDLIFE DAMAGE MGMT FUND 72153 Α FEBRUARY 2020 2,400.00 DEPARTMENT TOTAL 11,400.00 0500-COURTHOUSE EXPENSES CARD SERVICE CENTER 72214 Α 4707 1205 3610 0344 BLANCO COUNTY 13.34 CARD SERVICE CENTER 72215 Α 4707 1205 3610 0377 CO JUDGE 12.85 CARD SERVICE CENTER 72216 A 4707 1205 3610 0377 CO JUDGE 50.85 CARD SERVICE CENTER 72221 Α 4707 1205 3610 0310 SWIFT 103.85 CARD SERVICE CENTER 72224 4707 1205 3610 0310 SWIFT A 32,64 72229 CARD SERVICE CENTER 4707 1205 3610 0385 LIESMANN А 41.59 72094 CITY OF BLANCO A ACCT #16 SOUTH ANNEX 77-85 CITY OF JOHNSON CITY 72095 ACCT #1187 ANNEX A 37.37 CITY OF JOHNSON CITY 72096 ACCT #73 COURTHOUSE Α 383.92 CITY OF JOHNSON CITY 72097 ACCT #95 OLD JAIL A 75.19 CITY OF JOHNSON CITY 72098 Α ACCT #1089 PCT 2 75 19 CITY OF JOHNSON CITY 72099 А ACCT #1186 ANNEX 120.45 COUNTY JUDGES & COMMISSIONERS ASSOC 72103 Α 2020 BLANCO COUNTY DUES 1.500.00 GRAVES HUMPHRIES, STAHL, LIMITED 72105 Α REPORT #COLO05 JP1 1.390-45 HILL COUNTRY IT 72108 INV #423 2,673-50 HILL COUNTRY WIRELESS & TECHNOLOGY 72109 Α ACCT #1040 25.00 JOHNSON CITY HYDRO GAS 72156 200.00 Α ACCT #2570 COURTHOUSE LOWER COLORADO RIVER AUTHORITY 72111 INV #TWER0005732 268,67 Α ODIORNE FEED/RANCH SUPPLY INC 72188 INV#157484 LEC A 123.00 PURCHASE POWER 72115 A ACCT #8000-9090-0697-9400 2,139,16 RAC, INC. 72117 A INV #16919 ELEVATOR INSPECTION 325.00 72118 SATIVA'S KLEAN GETAWAY LLC Α INV #1051 SOUTH ANNEX 300-00 SATIVA'S KLEAN GETAWAY LLC 72119 Α INV #1051 COURTHOUSE & ANNEX 1,250.00 SOUTH TEXAS COUNTY JUDGES' & COMMIS 72123 A DUES 2020 300:00 TEXAS DEPARTMENT OF LICENSING & REG 72124 Α INSPECTION FEE 20.00 THYSSENKRUPP ELEVATOR CORPORATION 72125 A INV #3005119306 285.76 TIME WARNER CABLE 72126 A INV# 0144415022620 COURTHOUSE 587.93 ULINE, INC 72210 A INV#117368718 LEC 16.75 72128 VERTICAL BRIDGE S3 ASSETS, LLC A CUST #C-00002845 637,60 72211 WEBSTAURANT STORE INC, THE Α ORDER#49517901 LEC 2,567.30 DEPARTMENT TOTAL 15,635.21 0515-JUSTICE OF THE PEACE PCT #1 CENTRAL TX JP & CONSTABLE ASSN 72158 DUES - R. BRODBECK Α 25.00 NORTHEAST TEXAS DATA CORP. 72113 А REPORT #CASO17 JP 1 38.00 DEPARTMENT TOTAL 63.00 0520-JUSTICE OF THE PEACE #4 CARD SERVICE CENTER 72232 4707 1205 3610 0401 RILEY A 7.10 DEPARTMENT TOTAL 7.10 0530-CONSTABLE PCT #4 FUELMAN 72233 Α FUEL - CONSTABLE 4 31.84 DEPARTMENT TOTAL 31.84 0550-RECYCLING COORDINATOR WESCUT ENTERPRISES 72213 INV#2-25-2020-1 RECYCLING 539 96 DEPARTMENT TOTAL 539 96

0560-GENERAL FUND CAPITAL EQUIPMENT 03/04/2020FUND/DEPARTMENT/VENDOR INVOICE TIME:01:32 PM				CYCLE: ALL	PAGE 4 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
HELFMAN FORD	72174	A	INV#20-0123 LEC		57,510.00
MOTOROLA SOLUTIONS, INC.	72184	A	TRANS#16091838 LEC		12,963.00
MOTOROLA SOLUTIONS, INC.	72185	A	TRANS#16094148 LEC		4,276.82
MOTOROLA SOLUTIONS, INC.	72187	A	TRANS#16093962 LEC		8,420.62
DEPARTMENT TOTAL					83,170.44

16.37 DEPARTMENT TOTAL 16 (37

72234 A FUEL - INSPECTOR

0585-COUNTY INSPECTOR FUELMAN

> FUND TOTAL 166,779.94

CYCLE: ALL PAGE 5

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EPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUN
540-R&B PCT #1				
CARD SERVICE CENTER	72225	A	4707 1205 3610 0310 SWIFT	187:06
FUELMAN	72235	A	FUEL PCT 1	487.75
HOBBS TIRE SERVICE	72175	A	INV#17957 PCT 1	93.75
KIRK FELPS	72182	A	INV#77830 PCT 1	10,99
KIRK FELPS	72183	A	INV#78048 PCT 1	14.57
PATHMARK TRAFFIC PRODCT/TX INC	72191	A	INV#5267 PCT 1	363.80
SEYMOURS INC.	72200	A	INV#42759 PCT 1	293.76
SIGN MAN, THE	72201	A	INV#14,599-G PCT 1	72.24
DEPARTMENT TOTAL				1,523.92
550-R&B 9CT #2				
CARD SERVICE CENTER	72226	A	4707 1205 3610 0310 SWIFT	187.06
COMMERCIAL ALTERNATOR & START	72161	Α	INV#12828 PCT 2	146.71
EMIL UECKER	72165	A	REIMBURSEMENT	224.86
FUELMAN	72236	Α	FUEL - PCT 2	359.65
HOBBS TIRE SERVICE	72176	A	INV#17957 PCT 2	93.75
HOBBS TIRE SERVICE	72179	A	INV#17961 PCT 2	375.00
SIGN MAN, THE	72202	A	INV#14,599-G PCT 2	72.24
DEPARTMENT TOTAL				1,459,27
660-R&B PCT #3				
CARD SERVICE CENTER	72227	A	4707 1205 3610 0310 SWIFT	187.06
ECONO SIGNS LLC	72164	A	INV#10-958403 PCT 3	165.70
HOBBS TIRE SERVICE	72177	А	INV#17957 PCT 3	93.75
HOLT CAT	72180	A	INV#PIMA0326460 PCT 3	41.96
SIGN MAN, THE	72203	A	INV#14,599-G PCT 3	72,24
TEXAS INDUSTRIAL RADIATOR, INC	72206	A	INV#175366 PCT 3	192.95
THIRD COAST DISTRIBUTING, LLC	72207	A	INV#022990 PCT 3	83.63
THIRD COAST DISTRIBUTING, LLC	72208	A	INV#023646 PCT 3	9.04
VULCAN CONSTRUCTION MATERIALS, LP	72212	A	INV#62060186 PCT 3	5,204.81
DEPARIMENT TOTAL				6,051,14
70-R&B PCT #4				
CARD SERVICE CENTER	72228	A	4707 1205 3610 0310 SWIFT	187.06
FUELMAN	72237	A	FUEL - PCT 4	617.40
HOBBS TIRE SERVICE	72178	A	INV#17957 PCT 4	93.75
PAUL GRANBERG REIMBURSEMENT ACCOUNT	72192	A	REIMBURSEMENT	69.30
SIGN MAN, THE	72204	A	INV#14,599-G PCT 4	72.25
THIRD COAST DISTRIBUTING, LLC	72209	A	INV#801690 PCT 4	129.29
DEPARTMENT TOTAL				1,169.05

03/04/2020FUND/DEPARTMENT/VENDOR INVOI TIME:01:32 PM	CYCLE: ALL	PAGE 6 PREPARER:0004			
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		TNUOMA
0400-CHILD SAFETY FUND EXPENSES HILL COUNTRY CHILD ADVOCACY CT DEPARTMENT TOTAL	72106	А	2020 SUPPORT		5,500.00 5,500.00
FUND TOTAL					5,500.00

03/04/2020FUND/DEPARTMENT/VENDOR INVOICE TIME:01:32 PM				PAGE 7 PREPARER:0004
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES SAN ANTONIO EXPRESS NEWS DEPARTMENT TOTAL	72199	А	ACCT#570787487 LBC	93-95 93.95
FUND TOTAL				931 95

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03/04/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 8
TIME:01:32 PM PREPARER:0004

(a) W N O

DEPARTMENT

NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT

GRAND TOTAL 182,577.27

### Capital Area Emergency Communications District Interlocal Agreement for 9-1-1 Geographic Information System Database Management

### 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD" or "the District") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. CAECD desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. BLANCO COUNTY ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between the CAECD and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAECD's duties and obligations under this agreement, the parties understand and agree that references to the CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments CAPCOG), and their representatives, individually, officially, and collectively.

### 2. Goods and Services

2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A.

### 3. Cooperative Purchasing

- 3.1. CAECD may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAECD, PUBLIC AGENCY agrees that CAECD may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

### 4. Effective Date and Term of Contract

- 4.1. This contract takes effect April 1, 2020, and terminates on September 30, 2020, unless terminated earlier under Section 10.
- 5. Contract Price and Payment Terms

- 5.1. For work performed in the period April 1, 2020 through September 30, 2020, CAECD agrees to compensate PUBLIC AGENCY an amount not to exceed \$42,695.50, minus any amount that the PUBLIC AGENCY billed CAECD for 9-1-1 GIS services for October 1, 2019 March 31, 2020, in excess of ½ of \$40,000.00.
- 5.2. PUBLIC AGENCY agrees to invoice CAECD for one half of the amount listed under section 5.1 within five business days of the end of each of the following quarters and as directed by CAECD for work performed during these quarters:
  - April 1 June 30, 2020: Due by close of business, Monday, July 7, 2020; and
  - July 1 September 30, 2020: Due by close of business, Wednesday, October 7, 2020.
- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAECD determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAECD will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAECD agrees to pay invoices within 30 days after receiving a correct invoice, after CAECD determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.
- 5.5. CAECD reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.
- 6. Compliance with Applicable Law and Policy
  - 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.
- 7. Independent Contractor, Assignment, and Subcontracting
  - 7.1. PUBLIC AGENCY is not an employee or agent of CAECD, but furnishes goods and services under this ILA solely as an independent contractor.
  - 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAECD. An attempted assignment or subcontract in violation of this section is void.
  - 7.3. If CAECD consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAECD.
  - 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAECD that the subcontractor consents to serve in this capacity.
- 8. Records and Monitoring
  - 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAECD is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAECD reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAECD exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAECD agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAECD's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

### 9. Nondiscrimination and Equal Opportunity

- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.
- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

### 10. Early Termination of Contract

- 10.1. If CAECD or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAECD and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAECD nor PUBLIC AGENCY is liable to the other

for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

### 11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.
- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

### 12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAECD's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
- 12.3. PUBLIC AGENCY's address is: P.O. Box 471, Johnson City, TX 78636.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAECD's Project Representative, who is authorized to give and receive communications and directions on behalf of the CAECD. All communications including all payment requests must be addressed to the CAECD's Project Representative or his designee. The CAECD's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is <a href="mailto:scooper@capcog.org">scooper@capcog.org</a>.
- 12.6. Kathy Strickland is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAECD's project representative. PUBLIC AGENCY's Project Representative's phone number is 830-868-2008, and her e-mail is kstrickland@co.blanco.tx.us.

### 13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Technical Requirements.
- 13.5. This contract is executed in duplicate originals.

BLANCO COUNTY	CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
By:  Name: Brett Bray  Title Blanco County Judge	By:  Betty Voights  Executive Director
Date: <u>3-10-2020</u>	Date:
Date of County Governing Body Approval:	
3-10-2020	

### Attachment A: Scope of Work

### **Overview**

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

- 1. Calls and texts must be routed to the correct public safety answering point (PSAP);
- 2. The correct emergency service provider must be dispatched to the appropriate location; and
- 3. The emergency responders must be able to know the most efficient route to reach that location.

### **Definitions**

Core 9-1-1 GIS data terminology:

- 9-1-1 GIS Database: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points, road centerlines, PSAP boundaries, Emergency Service Boundaries (ESBs), and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
- 2. Data Layer: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
- 3. Address Points: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
- 4. Road (Street) Centerlines: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
- 5. City Limit (Municipal) Boundary: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

### Specialized NG9-1-1 GIS terminology:

Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's
geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC
AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its
administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county.
Provisioning boundaries may only be modified with express written concurrence between the
PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

### Note:

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, consolidation of

- two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.
- 2. Public Safety Answering Point (PSAP) boundary: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
- 3. Emergency Service Boundary (ESB): A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an EMS ESB layer.
- 4. Emergency Service Zone (ESZ): A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
- 5. Database Schema: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations
- 6. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

### Quality Control terminology:

- Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control
  platform provided by AT&T/Intrado used for identifying critical errors that will ultimately be
  used by the PUBLIC AGENCY that provisions (determines acceptable) data for CAPCOG's NG9-1-1
  system in the near future
- 2. Data Hub: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database
- 3. New Error: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time
- 4. Legacy Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update
- 5. Error Rate: The ratio of total number of errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area
- 6. Critical Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by the AT&T/Intrado Enterprise Geospatial Database Management (EGDMS) or GeoComm's DataHub quality-control software that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
- 7. Significant Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems
- 8. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error

### Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

- 1. Street Addresses
- 2. Roads
- 3. City limit boundaries
- 4. PSAP boundaries
- 5. Law ESB
- 6. Fire ESB
- 7. Emergency Medical Service ESB
- 8. Other pertinent information

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter PSAP boundaries, or alter ESB boundaries in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

### Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would by a person, either on staff or subcontracted by the PUBLIC AGENCY, with

responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any "critical" or "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the automatic location information (ALI) database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

### **Content of Quarterly Reports**

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken relevant to the 9-1-1 GIS database or certify that no action was taken relevant to the 9-1-1 GIS database
- If applicable, the date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues in the prior month and corrective action that will be taken to address and prevent such issues in the future, including:

<sup>&</sup>lt;sup>1</sup> Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

- Late or incomplete data submissions;
- Submission of data with legacy errors;
- Submission of data with new errors;
- Failure to meet performance expectations for critical error rates and significant error rates;
- o Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

### **CAPCOG Guidance**

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

### Unilateral Authority to Update this Scope of Work

CAPCOG has the unilateral authority to update this scope of work at any time during the performance period of this agreement. Among other situations that may warrant a change in this scope of work, this may become necessary when CAPCOG is ready to fully transition to a NG9-1-1 system in which the PUBLIC AGENCY's 9-1-1 GIS data is directly provisioned to the CAECD's regional 9-1-1 GIS database through EGDMS, rather than CAPCOG provisioning this data after receiving it from the PUBLIC AGENCY.

### Attachment B, Part 1:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017, re-issue 2020)

### CAPCOG NG9-1-1 Transitional GIS Data Requirements



Version 2.0 (2017)

### 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1<sup>st</sup> business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5<sup>th</sup> business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L\_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- Mandatory signifies an attribute value must exist
- Conditional signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- Optional signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the TYPE column indicates the data type used for the data field.

- TEXT string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- DATE Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE double precision floating point numeric values with decimals
- LONG whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

### 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

### 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST\_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

### 2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority CAPCOG will populate
LAST_MOD	М	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID CAPCOG will populate
RCL_UNIQID	M	TEXT	100	ID for each road segment - CAPCOG will populate
COUNTRY	М	TEXT	2	Country name represented by two capital letters
L_STATE	М	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	М	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	М	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	М	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	С	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	С	TEXT	100	Name of municipality division on Right i.e, "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	0	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	0	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	С	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	С	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node

RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	М	LONG	DEFAULT	Right address number at the TO node
L_PARITY	М	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	М	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	С	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	С	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	С	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	С	TEXT	5	5-digit numeric postal code area on Right
L_ESN	М	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left, If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	М	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	М	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	М	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	0	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	С	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	С	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	М	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	С	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	С	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	С	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	М	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	С	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	0	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	0	LONG	DEFAULT	Posted speed limit in MPH
CLASS	М	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	0	TEXT	15	See valid Road Class Types below
NOTES	0	TEXT	75	Additional information

### 2.2 ROC Codes ('Street Type' Designation)

IH – Interstate

US - US highways

SH - State highways

FM – Farm to Market, Ranch Road, Ranch to Market LS – City Street, County Road, Park Road, Recreational, Frontage Road

AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp

DW - Driveways

2.3 Road Class Types

Primary

Secondary

Local (City, Neighborhood, or Rural Road)

Ramp

Service (usually along a limited access highway)

Vehicular Trail (4WD, snowmobiles)

Walkway (Pedestrian Trail, Boardwalk)

Alley

Private (service vehicles, logging, oil fields, ranches, etc.)

Parking Lot

Trail (Ski, Bike, Walking / Hiking Trail)

### 3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

### 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

### 3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	Μ	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	М	TEXT	75	The name of the regional 911 authority CAPCOG will populate
LAST_MOD	М	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID CAPCOG will populate
SITEUNQID	М	TEXT	100	Unique ID for each address site - CAPCOG will populate
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	М	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	М	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	М	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	С	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	С	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	0	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	М	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	С	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	0	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i,e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

PRE_DIR	С	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	0	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	М	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	С	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	С	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	0	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	С	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	М	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	С	TEXT	5	5-digit numeric postal code area
ZIP4	0	TEXT	4	ZIP plus 4 code without the dash
BLDG	0	TEXT	75	One among a group of buildings that have the same address
FLOOR	0	TEXT	75	A floor, story or level within a building
UNIT	0	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	0	TEXT	75	A single room within a building
SEAT	0	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	0	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	С	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	С	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	0	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	0	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	0	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	0	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

### 4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.

### 4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority CAPCOG will populate
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	М	TEXT	100	ID for each emergency service polygon - CAPCOG will populate
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	М	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
≅URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	М	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	М	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	С	TEXT	3	911 Selected Router Code
ESSID	М	TEXT	2	Unique tandem routing code CAPCOG will populate
ESNGUID	М	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	С	TEXT	254	URI for the vCARD of contact information

<sup>\*</sup> Example: "urn:service:sos" for a PSAP or "urn:service:sos ambulance" for an ambulance service

### 5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region,

### 5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or -50 feet of their true location with no gaps or overlaps

### 5.2 Database Format

FIELD NAME	M/C/O	TYPE	<u>WIDTH</u>	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	М	TEXT	75	The name of the regional 911 authority CAPCOG will populate
LAST_MOD	М	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID CAPCOG will populate
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - CAPCOG will populate

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

### Attachment B, Part 2:

Guidance Document for CAPCOG Next Generation 9-1-1-GIS Data (Version 2, 2020)

### Guidance Document for CAPCOG Next-Generation 9-1-1 Geographic Information System (GIS) Data Version 2: April 2020

### **Introduction:**

As the Transition Workflow Cycle of the Next-Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next-Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality-control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

### **Summary of Changes:**

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the "Last\_Modified" date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

### Globally Unique IDs (GUIDs):

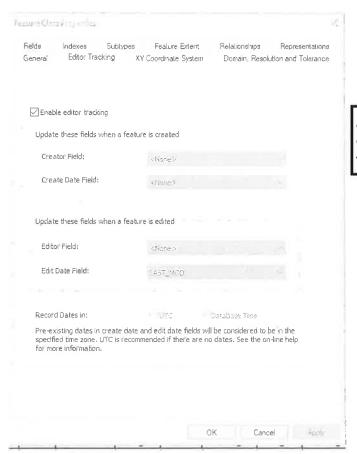
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data <u>must</u> include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data over time.

### Using the "LAST\_MOD" Field:

Attachment B of the ILA, entitled "CAPCOG NG9-1-1 Transitional GIS Data Requirements" describes a "LAST\_MOD" or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is 'new' data and what is 'legacy' data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two data types is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST\_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data. One way to have this field updated automatically when editing or creating features is to use 'editor tracking' on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting 'Properties'. When the Feature Class Properties dialog box opens, select the 'Editor Tracking' tab. The below image shows how this can be set up:



- Check the 'Enable editor tracking' box
- Set the 'Edit Date Field' to LAST MOD
- Select 'Database Time' to record dates

### **New Quality-Control (QC) Platforms:**

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

### **Enterprise Geospatial Database Management System (EGDMS)**

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file-upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

As a QC platform, EGDMS will find "critical" errors as outlined in Transition Workflow Cycle of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

\*\*EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data\*\*

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.

### GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality-control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors. As described in the Transition Workflow Cycle of the ILA, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain data integrity.

\*\*This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors\*\*

Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.

### **New GIS Data:**

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

### **Provisioning Boundary:**

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

### **Emergency Service Boundaries:**

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. There <u>MUST</u> be a **SEPARATE** Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers <u>must</u> be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated "EGDMS Field Mapping to CAPCOG" spreadsheet.

- \*Expected Field Values: With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:
  - Service URI: In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is <u>also</u> a PSAP
    - Ex: The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.

- **Discrepancy Agency ID**: This is the name of the data source. It will be the name of the county submitting the upload.
- Agency ID: Domain name of the agency (county) uploading. A list of these domains can be found in the "How to Create Globally Unique IDs (GUIDs)" document

### **PSAP Boundaries:**

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer**. It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Blanco County

Transportation and Economic Development

### Preliminary Recommendations

The list below reflect the majority of comments received through interviews, stakeholder meetings, community survey and public meeting comments and served as the basis to develop preliminary recommendations and is not meant to be complete of exhaustive.

	5	CMTE/PUBLIC RECOMMENDED ROADWAY EXPANSIONS/OPERATIONAL IMPROVEMENTS	INTS
	LOCATION	ISSUES	Comments
Ť.	City of Blanco 281 Bypass	Create an alternate route to 281 and keep the existing route as the "Business Route" through City of Blanco.	
2.	City of Blanco US 281	Traffic speed and cross turning traffic are dangerous combination.	TTC is taking action to reduce
	Tractor Supply		the speed limit in the area.
m m	South of Blanco: US 281	Install a traffic light at FM 473 and US 281	
4.	City of Blanco	Can the intersection be re-engineered to allow for easier turning movements	
	SH 281 at 4 <sup>th</sup> Street		
5.	US 281 (Burnet County line to	Expand shoulders to allow for acceleration/decel lane for merging traffic?	
	Johnson City)		
9	US 281- South-Central Blanco	Improve traffic flow and left turn problems	TxDOT will restripe and create a
	County		turn lane in the next 3-5 years.
7.	US 281 (US 290 to Comal Co.line)	Improve access from Indian Hills Drive onto US 281 for better turning protection	
8	US 281 & FM 32	The intersection configuration can no longer handle the traffic in the area. Can the	
		intersection be enhanced/widen?	
6	US 281 @ FM 32	Installation of signalized intersection	
10.	US 290 (US 281 to Hays Co. Line)	Flashing beacon indicating the 3222 and Hwy 290 intersection be installed along the 290 pow.	
11.	US 290 (US 281 to Hays Co. Line)	Widen the shoulders through the McCall Creek area	
	Johnson City	Speeding along 290 through Johnson City	Due to the roadway
			classification, reduction in speed
			limit may not be possible.

		CMTE/PUBLIC RECOMMENDED SAFETY RELATED IMPROVEMENTS	
	LOCATION	ISSUES	COMMENTS
Ļ	1. City of Blanco	Installation of traffic signal at FM 1623, Teri Lane (Blanco High School)	
	Blanco High School		
	1215 4 <sup>th</sup> Street		
2.	US 281	Improve ingress/egress from US 281 into the Brushy Top community	
3.	281 Blanco County in general	The transitions from 2 to 4 lanes along US 281 throughout the county. Widen the shoulders to	~
		provide more of a transition between the 2 to 4 lane zones?	
			100

	CMTI	CMTE/PUBLIC RECOMMENDED PEDESTRIAN AND OTHER INFRASTRUCTURE IMPROVEMENTS	
	LOCATION	ISSUES	COMMENTS
1.	Johnson City	DT Johnson City needs better street lighting, signage and crosswalks to improve pedestrian	Street lights and
		sarety .	signage can be
			addressed through
			local planning efforts.
2.	Blanco Middle School	Pedestrian improvements (sidewalks, crossings) around the Blanco Middle School Campus	2
	1500 Rocky Road and 7 <sup>th</sup> street		
m	281 @290	Pedestrian-Bike Crossing	

		CMTE/PUBLIC RECOMMENDED GENERAL TRANSPORTATION ISSUES	
	LOCATION	ISSUES	COMMENTS
1.	Countywide: TRANSIT	VIA service to San Antonio	
		Local bus service for seniors	
2.	Countywide: Transportation	Public Airport Improvements	

## **ECONOMIC DEVELOPMENT RECOMENDATIONS:**

	Small Business Development	
	Recommendation	COMMENTS
1.	Expand resources for small business	
2.	Downtown beautification and lighting	
0.00	Commercial Signage standards are too restrictive/not business friendly	
4.	Expansion of Broadband Service	

	Tourism & Recreation	
	Recommendation	
1.	One-Stop-website for tourism/recreation county-wide	
2.	Downtown Access for events	
3.	County Authority for HOT collections	

Recommendation COMMENTS
9

### TRANSPORTATION & ECONOMIC **DEVELOPMENT PLAN** BLANCO COUNTY

Blanco County Commissioner's Court March 10, 2020



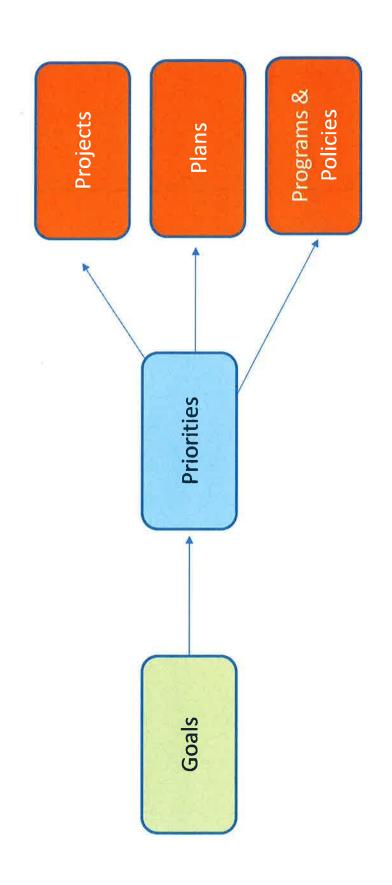
## **Project Process**



- Meeting with Local Officials
- Demographic Research/Data Collection
- Est. Stakeholder Committees
- Presentation of Data
- SWOT Analysis
- Community Survey
- Develop Recommendations
- Presentation of Findings
- Writing of Document
- Public Meeting
- Final Recommendations
- Presentation to Commissioners Court

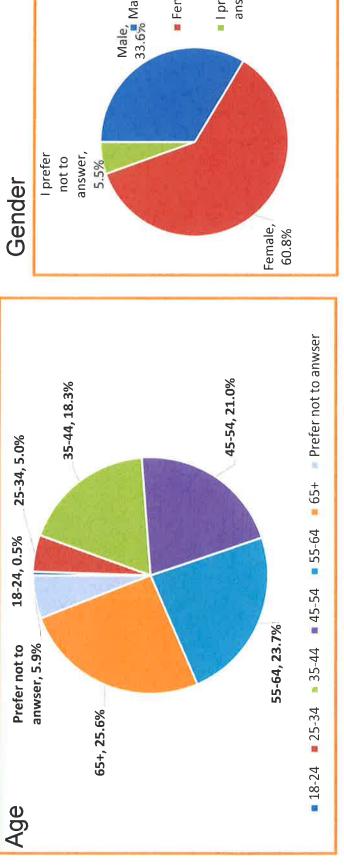
# Findings and Recommendations

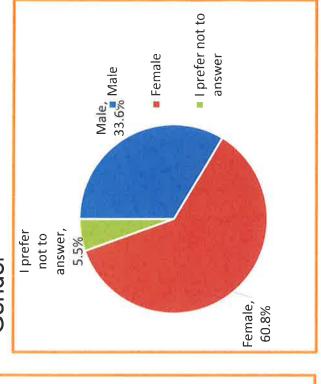


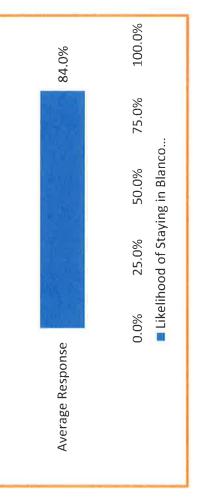


# Survey Respondents





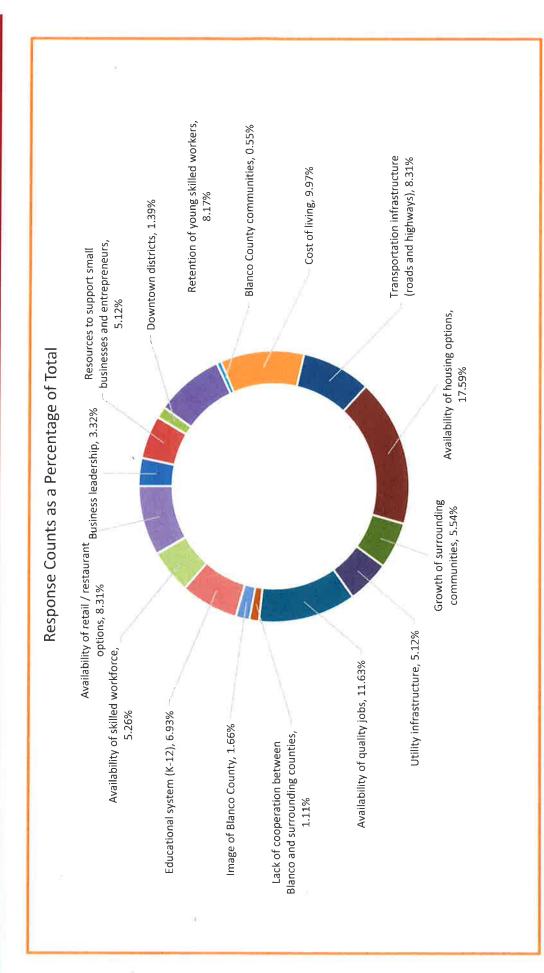




Capital Area Council of Governments

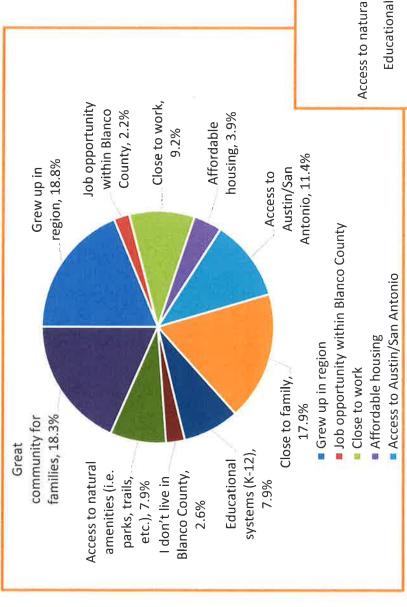
# Survey and Comments

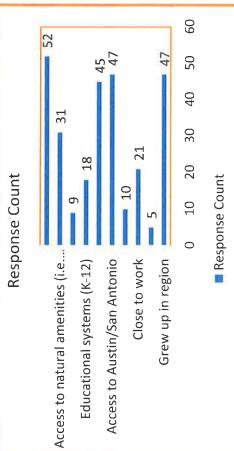




# What Brought You to Blanco County?

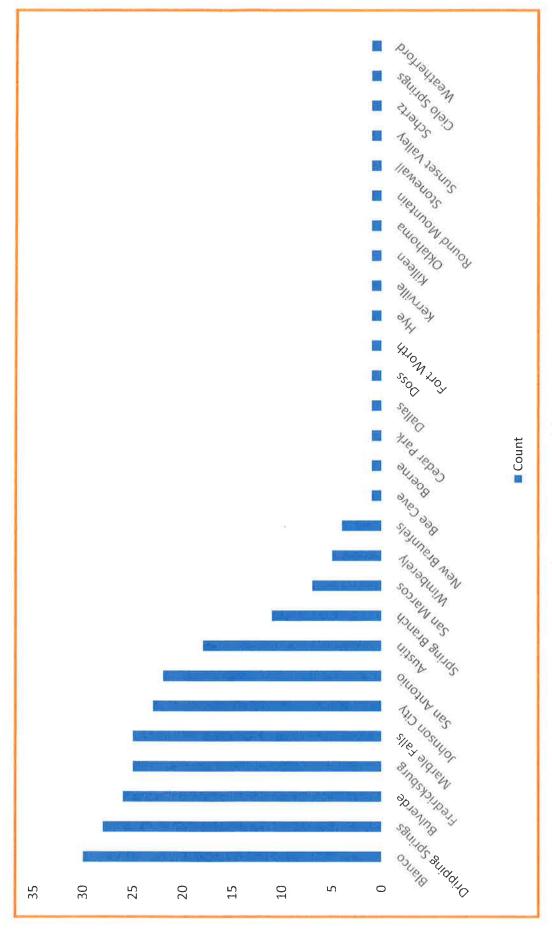






# Top Destinations for daily/weekly trips

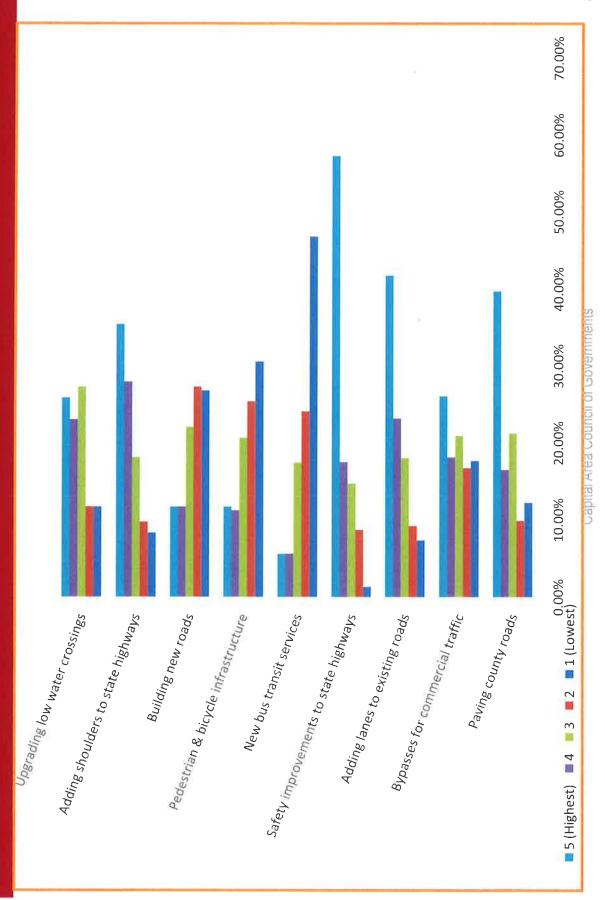




# Importance of Roadway Improvements:

(Survey Results)

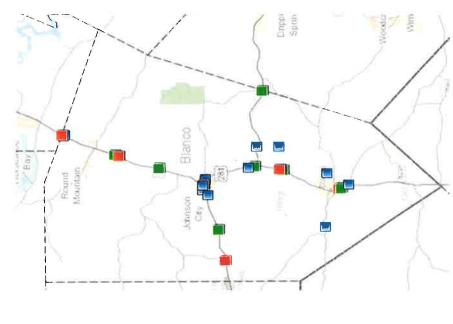


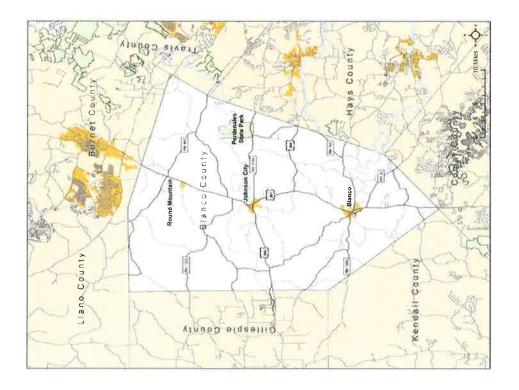


## Public Comments











# **Transportation Priorities**

(From the Survey-Public Meeting and Stakeholder)

### Top Public Comments:

- Repaving and Maintenance
- Extension of Shoulders
- Modification of Speed Limits
  - Installation of Traffic Lights
- Improved Access for Brushy Top

### Stakeholder Priorities:

- Reducing speed/speed enforcement 290 in J.C.
- Signalized intersection at Blanco High School
- Enhancing Downtown JC pedestrian access and
- Safety improvements around Tractor Supply

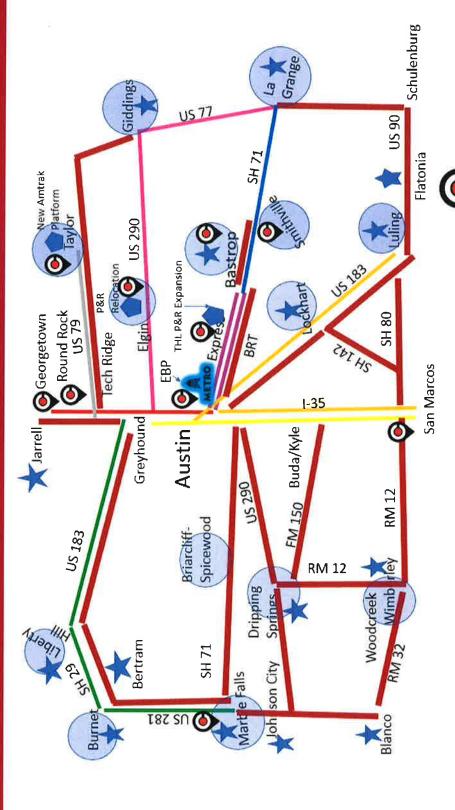
Widening shoulders on 281

ORTATION RECOMENDATIONS:

281 281 US 281 county line to ounty line to		
o e to		Comments
38	ing route as the "Business Route" through	
9	s combination.	TTC is taking action to reduce the speed limit in the area.
8		
8	sasser turning movements	
entral Blanco	ne for merging traffic?	
c Comel Co.line)		TxDOT will restripe and create a turn lane in the next 3-5 years.
	for better turning protection	
	the traffic in the area. Can the	
US 281 @ FM 32 Installation of signalized intersection		
US 290 (US 281 to Hays Co. Line) Flashing beacon indicating the 3222 and Hwy 290 intersection be installed along the 290 ROW	itersection be installed along the 290 ROW	
US 290 (US 281 to Hays Co. Line) Widen the shoulders through the McCall Creek area		
Speeding along 290 through Johnson City		Due to the roadway classification, reduction in speed flmit may not be

# Transit Updates: CARTS 2045 Service Map





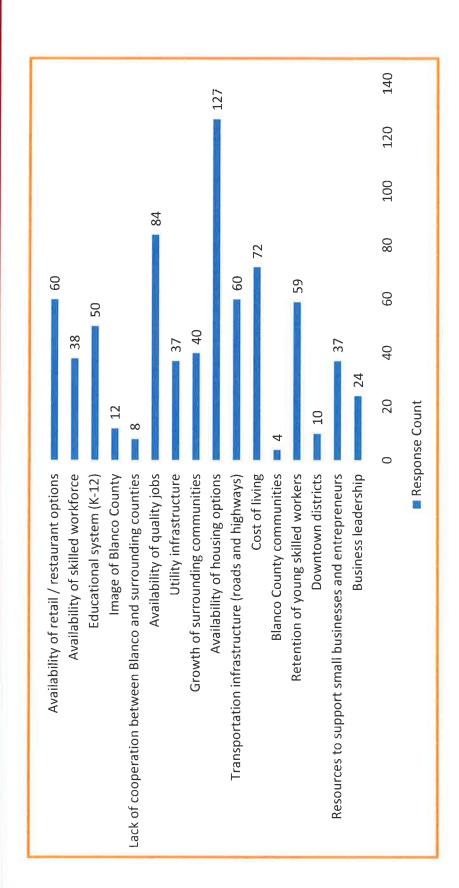
Existing Transit Centers are indicated by the CARTS logo (Marble Falls) indicate planned Transit Centers. The Transit Centers will also include park-and-ride facilities. Locations marked with a star



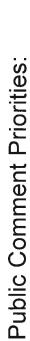
# What are the Economic Challenges?

(Survey Results)





## **Economic Priorities**



- 1. Workforce Housing
- Broadband Expansion
- 3. County Authority to Collect HOT

## Stakeholder Preferences:

- 1. Workforce Housing
- 2. Downtown Beautification and Access
- . Broadband Expansion
- County HOT Authority

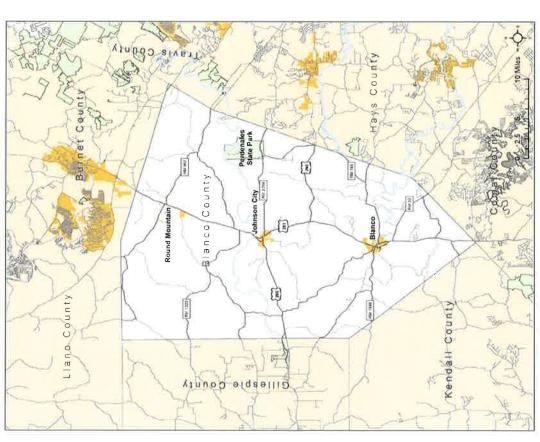
### ECONOMIC DEVELOPMENT RECOMENDATIONS:

	Recommendation	COMMENTS
1.	Expand resources for small business	
2	Downtown beautification and lighting	
3,	Commercial Signage standards are too restrictive/not business friendly	
र्च -	Expansion of Broadband Service	

	COMMENTS					COMMENTS	
Tourism & Recreation	Recommendation	One-Stop-website for tourism/recreation county-wide	Downtown Access for events	County Authority for HOT collections	Housing	Recommendation	Comment and the comment
		24	2	3.			

## What did we miss





Capital Area Council of Governments

### Questions



, 202	0
Motorola Solutions, Inc 500 W Monroe St Chicago, IL 60661	. ("Motorola")
RE: Notice to Proceed	re: Motorola's proposal dated
Motorola proposal date funds from the equipme TSO-4101 contract will g that execution of this de	s notice to proceed in the amount of \$ for the attached and, all of which will be paid via the disbursement of ent lease purchase agreement. The terms and conditions of State of Texas DIRgovern the commercial terms and conditions of this purchase. Customer affirms ocument is the only Notice to Proceed that Motorola will receive. Customer will se order or other funding documentation at this time due to the equipment lease
Bill-To	
	COPY
Ship-To	COI
Ultimate Address	
Sincerely,	
Name – Printed	Title

Signature



2/28/20

Blanco County 101 W. Pecan Drive Johnson City TX 78636



Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24802 are valid for contracts that are executed and returned to Motorola on or before March 21, 2020. After 3/21/20, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC Attn: Bill Stancik / 44th Floor 500 W. Monroe Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC

Bill Stancik

### LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information: 1. Complete Billing Address E-mail Address: Attention: Phone: 2. Lessee County Location: 3. Federal Tax I.D. Number Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in 4. determining the applicable cost center or department: Equipment description that you would like to appear on your 5. invoicing: Appropriate Contact for Documentation / System Acceptance Follow-up: Appropriate Contact & 6. Mailing Address Phone: Fax: 7. Payment remit to address: Motorola Credit Corp. P.O. Box 71132 Chicago IL 60694-1132 Thank you

### **EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease Number: 24802

LESSEE:

LESSOR:

Blanco County 101 W. Pecan Drive Johnson City TX 78636 Motorola Solutions, Inc. 500 W. Monroe Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

- 1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").
- 2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.
- 3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. or one of its subsidiaries pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

- 5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.
- 6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time ( the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirementswhere necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any

proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

- 8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.
- **9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
- 10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.
- 11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.
- 12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

- 13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.
- 14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including

attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

- 16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.
- Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing. Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser. Lessee or sublessee pursuant to such safe, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.
- 19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.
- **20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.
- 22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.
- 23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the	parties have executed this Agreement as of the day March, 2020.
LESSEE:	LESSOR:
Blanco County	MOTOROLA SOLUTIONS, INC.
Ву:	By:
Title:	Title: <u>Treasurer</u>
	CERTIFICATE OF INCUMBENCY
appointed and acting Secreta laws of the <b>State of Texas</b> the individual(s) executing the holding the office(s) below the forth above his/her/their resp and (ii) such officer(s) have Lease Purchase Agreement in initial insurance requirement Purchase Agreement is a Cer	do hereby certify that I am the duly elected or ary or Clerk of Blanco County, an entity duly organized and existing under the hat I have custody of the records of such entity, and that, as of the date hereof his agreement is/are the duly elected or appointed officer(s) of such entity his/her/their respective name(s). I further certify that (i) the signature(s) set bective name(s) and title(s) is/are his/her/their true and authentic signature(s) the authority on behalf of such entity to enter into that certain Equipment number 24802, between Blanco County and Motorola Solutions, Inc. If the ton Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease retified Lessee Resolution adopted by the governing body of the entity.  J. I have executed this certificate and affixed the seal Blanco County, hereto 120.
D	SEAL.
(Signature of Secretary/Clerk)	
	OPINION OF COUNSEL
Solutions, Inc. (Lessor) and the 103 of the Internal Revenue Co of the Equipment Location desc Lessee of the Lease have beer constitutes a legal, valid and bit Lessee has sufficient monies a fiscal year of the Lease, and su	tain Equipment Lease-Purchase Agreement # 24802 by and between Motorola Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section ade of 1986, a state or a fully constituted political subdivision or agency of the State cribed in Schedule A hereto; (ii) the execution, delivery and performance by the duly authorized by all necessary action on the part of the Lessee, (III) the Lease anding obligation of the Lessee enforceable in accordance with its terms; and (iv) vailable to make all payments required to be paid under the Lease during the current ch monies have been properly budgeted and appropriated for this purpose in a opinion may be relied upon by the Lessor and any assignee of the Lessor's rights
Attorney for Bla	anco County

### SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A
Lease Number:

24802

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24802** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and Blanco County("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
the transfer of the transfer o	
Equipment Location:	

Initial Term: 36 Months

Commencement Date:

4/1/2020

First Payment Due Date:

4/1//2021

**3 Annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

### BLANCO COUNTY EQUIPMENT (PORTIONED OUT FOR FINANCE DOCUMENTATION PURPOSES)

APC	QTY	PART NUMBER	NOMENCLATURE		PRICE	E	XTENDED
708	1	DSIGMX104MX5AC	MX104 - MX5, 20X1GE, 1 S-MIC SLOTS AC	\$	8,931,00	s	8,931.00
708	2	DSIGCBLPWRC15MHTMP	2.5M 13A/125V PWR CORD AC C15M STRAIGHT NEMA N5-15 TO HIGH TEMP	S	30.00	S	60,00
708	. 1	DSIGMX104X5SVCND	JUINPER CARE NEXT DAY SUPPORT MX104-MX6-AC/DC	\$	2,430.00	S	2,430.00
708	4	DSIGSFP1GEFE	SFP 10/100/1000 COPPER	\$	227.00	\$	908.00
			EQUIPMENT TOTAL			.\$	12,329.00
			SERVICES TOTAL			\$	19,860.00
			POST WARRANTY TOTAL			\$	14,873.00

BLANCO COUNTY FINANCE TOTAL

\$ 47,062.00

### Blanco County (Schedule B)

Compound Period:

Annual

Nominal Annual Rate:

3.960%

### **CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Lease	4/1/2020	\$ 47,062.00	1		
2 Lease Payment	4/1/2021	\$ 16,945.85	3	Annual	4/1/2023

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lea	se Payment	Interest	Principal	Balance
Lease	4/1/2020					\$47,062.00
1	4/1/2021	\$	16,945.85	\$ 1,863.66	\$15,082.19	\$31,979.81
2	4/1/2022	\$	16,945.85	\$ 1,266.40	\$15,679.45	\$16,300.36
3	4/1/2023	\$_	16,945.85	\$ 645.49	\$16,300.36	\$
Grand Totals		\$	50,837.55	\$ 3,775.55	\$47,062.00	

INITIAL INSURANCE REQUIREMENT:

\$47,062.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

### **EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24802 to that Equipment Lease Purchase Agreement number 24802 will be maintained by the Blanco County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided	by:				
Name of insurance provider					
Address of insurance provider					
City, State and Zip Code		***			
Phone number of local insurance pr	rovider				
E-mail address					
In accordance with the Equipme coverage are or will be in full for		se Agreement Nurr	ber 24802, Blanco C	ounty, hereby certifies the	at following
Туре	Amount	Effective Date	Expiration Date	Policy Number	
Fire and Extended Coverage	,		-		
Property Damage			-		
Public Liability		-			
Certificate shall include the fo Description: All Equipment list Please include equipment cost	ed on Schedule A				

nt number 24802 and list any deductibles.

### Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee 1303 E. Algonquin Road Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

### STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, <u>please address the following questions</u> by completing this form or by sending a separate letter:

- 1. What is the specific use of the equipment?
- 2. Why is the equipment essential to the operation of Blanco County?
- 3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

### **CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the G	Governing Body of the Lessee (as defined in the Blanco County Lease No.
24802) held on March	2020, the following resolution was introduced and adopted.
BE IT RESOLVED by the Gover	ning Board of Lessee as follows:

- 1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Blanco County(Lessee) and Motorola Solutions, Inc. (Lessor).
- 2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
- 3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

## Form 8038-GC

(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

## Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

► Under Internal Revenue Code section 149(e)

Caution: If the Issue price of the Issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part		Reporting Authority				Check	box if A	mended	Return ▶	
1 18	suer's n	ame				2	lssuer's er	nployer ide	ntification number (EIN	_
Blance	Cour	nty								
3 No	imber a	nd street (or P.O. box if mail is not delivere	d to street address)						Room/suite	
101 W.	Pecar	n Drive								
4 Cit	y, town	or post office, state, and ZIP code				5	Report nu	mber (For	IRS Use Only)	
Johns	on City	y TX 78636								
6 Nar	ne and t	itle of officer or other employee of issuer or de	signated contact person wh	nom the IRS may o	call for more inform	nation 7	Telephone	number of a	ficer or legal representat	ve
Part	II	<b>Description of Obligations</b>	Check one: a sing	le issue [	or a cons	olidate	d return	n 🗀.		_
8a	Issue	price of obligation(s) (see instruc	tions)					8a	47,062.00	
b	Issue	e date (single issue) or calendar	date (consolidated	l). Enter date	in mm/dd/y	yyy forn	nat (for		19 - 19 1 1S 1 1S 1	
	exam	ple, 01/01/2009) (see instruction:	s) <b>&gt;</b> 4/1/20	020					THE PERSON NAMED IN	
9	Arno	unt of the reported obligation(s) o	n line 8a that is:							
а	For le	eases for vehicles					78 14	9a		
b	For le	eases for office equipment				8 . 8		9b		
C		eases for real property						9c		
d	For le	eases for other (see instructions),					9 9	9d		
9	For b	ank loans for vehicles					18 32	9e		_
f	For b	ank loans for office equipment .					O+ 90	9f		
9	For b	ank loans for real property						9g		
h		ank loans for other (see instruction						9h		
i								9i		=
j	Repre	esenting a loan from the proceeds o	of another tax-exemp	t obligation (f	or example, be	ond bank	()	9j		
k	Other					. 5	6 2	9k		
10	If the	issuer has designated any issue	under section 265(b	)(3)(B)(i)(III) (s	small issuer ex	xception	), check	this bo	Cu na na na 🕨	
11	If the	issuer has elected to pay a penal	lty in lieu of arbitrag	e rebate, che	eck this box (s	see instr	uctions)		9 9 8 8	
12	Vend	or's or bank's name:								
13	Vend	or's or bank's employer identifica	tion number:							
0:		Under penalties of perjury, I declare that I I true, correct, and complete. I further declar	nave examined this return are	nd accompanying	schedules and stat	lements, an	d to the be	st of my kn	owledge and belief, they	are
Sign	atur	Ihat I have authorized above.	W WILL - DOUBLIN TO MILE WILL	o dilaconte or the	riaduel 3 /etaili use	attributor, qu	Hecconar	(O prodess	inia return, to me porst	mile)
and		N.				<b>K</b>				
Cons	ent	<b>)</b>								
		Signature of issuer's authorized re		Date		Тур	or print r	name and t		
Paid		Print/Type preparer's name	Preparer's signatu	re	Da	ite	CI	neck 🗍 I	PTIN	
Prepa	arer							If-employe	od	
Use (		Firm's name	911-				Firm's El	N Þ		
	,	Firm's address ▶					Phone no	).		
							. 110110110	,,		

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### **Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## **EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24802 Lease Schedule A No.: 24802

## **EQUIPMENT INFORMATION**

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#
		24802. See Schedule A for a detailed
		Equipment List.

Date:

LESSEE: Blanco County

## **Blanco County Tax Assessor Collector Proposal**

Commissioner Wier

Attached are a few numbers I have put together to possibly acquire an additional full-time person for the South Blanco Annex location. If a new employee is hired for full-time employment this office will eventually process title work in addition to what we currently offer at this location.

## Attached you will find:

- 1) Blanco South Annex Office Sales Per Day
- 2) Benefits and Retirement Summary insurance and retirement figures for the remaining fiscal year
- 3) Budget Proposal
- 4) Report to show income since taking office 1/1/2017

## **Benefits and Retirement Summary**

Benefits from June 1, 2020 - September 30, 2020

Insurance benefits do not start for 90 days after hired.

Insurance Benefits - including Dental and Vision

870/per month @ 4 months = \$3,480.00

Retirement Benefits - start immediately

County's Portion - 8.16%

**Starting Pay** 

\$ 31,000.00

Divided by pay weeks/26

\$ 1,192.31

Multiplied by pay weeks (16) left if started on 3/1/20

\$ 19,076.92

Multiplied by County Percent

\$ 1,556.68 County's Portion

## **BUDGET PROPOSAL**

Current Budget

Salary, (Part-time) \$ 22,000.00

Proposal - from Prior Page

Proposed Salary \$ 19,076.92 Benefits \$ 3,480.00

Retirement \$ 1,531.57

\$ 24,088.49

Total Needed from

Commissioner's Court

\$ (2,088.49)

## **BLANCO SOUTH ANNEX OFFICE SALES PER DAY**

2018				2019				2020	
			01/02/19	19	1,271.42	De la	01/01/20	0	-
			01/09/19	0	:=:		01/10/20	53	3,335.58
	1	123	01/16/19	42	2,029.25		01/15/20	38	2,465.75
		Ja.	01/23/19	23	2,037.00		01/22/20	25	1,521.75
			01/30/19	53	2,431.60		01/29/20	66	5,378.48
14	1		02/06/19	32	1,589.15	No.	02/05/20		- 1
	1	786	02/13/19	35	2,928.03		02/12/20		- 1
	1		02/20/19	24	1,312.92		02/19/20		-
	-		02/27/19	55	5,692.30		02/26/20		- 1
			03/06/19	46	4,067.25		03/04/20		- 1
	Į.		03/13/19	0	0 <del>≡</del>		03/11/20		- 1
			03/20/19	70	16,669.50	Fa	03/18/20		-
	1		03/27/19	64	7,580.55		03/25/20		- 1
	1		04/03/19	35	3,961.88		04/01/20		- 8
04/11/18 31	1,726.40		04/10/19	63	3,919.75		04/08/20		- 4
04/18/18 29	1,527.65		04/17/19	34	1,912.65		04/15/20		5 1
04/25/18 54	2,560.25		04/24/19	48	3,389.25		04/22/20		- 1
05/02/18 31	2,630.00		05/01/19	76	6,172.70		04/29/20		- 1
05/09/18 31	2,531.65		05/08/19	22	1,658.58		05/06/20		- 1
05/16/18 32	1,857.50	-	05/15/19	57	3,595.20		05/13/20		* 1
05/23/18 39	2,455.65	8	05/22/19	58	4,345.38	100	05/20/20		5
05/30/18 42	4,612.75		05/29/19	44	2,660.50		05/27/20		- 1
06/06/18 0			06/05/19	57	3,423.40	32	06/03/20		- 1
06/13/18 34	1,692.50		06/12/19	60	3,245.25		06/10/20		
06/20/18 36	2,039.28	450	06/19/19	0	6 6 4 7 4 0		06/17/20		- 1
06/27/18 15	2,733.15		06/26/19	81	6,642.40		06/24/20		- 1
07/04/18 0	* 4	Was I	07/03/19	73	5,021.45		07/01/20		
07/11/18 0	- 7.		07/10/19	57	3,598.00		07/08/20		
07/18/18 0	4 000 05		07/17/19	46	2,419.75		07/15/20		5
07/25/18 72	4,892.65		07/24/19	33	1,550.44		07/22/20 07/29/20		
08/01/18 43	3,016.88		07/31/19	71 44	5,659.45 2,777.05	E	08/05/20		
08/08/18 33	2,055.00		08/07/19 08/14/19	44	2,777.03		08/03/20		
08/15/18 40 08/22/18 24	2,019.25 1,566.05		08/21/19	37	2,710.30		08/12/20		
· ·	2,661.10		08/21/19	46	3,025.88		08/26/20		-
	2,350.35		08/28/19	35	3,050.10		09/02/20		- 1
09/05/18 32 09/12/18 27	1,731.75		09/04/19	52	3,233.95		09/09/20		-
09/12/18 27	1,819.75		09/11/19	34	2,210.00	33	09/16/20		- 1
09/26/18 0	1,613.73		09/25/19	64	6,933.48		09/23/20		- 1
10/03/18 0			10/02/19	58	3,810.55		09/30/20		-
10/10/18 39	2,862.50		10/02/19	46	3,383.75		10/07/20		-
10/10/18 59	3,686.10		10/05/19	37	2,673.10	NI I	10/14/20		- 1
10/24/18 21	1,591.05		10/13/19	46	2,733.50	25-1	10/21/20		- 1
10/31/18 43	3,053.47		10/23/19	56	7,997.10	199	10/28/20		_ [
11/07/18 27	1,722.25	HE T	11/06/19	42	2,745.00		11/04/20		:=:
11/14/18 34	2,380.90	411	11/13/19	27	1,501.03	E S	11/11/20		- 1
11/21/18 0	_,		11/20/19	51	4,546.05	100	11/18/20		-
21,22,10			,,,		.,				

	2018			2019			2020	
11/28/18	54	3,984.15	11/27/19	38	2,390.75	11/25/20		3
12/05/18	30	1,815.00	12/04/19	0	- 8	12/02/20		
12/12/18	39	2,319.50	12/11/19	70	5,135.40	12/09/20		- 1
12/19/18	0		12/18/19	59	3,969.25	12/16/20		·
12/26/18	11	488.75	12/25/19	0	9.	12/23/20		
					18	12/30/20		
-	1062	72,383.23		2264	177,995.94	_	182	12,701.56

Grand Total \$ 263,080.73

TAX OFFICE REVENUE SINCE JANUARY 1, 2017

Year	(	Gross Sales	Dates
2017	\$	1,756,629.04	1/1/17 - 9/30/17
2018	\$	2,228,947.10	10/1/17 - 9/30/18
2019	\$	2,508,359.11	10/1/18 - 9/30/19
2020	\$	672,652.98	10/1/19 - 2/3/20

36 Species 5

# INTERLOCAL COOPERATION AGREEMENT FOR STORAGE OF FIRE TANKER TRUCK

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of March, 2020, by and between COUNTY OF BLANCO, TEXAS; a political subdivision of the great State of Texas, herein after referred to as "BLANCO", NORTH BLANCO COUNTY ESD #1, a political subdivision of the great State of Texas, herein after referred to as "NORTH ESD", and JOHNSON CITY VOLUNTEER FIRE DEPARTMENT, herein after referred to as "JCVFD".

WHEREAS, BLANCO is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of BLANCO;

WHEREAS, NORTH ESD is a duly organized political subdivision of the State of Texas engaged in providing fire, rescue, medical and other emergency services for the benefit of the citizens of BLANCO;

WHEREAS, JCVFD is 501(c)(3) engaged in providing fire and other emergency services for the City of Johnson City, Texas;

WHEREAS, NORTH ESD and JCVFD jointly use a Fire Tanker Truck for the benefit of citizens of BLANCO; and

WHEREAS, neither JCVFD nor NORTH ESD have adequate space to store the Fire Tanker Truck;

NOW THEREFORE, BLANCO, NORTH ESD and JCVFD, for the mutual consideration herein after stated, understand and agree as follows, to-wit:

## I. Term of Agreement

The term of this Agreement is for twelve months from date of acceptance by BLANCO and shall be automatically renewed for successive one-year terms thereafter unless one party notifies the other parties in writing, at least thirty (30) days prior to the expiration of said term, of its intention not to renew this Agreement subject to the terms and conditions set out in section VII hereof.

## II. Agreement

BLANCO shall permit JCVFD to store its Fire Tanker Truck on BLANCO property at the Precinct 2 storage yard. BLANCO shall store the Fire Tanker Truck in a secured area and shall provide access via a gate code or key provided to the JCVFD Fire Chief.

BLANCO shall not be liable for any damage caused to the Fire Tanker Truck while in storage.

JCVFD shall park the Fire Tanker Truck only in the area of the storage yard designated by BLANCO. JCVFD Fire Chief shall not disclose the gate code to any other party except in an emergency. If JCVFD Fire Chief discloses the gate code to any other party, it shall promptly notify BLANCO of the name of the person the code was provided to and the reason for disclosing the code.

Upon request, JCVFD shall immediately move the Fire Tanker Truck or provide a key to BLANCO so that it may move the Fire Tanker Truck.

### III. Written Communications

The address of BLANCO is:

Blanco County Commissioners Court Blanco County Courthouse PO Box 471 101 E. Pecan Dr. Johnson City, TX 78636

The address of NORTH ESD is:

105 Bill Watson Drive P.O. Box 557 Johnson City, TX 78636

The address of JCVFD is:

Fire Chief 300 Live Oak Drive Johnson City, TX 78636

## IV. Compensation

BLANCO shall not charge a fee for the storage of the Fire Tanker Truck. BLANCO and NORTH ESD shall receive the benefit of the use of the Fire Tanker Truck in the community.

### IV. Termination

This Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other parties. In the event of such termination, JCVFD shall remove the Fire Tanker Truck within before the termination of the Agreement.

## V. Entire Agreement

This Agreement represents the entire and integrated agreement between BLANCO, NORTH ESD and JCVFD and supersedes all prior negotiations, representations, statements, agreements, and understandings relating to its subject matter, whether verbal or written. This Agreement may be amended only by written instrument signed by the parties.

## VI. Jurisdiction

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

## VII. Severability

In the event one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if that portion were not included in the agreement and the agreement shall remain valid and binding.

## VIII. Assignability

No party may assign any rights or duties created by this Agreement without the other party's prior written approval.

## IX. Legal Authority

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are not in full force and effect.

Executed on the day of March, 2020.	
AGREED TO: BLANCO COUNTY, TEXAS	AGREED TO: JOHNSON CITY VOLUNTEER FIRE DEPARTMENT
By:County Judge	By: Fire Chief
Date:	Date:
AGREED TO: NORTH BLANCO COUNTY ESD #1	
By:	
Date:	

# COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

# COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

# Chris Liesmann Blanco County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2019

Debbie Gonzales Ingalsbe, Chair Commissioners Education Committee Chuck Statler, President County Judge and Commissioners Association of Texas Y CERTIFY THAT THE AS SHOWN OF O OF THE OFFICIAL AND DESCRIBED PLAT WITH MY SEMENTS OR

\_\_\_\_, A.D. 2020

N THIS DAY
TO ME AS THE
FOREGOING

RE ME THIS \_\_\_ DAY

T SHE HAS EXECUTED

ATION THEREIN

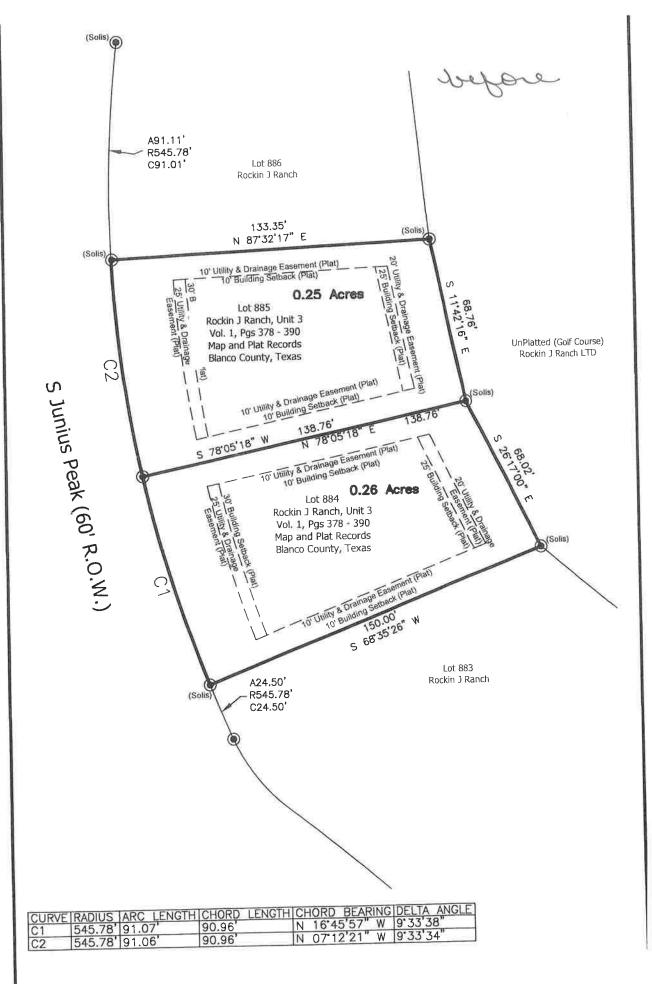
r, TEXAS

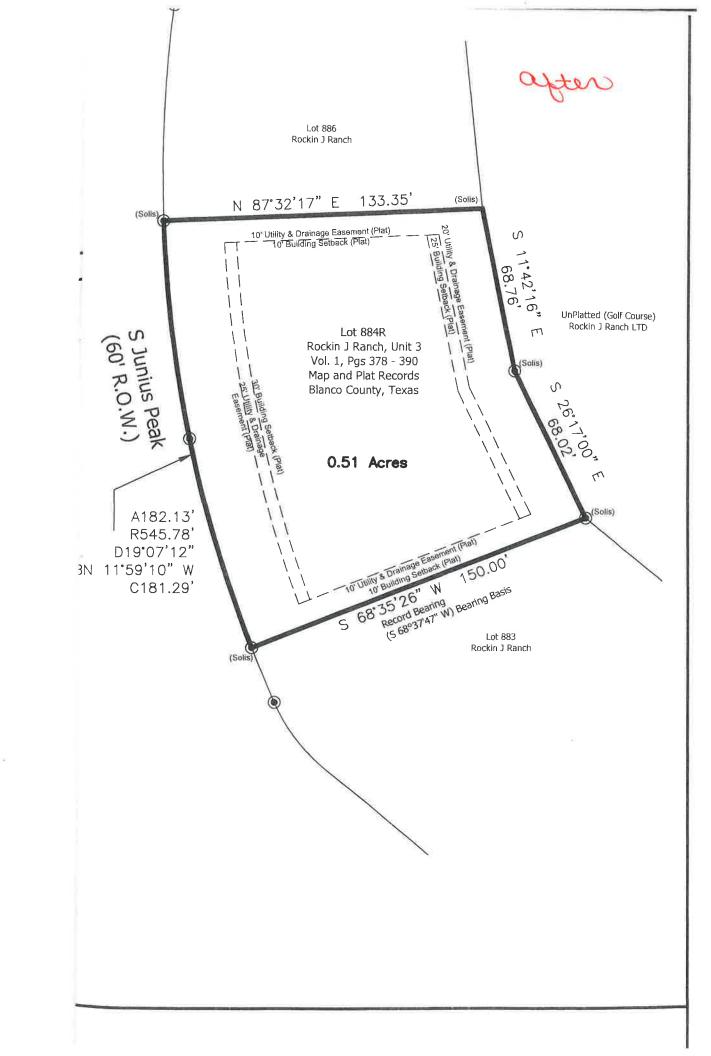
rance Rate Map , 1991, property falls in

tral Zone 4203.
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s as may be
committee.
d in Vol. 1, Pgs.
100, Vol. 354, Pg.
Records, Blanco
g. 122, Official Public

along Front lot lines along Side lot lines along Rear lot lines lot lines lot lines lot lines t, along all roads in Pg. 900, Official

Record, Vol. 436, Pg. inty, Texas.







## DATA EXTRACTION AND DISSEMINATION AGREEMENT

#### **DEFINITIONS:**

"Digital Content" is CLIENT'S data, images and/or videos as described in 'Attachment

**Extractions**" is the labor of events in which digital content is extracted on behalf of CLIENT'S request and is not defined in terms of quantity, dissemination methods or storage devices

"Governing Body" is the governing body that has the authority to exercise governance over an organization or political entity whose authority is to make binding decisions in a given geopolitical system

This document serves as a formal agreement between \_Blanco County\_ (hereinafter referred to as "CLIENT") and i3 Bearcat, LLC (NET Data Corporation) ("NET Data"). CLIENT has requested that NET Data extract and deliver CLIENT'S digital content which resides on \_virtual host\_ system to CLIENT. CLIENT understands and agrees that its digital content includes, but is not limited to, regulated data, and shall be disseminated by the requirements set forth in all applicable Federal and/or State laws. CLIENT further agrees to the following:

### 1. TERMS OF DELIVERY

## .1 DIGITAL CONTENT EXTRACTION AND DISSEMINATION REQUESTS

funder X

- .1.1 NET Data is not responsible for CLIENT'S digital content from the above-named system, once it has been extracted and/or disseminated to the CLIENT. The CLIENT requests digital content for the content description and departments as stated in 'Attachment A'.
- NET Data will provide CLIENT 1 extraction(s) as defined in this agreement's definitions at the cost of \$2,250.00. Digital content extractions and dissemination requests shall not be performed until all monetary funds as described in this agreement have been received by NET Data.
- 1.1.3 The data extract will be provided in a comma-delimited .CSV single file format. 'Attachment B' contains a sample of the data extraction file as described in this section.
- 1.1.4 Digital content will be extracted to industry standard external storage devices or disseminated via SFTP to CLIENTS owned SFTP server. If storage devices named in this section are used, they shall be billed to CLIENT or purchased by CLIENT and sent to NET Data.
- 1.1.5 Digital content extracted to storage devices named in section 1.1.4 shall be disseminated to the governing body of the CLIENT.
- Digital content extracted to storage devices named in section 1.1.4 shall be encrypted, and the encryption key shall be disseminated to the governing body of the CLIENT via email.
- 1.1.7 Digital content extraction and dissemination requests shall be performed within a reasonable time frame so as not to hinder the operational requirements of either party defined in this agreement. Both parties agree that a reasonable time frame includes but is not limited to a minimum of 14 days and a maximum of 30 days from the time all monetary funds within this agreement have been received by NET Data or as mutually agreed upon by both parties.
- 1.1.8 NET Data makes no warranty that the Data results of its use, will meet CLIENT's or any other person's requirements, achieve any intended result, be compatible or work with any software, system or other services, or be secure, accurate, complete, delivered in real-time, or error free. CLIENT assumes all risks arising out of or associated with access to the data, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application and data. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NET DATA MAKES NO WARRANTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. NET DATA DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- 1.1.9 IN NO EVENT WILL NET DATA BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY CAUSE RELATING TO CLIENT'S ACCESS TO OR USE OF THE DATA



## 1.2 MISCELLANEOUS DIGITAL CONTENT EXTRACTION AND DISSEMINATION

- 1.2.1 Digital content extraction and dissemination requests other than those defined in section 1.1 of this agreement shall incur charges to be paid by the CLIENT and include but are not limited to file format variations, additional content extraction, other dissemination requests.
- 1.2.2 A statement of work shall be provided and agreed upon for any miscellaneous digital content extraction and dissemination requests.

**2. AUTHORIZATION**: All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

NET Data:

By:
Title:
Date:

By: Title: Date:



## ATTACHMENT A

## 1. REQUESTED DIGITAL CONTENT DESCRIPTION:

Create a custom extract of Blanco County Jail Information from Blanco County's da	ata library on the virtual
host. The extract data is requested in an EXCEL Spreadsheet format to include the	data fields specified below.
The purpose of the extract is to be used by Blanco County to search and lookup hist	orical book-in records in
order to terminate the current 'view only' maintenance agreement for NET Data Law	w Enforcement application.
Information Required:	
Name, DOB, SS#, DL#, SID#, PID#, Arrest#, Book-in Date, Release Date, TRN#/	Seq, Offense Code,
Offense Description	
2. REQUESTED DIGITAL CONTENT FOR THE DEPARTMENTS OF:	
2. REQUESTED DIGITAL CONTENT FOR THE DEFARIMENTS OF:	
Sheriff's Office – Jail – Book-in Information	
	18



## ATTACHMENT B

## 1. SAMPLE BOOK-IN DATA IN EXCEL FORMAT FOR DATA EXTRACTION

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EXTRACT AGREEMENT IS FOR DATA ONLY AND DOES NOT INCLUDE IMAGES OR VIDEOS



## **Order Form**

## Order ID:Q-00717194

Contact your representative <u>natatic chret@thomsonreuters.com</u> with any questions. Thank you.

#### Subscriber Information

#### Account Address

Account #: 1000105580 BLANCO COUNTY SHERIFFS DEPT CLEAR 400 S US HIGHWAY 281 JOHNSON CITY TX 78636-0365 US

#### **Shipping Address**

Account #: 1000105580 BLANCO COUNTY SHERIFFS DEPT CLEAR 400 S US HIGHWAY 281 JOHNSON CITY TX 78636-0365 US

#### **Billing Address**

Account #: 1000105580 BLANCO COUNTY SHERIFFS DEPT CLEAR 400 S US HIGHWAY 281 JOHNSON CITY, TX 78636-0365 US

This Order Form is a legal document between West Rublishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "it". Subscription terms, if any, follow the ordering grids below

## ProFlex Products See Attachment for details

Service Material	Product	Quantity	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
41308780	CLEAR PROFLEX	ī	\$299.75	36	5%

#### Minimum Terms

Online/ Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above.

Subscriber ("you" or "!") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month,

#### Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products, At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate, Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term, Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

#### Miscellaneous

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

Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

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

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

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <a href="http://static.legalsolutions.thomsonreulers.com/static/returns-refunds.pdf">http://static.legalsolutions.thomsonreulers.com/static/returns-refunds.pdf</a> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

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

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <a href="http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf">http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf</a> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

The General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf.

The General Terms and Conditions for Federal Subscribers are located at <a href="https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf">https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf</a>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR Fixed Rate Usage: If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the thencurrent 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry, If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

#### For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

#### Additional Order Form Terms and Conditions

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

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-00717194

## ACKNOWLEDGEMENT Q-00717194

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

	Blanco County Judge	
Signature of Authorized Representative for order	Title	
Brett Bray		
Printed Name	Date	

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This Order Form will expire and will not be accepted after 4/24/2020 CT.



## **Attachment**

## Order ID:Q-00717194

Contact your representative <u>natalie.ehret@thomsonreuters.com</u> with any questions. Thank you.

Order ID: Q-00717194

## Payment and Shipping Information

Payment Method:

Payment Method: Bill to Account Account Number: 1000105580

Order Confirmation Contact (#28) Contact Name: ADAM ACOSTA Email: adam.acosta@leo.gov

	ProFlex Multiple Location Details						
Account Number	Account Name	Account Address	Action				
1000105580	BLANCO COUNTY SHERIFFS DEPT	400 S US HIGHWAY 281 JOHNSON CITY TX 78636-0365 US	New				

		ProFlex Pr	oduct Details
Quantity	Unit	Service Material #	Description
25	Seats	41882302	CLEAR for Law Enforcement Plus
1	Seats	41913616	CLEAR Government Arrest Gateway Pro Addon

	Account Contacts					
Cont	act Name	Email Address	Customer Type Description			
ADAM	ACOSTA	adam.acosta@leo.gov	CLEAR PRIMARY CONT			
ADAM	ACOSTA	adam.acosta@leo.gov	EML PSWD CONTACT			

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products					
Sub Material	Quantity	Active Subscription to be Lapsed			
41882302	25	CLEAR for Law Enforcement Plus			
41913616	1	CLEAR Government Arrest Gateway Pro Addon			
41308780	1	CLEAR Proflex			



# **ESTIMATE**

# Republic Of Texas Safety Equipment Inc.

For

Blanco County Sheriffs Office

Shop 2001

P O Box 707 Buda, TX 78610

Joe Cronin (512) 400-0297 www.rotxse.com sales@rotxse.com

**Estimate Num** 

157

Date

Feb 11, 2020

Description	Quantity	Rate	Discount	Amount
* Feniex Vanguard 100W Speaker	2	\$129.00	\$0.00	\$258.00
* Feniex - Fusion Rocker Dual	1	\$1,059.00	\$0.00	\$1,059.00
* Feniex - Fusion 800 Dual	1	\$489.00	\$0.00	\$489.00
* Cannon - Red / White	1	\$69.00	\$0.00	\$69.00
* Cannon - White/ Blue	1	\$69.00	\$0.00	\$69.00
* Plastix plus console	1	\$850.00	\$0.00	\$850.00
* Pro-Gard prisoner transport partition center sliding window	1	\$883.00	\$0.00	\$883.00
* Pro-Gard rear window guards	1	\$248.00	\$0.00	\$248.00
* Pro-Gard Tri-Lock partition mounted dual gun rack w/ straight key	1	\$561.00	\$0.00	\$561.00
* Soundoff one interior light	2	\$75.00	\$0.00	\$150.00
* Freight Charges	1	\$200.00	\$0.00	\$200.00
* Feniex - Fusion surface Dual - Red/Blue	2	\$79.00	\$0.00	\$158.00
* Feniex - dual color push bumper	1	\$649.00	\$0.00	\$649.00
* Go Rhino wrap around guards 5296W	1	\$280.00	\$0.00	\$280.00
* Installation parts and labor	1	\$2,600.00	\$0.00	\$2,600.00

\* Indicates non-taxable item 2020 F-150

Installation of emergency lighting, push bumper, console and cage.

Installation of customer supplied lightbar, siren and controller.

Labor warrantied for 1 year from install date. Warranty is void if someone other than ROTXSE or their designee makes modifications or connects to ROTXSE installed wiring.

Parts covered by manufacturer warranty

Ralance Due	\$8 523 00
Total	\$8,523.00
Tax (8%)	\$0.00
Subtotal	\$8,523.00



Shop 2002

P O Box 707 Buda, TX 78610

Joe Cronin (512) 400-0297 www.rotxse.com sales@rotxse.com

# **ESTIMATE**

# Republic Of Texas Safety Equipment Inc.

For

Blanco County Sheriffs Office

**Estimate Num** 

152

Date

Dec 20, 2019

SECTION OF THE PROPERTY OF THE		79-38-100 IO = 5 W			
Description	Quantity	Rate	Discount	Amount	
* C-4200 Feniex 4200 controller	1	\$399.00	\$0.00	\$399.00	
* Feniex - Storm Pro 200W	1	\$189.00	\$0.00	\$189.00	
* Feniex Vanguard 100W Speaker	2	\$129.00	\$0.00	\$258.00	
* Feniex - Fusion 49" Light Bar Dual Color Flood/arrow	1	\$1,699.00	\$0.00	\$1,699.00	
* F150 Light Bar Mount	1	\$25.00	\$0.00	\$25.00	
* Feniex - Fusion Rocker Dual	1	\$1,059.00	\$0.00	\$1,059.00	
* Feniex - Fusion 800 Dual	1	\$489.00	\$0.00	\$489.00	
* Cannon - Red / White	1	\$69.00	\$0.00	\$69.00	
* Cannon - White/ Blue	1	\$69.00	\$0.00	\$69.00	
* Installation parts and labor	1	\$2,600.00	\$0.00	\$2,600.00	
* Plastix plus console	1	\$850.00	\$0.00	\$850.00	
* Pro-Gard prisoner transport partition center sliding window	1	\$883.00	\$0.00	\$883.00	
* Pro-Gard rear window guards	1	\$248.00	\$0.00	\$248.00	
* Pro-Gard Tri-Lock partition mounted dual gun rack w/ straight key	1	\$561.00	\$0.00	\$561.00	
* Freight Charges	1	\$200.00	\$0.00	\$200.00	

Description	Quantity	Rate	Discount	Amount	W SIY
* Feniex - Fusion surface Dual - Red/Blue	2	\$79.00	\$0.00	\$158.00	
* Feniex - dual color push bumper	1	\$649.00	\$0.00	\$649.00	
* Go Rhino wrap around guards 5296W	1	\$280.00	\$0.00	\$280.00	
* Indicates non-taxable item					
2020 F-150					
Installation of emergency lighting, push bumper, console and cage.		Sub	total	\$10,685.00	
push bumper, console and cage.		Tax	(8%)	\$0.00	
Labor warrantied for 1 year from install date. Warranty is void if			Total	\$10,685.00	
someone other than ROTXSE or the designee makes modifications or connects to ROTXSE installed wiring		Balance	Due	\$10,685.00	
Parts covered by manufacturer warranty					i I

#### Date 2/3/2020 General & Client Information Client Name Blanco County Sheriff's Office Bill to 400 South US 281 Product Family Zuercher Bill To # 57233 Johnson City, TX 78636 tx-blanco-so Install Name: Quote # SR-32163 Chent Purchase Order # Client Purchase Order Date Client Contact: Contact Phone: Patrol Lieulenant Robert Woodring (830) 868-7104 Contact Email Address: rwoodring@co blanco.tx.us Randy Pulayya Account Executive Project Products & Services Sales Category Software Platform Item Description Unit Price Qty 'Unit S Extended Price Software Zuercher Mobile AVI 200.00 600.00 600.00 Mobile CAD 450.00 1,350.00 1,350.00 Software Zuercher Software Zuercher Mobile Civil Included Included Included Mobile Mapping Software Zuercher 550.00 1,650.00 1,650.00 Software Zuercher Mobile NCIC Included Included Included Software Zuercher Mobile Records 950.00 2.850.00 2.850.00 516.00 516.00 516.00 Services Zuercher Professional Services Project Payment Terms: Rayment due in full 30 days from date of involce 6,966.00 Total Payments: \$ 6,986.00 Summary Information & Project Notes The state of the state of the state of Annual maintenance in the amount of \$1,216 will be due one year from Go Live Send Purchase Orders to Account Management Remt Payments to CentralSquare Technologies 12709 Collection Center Drive Issued by: Chicago, IL 60693 Contact info: Terms and Conditions Proposed Quote is valid for 60 (sixty) days Software License Terms

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

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

#### Sales Tay

Software licenses shall be deemed accepted on delivery

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



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Date:

2/3/2020

General Terms

The items in this Quote are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from CentralSquare

The CentralSquare Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the CentralSquare Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities

This order provides CentralSquare Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project

Unless otherwise specified, the designated Bill To entity shall be invoiced upon signing, Payment is due within 30 days from that invoice date

All services will be performed during normal business hours, unless otherwise stated in this Quote for specific service deliverables

Deployment and implementation of CentralSquare Software and Services are based upon Client's provision and compliance with CentralSquare's Configuration Management Document

CentralSquare reserves the right to adjust this Quote as a result of changes including but not limited to project scope, deliverables (CentralSquare Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements,

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this Quote, check the appropriate box below and, either, (I) attach a copy of this Quote to your purchase order when it is remitted to CentralSquare, or, (II) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and email this Quote to your account manager to indicate your acceptance.

	Purchase Order required and attached, reference PO#	on invoice		Personal II Inc.		-
0	No Purchase Order required to invoice					
						1
Please	e check one of the following					- 1
	l agree to pay any applicable sales tax				*** ( - ****** **** *******************	7
	I am tax exempt. Please contact me if CentralSquare does not	have my current exempt inf	ormation on file			-

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	Client Agency/Entity Name		14.0-11 0-10-004	
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Name and Address of the Owner, which is not a second	Print Name		7111	
		The state of the s	Title	
www.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a	Client Authorized Representative			
	TOTAL CONTRACTOR AND			
7. 3				
	Signature		Date	
	Client Authorized Representative		147-01077 10-100	