

Blanco County Monthly Payroll Approval Form

May 2018 Estimated Payroll

	#13 Cnty Atty Ck Collecting	#10 General Fund	#15 Road & Bridge Fund	#18 Courthouse Security	Total
Salaries		198,475.00	21,664.10		220,139.10
Soc/Med		15,183.34	1,657.30		16,840.64
Retirement		16,671.90	1,821.95		18,493.85
Insurance		50,556.68	6,890.72		57,447.40
Group Term Life		278.04	45.12		323.16
TOTAL		281,164.96	32,079.19		313,244.15
Total Payroll to be approved					313,244.15

County Treasurer _____ Date 5-4-2018

County Judge _____ Date _____

Commissioner Pct 1 _____ Date _____

Commissioner Pct 2 _____ Date _____

Commissioner Pct 3 _____ Date _____

Commissioner Pct 4 _____ Date _____

BLANCO COUNTY REQUEST FOR A LINE-ITEM TRANSFER

DATE: 1-May-18

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Don Jackson

DEPARTMENT Blanco County Sheriff's Office

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>GENERAL</u>	<u>Law Enforcement Center Maintenace</u>	<u>10-500-546</u>	<u>\$1,000.00</u>
TO:	<u>GENERAL</u>	<u>Dishwasher Lease</u>	<u>10-425-445</u>	<u>\$1,000.00</u>

Reason for request:

Amount budgeted did not account for increase in jail population. The base rate of the contract, roughly \$170.00, plus extra cycle charges and detergent make costs more than previous years.

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



Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

Co Judge/Commissioners' Court Approval
(as needed)

Blanco County Commissioners' Court

8-May-18

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	48,662.56
015	Road & Bridge Fund	15,476.30
017	Records Mngmt Clerk	1,341.48
039	District Crt Technology	1,011.14
041	District Crt Record Preservation	150.00
Total		66,641.48

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

Attest County Auditor:

Cindy J Gent

Date

05/03/18

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

County Judge

Date

Commissioner Pct 1

Commissioner Pct 3

Commissioner Pct 2

Commissioner Pct 4

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0310-GENERAL FUND GRANTS				
DELL MARKETING L.P.	65339	A	INV#10238488328 LEC	577.65
DELL MARKETING L.P.	65340	A	INV#10238488328 LEC	269.21
HILL COUNTRY IT	65285	A	INV #0000195 LEC EMAIL	38.50
DEPARTMENT TOTAL				885.36
0400-COUNTY JUDGE EXPENSES				
CONNIE HARRISON	65328	A	REIMBURSEMENT	292.06
DEPARTMENT TOTAL				292.06
0410-COUNTY CLERK				
BUSINESS CENTER PRINT & OS	65323	A	INV#1306528 CO CLERK	109.96
TEXAS ASSOCIATION OF COUNTIES	65408	A	REF#R274213 CO CLERK	250.00
DEPARTMENT TOTAL				359.96
0411-ELECTIONS ADMINISTRATOR				
OFFICE OF THE SECRETARY OF STATE	65378	A	REGISTRATION CODE: 11241 WALLA	210.00
OFFICE OF THE SECRETARY OF STATE	65379	A	REGISTRATION CODE: 11245 WITTKOHL	210.00
DEPARTMENT TOTAL				420.00
0415-COUNTY ATTORNEY				
CONNIE RUSSELL	65329	A	REIMBURSEMENT	124.96
HILL COUNTRY IT	65284	A	INV #0000195 CO ATTY	21.00
QUILL CORPORATION	65400	A	INV#6334031 CO ATTY	25.49
QUILL CORPORATION	65401	A	INV#6242506 CO ATTY	22.19
TEXAS DIST. & CO ATTY ASSOC	65409	A	INV#139473 CO ATTY	75.00
DEPARTMENT TOTAL				268.64
0420-TAX ASSESSOR/COLLECTOR				
DELL MARKETING L.P.	65336	A	INV#10237986916 TAC	42.85
HILL COUNTRY IT	65286	A	INV #0000195 TAC	21.00
DEPARTMENT TOTAL				63.85
0425-COUNTY SHERIFF				
A T & T MOBILITY	65254	A	ACCT #287272104256 LEC	87.14
AMBER LEARO	65317	A	REIMBURSEMENT	108.46
AMBER LEARO	65318	A	REIMBURSEMENT	115.54
BURNET COUNTY TREASURER	65257	A	JANUARY 2018 INMATE HOUSING FOTH	800.00
BURNET COUNTY TREASURER	65258	A	DRUG COURT PROGRAM	58.65
CHARM-TEX, INC	65326	A	INV#0161821-IN LEC	105.70
CHARM-TEX, INC	65327	A	INV#0161498-IN LEC	102.36
CITY OF JOHNSON CITY	65265	A	ACCT #1255 LEC	515.76
CITY OF JOHNSON CITY	65266	A	ACCT #1316 LEC	964.71
CITY OF JOHNSON CITY	65267	A	ACCT #1317 LEC	54.21
DASH MEDICAL GLOVES, INC	65334	A	INV#1101551 LEC	395.40
EXPRESS AUTOMOTIVE SERVICE	65342	A	INV#3751015 LEC	535.63
EXPRESS AUTOMOTIVE SERVICE	65343	A	INV#3750832 LEC	39.99
EXPRESS AUTOMOTIVE SERVICE	65344	A	INV#3750868 LEC	71.08
EXPRESS AUTOMOTIVE SERVICE	65345	A	INV#3750923 LEC	49.53
EXPRESS AUTOMOTIVE SERVICE	65346	A	INV#3750924 LEC	85.00
FRONTIER COMMUNICATIONS	65270	A	830-868-7104 LEC	1,022.39
FRONTIER COMMUNICATIONS	65271	A	210-020-1205 LEC	171.98
GT DISTRIBUTORS, INC	65350	A	INV#DPT000226407 LEC	428.50
JOHNSON CITY TOWING	65354	A	INV#2862 LEC	100.00
LAW ENFORCEMENT SYSTEMS INC	65362	A	INV#202393 LEC	142.00
MILLER UNIFORMS & EMBLEMS, INC.	65364	A	INV#106985 LEC	376.82
MILLER UNIFORMS & EMBLEMS, INC.	65365	A	INV#106971 LEC	80.75

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
MILLER UNIFORMS & EMBLEMS, INC.	65366	A	INV#106983 LEC	178.00
NORTH BLANCO COUNTY EMS	65299	A	PATIENT #00000708 JAIL	348.60
PERFORMANCE FOOD SERVICE	65381	A	INV#9120958 LEC	1,438.01
PERFORMANCE FOOD SERVICE	65382	A	INV#9120958 LEC	13.18
PERFORMANCE FOOD SERVICE	65383	A	INV#9120958 LEC	32.50
PERFORMANCE FOOD SERVICE	65384	A	INV#9128350 LEC	789.43
PERFORMANCE FOOD SERVICE	65386	A	INV#9128350 LEC	6.59
PERFORMANCE FOOD SERVICE	65387	A	INV#9130830 LEC	49.97
SCOTT & WHITE HOSPITAL	65301	A	PATIENT #PR9249332301 JAIL	112.50
SCOTT & WHITE HOSPITAL	65302	A	PATIENT #PR9226622561 JAIL	12.83
SOUTHERN HEALTH PARTNERS	65303	A	INV #ADP14046 POPULATION INCREASE	595.20
STEVEN A LOGSDON	65405	A	PRE-EMPLOYMENT PSYCH EXAM - CONKLIN	175.00
TEXAS A&M ENGINEERING EXT SRV	65407	A	INV#RJ7243591 LEC	500.00
WEST TEXAS FIRE & INDUSTRIAL SUPPLY	65423	A	INV#0171651 LEC	169.12
DEPARTMENT TOTAL				10,832.53
0430-COUNTY TREASURER				
CAMILLE H SWIFT	65324	A	REIMBURSEMENT	113.14
DEPARTMENT TOTAL				113.14
0432-COUNTY AUDITOR				
VERIZON WIRELESS	65424	A	ACCT #242014685-00001 AUDITOR	20.96
DEPARTMENT TOTAL				20.96
0435-INDIGENT HEALTH CARE				
BLANCO VOL AMBULANCE CORP	65256	A	PATIENT #00001046	400.41
FRONTIER COMMUNICATIONS	65274	A	830-868-7208 INDIGENT	4.72
SOUND INPATIENT PHYSICIAN	65304	A	PATIENT #9036017STV0000	53.49
SOUND INPATIENT PHYSICIAN	65305	A	PATIENT #9036016STV0000	117.74
DEPARTMENT TOTAL				576.36
0450-JUDICIAL EXPENSES				
BLANCO COUNTY DISTRICT CLERK	65255	A	GRAND JURY 5-9-18	480.00
FRONTIER COMMUNICATIONS	65273	A	830-868-7986 JUDICIAL	187.50
GREENWALT COURT REPORTING	65279	A	INV #4272 COUNTY COURT	367.10
HAYS COUNTY TREASURER	65315	A	DETENTION SERVICE 3-1 TO 3-5	500.00
KATHY COLVIN	65288	A	CASE #1593	325.00
KURT CORLEY, ATTY AT LAW	65289	A	CASE #CR01426	425.00
MEGAN M. KLAEGER	65291	A	CV #08437	217.50
MEGAN M. KLAEGER	65292	A	424TH CV #08363	240.00
MEGAN M. KLAEGER	65293	A	424TH CV #08385	390.00
MEGAN M. KLAEGER	65294	A	424TH CV #08341	255.00
NATALIE FOWLER	65295	A	33RD #CV08050	390.00
NICOLE BURNS	65296	A	CASE #5560 MISD.	300.00
NICOLE BURNS	65297	A	CASE #1512	425.00
THOMAS M FELPS	65312	A	33RD CASE #CR01453	625.00
TODD STEELE	65313	A	33RD CASE #1550	425.00
DEPARTMENT TOTAL				5,552.10
0455-COMMUNITY SERVICES				
A-JOHN PORTABLE TOILET RENTALS	65316	A	INV#7544 CO WIDE CLEANUP EVENT	170.00
BLANCO COUNTY PUBLICATIONS LP	65425	A	INV#1683 TRASH OFF DAY	500.00
RELIABLE TIRE DISPOSAL LLC	65402	A	INV#3963 TRASH OFF DAY	1,460.00
TEXAS WILDLIFE DAMAGE MGMT FUND	65426	A	INV #248735 APRIL BILLING	2,400.00
DEPARTMENT TOTAL				4,530.00
0500-COURTHOUSE EXPENSES				

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BEST PLUMBING SPECIALTIES, INC	65320	A	INV#5786313	19.68
CITY OF BLANCO	65259	A	ACCT #16 SOUTH ANNEX	132.15
CITY OF JOHNSON CITY	65260	A	ACCT #1186 ANNEX	2.59
CITY OF JOHNSON CITY	65261	A	ACCT #1089 PCT 2	75.19
CITY OF JOHNSON CITY	65262	A	ACCT #73 COURTHOUSE	216.73
CITY OF JOHNSON CITY	65263	A	ACCT #1187 ANNEX	51.37
CITY OF JOHNSON CITY	65264	A	ACCT #95 OLD JAIL	75.19
DUSTING DOLLS CLEANING SERVICE	65268	A	APRIL SERVICE	1,197.91
DUSTING DOLLS CLEANING SERVICE	65269	A	APRIL SERVICE SOUTH ANNEX	100.00
FRONTIER COMMUNICATIONS	65272	A	830-868-2228 FAX ELEV	308.93
FRONTIER COMMUNICATIONS	65275	A	830-868-4266 COUNTY	1,224.54
GRAVES HUMPHRIES, STAHL, LIMITED	65278	A	COLLECTION AGENCY SERVICES	1,150.84
HILL COUNTRY IT	65280	A	INV #0000188	52.71
HILL COUNTRY IT	65281	A	INV #0000195 IT SERV.	2,431.50
HILL COUNTRY IT	65287	A	INV #0000195 EMAIL SERV.	171.50
HILL COUNTRY IT	65351	A	INV#4229, LEC	2,588.00
ITZ ELECTRIC, INC.	65353	A	INV#24816 LEC	6,689.97
LOWER COLORADO RIVER AUTHORITY	65290	A	INV #TWER0005549	253.24
ODIORNE FEED/RANCH SUPPLY INC	65370	A	INV#131060 CH	12.45
PERFORMANCE FOOD SERVICE	65385	A	INV#9128350 LEC	16.25
PURCHASE POWER	65300	A	ACCT #8000-9090-0697-9400 POSTAGE	1,000.00
QUILL CORPORATION	65399	A	INV#6352377	169.87
TERMINIX	65306	A	ORDER #222905 OLD JAIL	47.00
TERMINIX	65307	A	ORDER #223134 LEC	111.00
TERMINIX	65308	A	ORDER #223146 ANNEX	100.00
TEXAS WIRELESS INTERNET	65309	A	PCT 4	5.00
THYSSENKRUPP ELEVATOR CORPORATION	65310	A	INV #3003871859	267.90
TIME WARNER CABLE	65311	A	INV #0144415041618 COUNTY	1,140.00
VERTICAL BRIDGE TOWER II, LLC	65314	A	INV #000163550	601.00
DEPARTMENT TOTAL				20,212.51
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	65298	A	REPORT #CAS017 JP 4	212.00
DEPARTMENT TOTAL				212.00
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	65321	A	ACCT#2411 RECYCLING	16.78
BLANCO HYDRO GAS CO.	65322	A	ACCT#2411 RECYCLING	22.28
FASTENAL COMPANY	65347	A	INV#TX001103223 RECYCLING	58.90
STALEY ENTERPRISES	65404	A	INV#92578 RECYCLING	1,395.00
DEPARTMENT TOTAL				1,492.96
0560-GENERAL FUND CAPITAL EQUIPMENT				
DELL MARKETING L.P.	65335	A	INV#10237986916 TAC	153.14
MILLER UNIFORMS & EMBLEMS, INC.	65367	A	INV#108031 LEC	892.33
MILLER UNIFORMS & EMBLEMS, INC.	65368	A	INV#107878 LEC	892.33
MILLER UNIFORMS & EMBLEMS, INC.	65369	A	INV#107879 LEC	892.33
DEPARTMENT TOTAL				2,830.13
FUND TOTAL				48,662.56

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
D & H EQUIPMENT	65330	A	INV#7491 PCT 1	62.50
ERGON ASPHALT AND EMULSIONS, INC	65341	A	INV#9401815184 PCT 2	1,466.42
ERGON ASPHALT AND EMULSIONS, INC	65428	A	INV#9401823882 PCT 2	1,444.80
KIRK FELPS	65356	A	INV#63083 PCT 1	25.48
KIRK FELPS	65357	A	INV#63205 PCT 1	4.68
KIRK FELPS	65358	A	INV#63341 PCT 1	10.71
KIRK FELPS	65359	A	INV#63415 PCT 1	2.69
KIRK FELPS	65360	A	INV#63421 PCT 1	35.11
KIRK FELPS	65361	A	INV#63478 PCT 1	131.98
PATHMARK TRAFFIC PRODCT/TX INC	65380	A	INV#027178 PCT 1	186.14
PETERSON TIRE	65390	A	INV#JC27975 PCT 1	24.68
PETERSON TIRE	65394	A	INV#JC27998 PCT 1	114.57
PETERSON TIRE	65398	A	INV#BL28916 PCT 1	20.00
RUIZ CONSTRUCTION	65403	A	CONCRETE WORK ON COUNTRY LN	3,509.17
THIRD COAST DISTRIBUTING, LLC	65417	A	INV#739966 PCT 1	47.54
THIRD COAST DISTRIBUTING, LLC	65418	A	INV#740160 PCT 1	25.47
THOMAS WEIR	65419	A	REIMBURSEMENT	20.11
THOMAS WEIR	65420	A	REIMBURSEMENT	17.25
THOMAS WEIR	65421	A	REIMBURSEMENT	34.36
DEPARTMENT TOTAL				7,183.66
0550-R&B PCT #2				
CHANAS AGGREGATES BLANCO, LLC	65427	A	INV#2943 PCT 2	1,000.63
D & H EQUIPMENT	65331	A	INV#7491 PCT 2	62.50
FRONTIER COMMUNICATIONS	65276	A	830-868-4471 PCT 2	102.00
ODIORNE FEED/RANCH SUPPLY INC	65377	A	INV#131219, CR MEMO 131222 PCT 2	52.25
PETERSON TIRE	65389	A	INV#JC28027 PCT 2	41.45
PETERSON TIRE	65391	A	INV#JC27975 PCT 2	24.69
PETERSON TIRE	65395	A	INV#JC27998 PCT 2	114.59
THIRD COAST DISTRIBUTING, LLC	65410	A	INV#739944 PCT 2	39.47
DEPARTMENT TOTAL				1,437.58
0560-R&B PCT #3				
ASPHALT PATCH ENT. INC.	65319	A	INV#492281 PCT 3	1,068.48
D & H EQUIPMENT	65332	A	INV#7491 PCT 3	62.50
FORD & CREW HOME AND HARDWARE	65348	A	TRANS#A108664 PCT 3	7.47
FORD & CREW HOME AND HARDWARE	65349	A	TRANS#109173 PCT 3	19.92
FRONTIER COMMUNICATIONS	65277	A	830-825-3270 PCT 3	78.81
HOLT CAT	65352	A	INV#PIMA0284108 PCT 3	264.60
ODIORNE FEED/RANCH SUPPLY INC	65371	A	INV#130569 PCT 3	43.95
ODIORNE FEED/RANCH SUPPLY INC	65372	A	INV#130578 PCT 3	3.45
ODIORNE FEED/RANCH SUPPLY INC	65373	A	INV#130735 PCT 3	25.00
ODIORNE FEED/RANCH SUPPLY INC	65374	A	INV#130746 PCT 3	33.78
ODIORNE FEED/RANCH SUPPLY INC	65375	A	INV#131016 PCT 3	87.00
ODIORNE FEED/RANCH SUPPLY INC	65376	A	INV#131094 PCT 3	9.50
PETERSON TIRE	65392	A	INV#JC27975 PCT 3	24.69
PETERSON TIRE	65396	A	INV#JC27998 PCT 3	114.57
STROEHER & OLFERS INC	65406	A	ACCT#BLACOU PCT 3	2,094.97
DEPARTMENT TOTAL				3,938.69
0570-R&B PCT #4				
CHANAS AGGREGATES BLANCO, LLC	65325	A	INV#2944 PCT 4	594.75
D & H EQUIPMENT	65333	A	INV#7491 PCT 4	62.50
ERGON ASPHALT AND EMULSIONS, INC	65429	A	INV#9401823887 PCT 4	1,596.13
KIRK FELPS	65355	A	INV#63523 PCT 4	61.23
MCCRAW OIL COMPANY	65363	A	ACCT#12522747 PCT 4	103.09

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
PETERSON TIRE	65388	A	INV#BL28961 PCT 4	7.00
PETERSON TIRE	65393	A	INV#JC27975 PCT 4	24.69
PETERSON TIRE	65397	A	INV#JC27998 PCT 4	114.57
THIRD COAST DISTRIBUTING, LLC	65411	A	INV#739621 PCT 4	42.16
THIRD COAST DISTRIBUTING, LLC	65412	A	INV#739728 PCT 4	35.00
THIRD COAST DISTRIBUTING, LLC	65413	A	INV#740009 PCT 4	42.49
THIRD COAST DISTRIBUTING, LLC	65414	A	INV#740485 PCT 4	95.59
THIRD COAST DISTRIBUTING, LLC	65415	A	INV#740822 PCT 4	37.99
THIRD COAST DISTRIBUTING, LLC	65416	A	INV#740899 PCT 4	12.98
TOOLS PLUS INDUSTRIES	65422	A	INV#46291 PCT 4	86.20
DEPARTMENT TOTAL				2,916.37
FUND TOTAL				15,476.30

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
DELL MARKETING L.P.	65337	A	INV#10237729250 CO CLERK	1,191.48
HILL COUNTRY IT	65282	A	INV #0000195 CO CLERK	150.00
DEPARTMENT TOTAL				1,341.48
FUND TOTAL				1,341.48

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-DISTRICT COURT TECHNOLOGY FUND				
DELL MARKETING L.P.	65338	A	INV#10237729241 BAILIFF	1,011.14
DEPARTMENT TOTAL				1,011.14
FUND TOTAL				1,011.14

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
HILL COUNTRY IT	65283	A	INV #0000195 DIST. CLERK	150.00
DEPARTMENT TOTAL				150.00
FUND TOTAL				150.00

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

66,641.48

**INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE
PURCHASING BY AND BETWEEN
BLANCO COUNTY
AND
CITY OF DESOTO**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely Blanco County, Texas, and the City of DeSoto, Texas (hereinafter referred to as the "Local Governments"), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

**ARTICLE II
TERM**

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

**ARTICLE IV
PURCHASING**

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

**ARTICLE V
PARTICIPATION**

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the

solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the _____ day of the month of _____, 2018.

BLANCO COUNTY, TEXAS

By: _____
Name: Brett G. Bray
Title: County Judge
Date Signed: _____



ATTEST:

By: _____
County Clerk

FOR COUNTY, APPROVED AS TO FORM:

By: _____
County Attorney

EXECUTED on this the _____ day of the month of _____, 2018.

CITY OF DE SOTO, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

City Manager

City of DeSoto

211 East Pleasant Run Road

DeSoto, Texas 75115



STATE FIRE MARSHAL'S OFFICE
TEXAS DEPARTMENT OF INSURANCE



Date: 02/23/2018

To: Sheriff Jackson
Blanco County SO
Blanco County, TX

Subject: Authorization for Radio Communication Interoperability

The Texas State Fire Marshal's Office is requesting authorization to program your local channels/talkgroups into our portable and mobile radios, which are provided to commissioned law enforcement officers. Local channels/talkgroups will only be used in situations requiring immediate contact with local first responders and dispatchers. As a State law enforcement agency tasked with fire, arson, and explosion investigations, our investigators are frequently placed in precarious situations. Most suspects we come in contact with have committed a violent felony offense (arson, homicide, etc.) and have the potential to use incendiary devices and explosives in the commission of their crimes. Mental health is a widespread issue among arsonists and can create unpredictable situations for us. Many times, our investigators are working alone, with each investigator covering a minimum of 9 counties and up to 44 counties. Our staff is spread thin and we rely heavily on our local counterparts for assistance. From an officer safety standpoint, it is necessary to have immediate contact with local agencies. The likelihood of our agency using your radio system is rare, however, it does bring peace of mind to know we have someone to contact if we get into some trouble. If you provide authorization, there will be no additional daily radio traffic on your system.

Our agency is accustomed to assisting local agencies with investigations, but we will provide other types of assistance if there is an immediate threat to life (officer down, active shooter, tornado, fast moving wildfire, etc.). In the past, we have not had access to local radio networks, so coordinating resources became a challenge. As we all know, a lack of communications is one of most common problems we face in an emergency or disaster situation. Our goal is to improve interoperability with all local agencies across the State of Texas so that we can all work toward a common goal.

An authorization form is included on the next page. If you provide authorization to our agency, please provide us with any pertinent information needed to communicate on your radio system and sign the bottom of the page. If you have any questions, please do not hesitate to contact us.

Thank you,

Paul Ayres
Investigator
Radio Comms Coordinator
Texas State Fire Marshal's Office
Cell: 512-417-7165
Email: paul.ayres@tdi.texas.gov

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 360-7767

Robert Woodring
(830) 868-7104
rwoodring@co.blanco.tx.us



Quotation

Quote: Q-161519-1
Date: 4/2/2018 10:14 AM
Quote Expiration: 4/30/2018
Contract Start Date*: 4/2/2018
Contract Term: 1 year

AX Account Number:
121103

Bill To:
Blanco County Sheriff's Office - TX
400 S US 281
JOHNSON CITY, TX 78636
US

Ship To:
Robert Woodring
Blanco County Sheriff's Office - TX
400 S US 281
JOHNSON CITY, TX 78636
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jack Wood	(480) 463-2173	jwood@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	44200	Cartridge - 21'	USD 28.00	USD 700.00	USD 0.00	USD 700.00
Year 1 Total Before Discounts:						USD 700.00
Year 1 Net Amount Due:						USD 700.00
Grand Total						USD 700.00

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

This Quote is governed by the Master Services and Purchasing Agreement, as amended, between Blanco County and Axon Enterprise, Inc. dated September 7, 2017. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-161519-1

Please sign and email to Jack Wood at jwood@taser.com or fax to (480) 360-7767

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’[®] and TASER[®] are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.



SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000007687
 Contract Modifier:

Date: 10-APR-2018

Company Name: Blanco County
Attn.:
Billing Address: 220 S Pierce
City, State, Zip Code: Burnet, TX 78611
Customer Contact: Jim Barho
Phone: 512-750-0507

P.O.#: N/A
 Customer #: 1036312453
 Bill to Tag#: 0001
 Contract Start Date: 01-OCT-2018
 Contract End Date: 30-SEP-2019
 Payment Cycle: ANNUALLY
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC02SVC0201A	***** Recurring Services ***** ASTRO SUA II UO IMPLEMENTATION SERVICES	\$84.17	\$1010.04
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$1,405.86	\$16,870.32
			Sub Total	\$1,490.03
			Taxes	\$0.00
			Grand Total	\$1,490.03
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
T6 SUA UPGRADE OPERATIONS	Austin	TX
NIO SSA Team	Schaumburg	IL

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

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
CODY BENNINGFIELD	5122022162	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Blanco County
Contract Number : USC000007687
Contract Modifier :
Contract Start Date : 01-OCT-2018
Contract End Date : 30-SEP-2019

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of

twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

Revised Oct 15, 2015



received
5-2-18 CJA

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

April 25, 2018

The Honorable Brett Bray
Blanco County Judge
P O Box 387
Johnson City, Texas 78636-0471

Dear Judge Bray,

This letter is to notify you that the Texas Department of Transportation (TxDOT) will be soliciting updates to the county road inventory (CRI) from your county this year. And, moving forward, TxDOT will be accepting updates from every county, every year, rather than every other year.

TxDOT has made some additional changes to the CRI process after input from a subset of counties. These changes are aimed at improving reporting accuracy and timeliness, and will be in effect moving forward.

First, TxDOT is moving the deadline from May to August 31st in order to provide you with the latest county road inventory to make your updates, which we publish in June.

Second, your county will now submit updates through a convenient online map. This new web application, called the Data Updates & Sharing Application (DUSA), is an interactive map specifically designed for reviewing and updating the county road inventory. DUSA allows you to view and update your county's inventory by two options. The first, and simplest, is by drawing changes directly within the web application. The second provides the option for counties with GIS professionals to download the data, make updates with GIS software, and upload the bulk changes back to DUSA.

Additionally, your county will now have the opportunity to make updates year-round. A great benefit of this new web map is that when changes to county roads occur, this information can be entered directly into DUSA at that time instead of waiting until the August 31st deadline. Updates submitted after August 31st will be applied to the following year's submission.

Finally, it is our goal at TxDOT to have complete and accurate information regarding the county road inventory across the state. To that end, you now have the option to delegate this responsibility to a designated 3rd party, if assistance is needed to update your county's inventory. Nobody other than the county or delegate will have update access to your county road information. If you choose to delegate this responsibility, please complete the enclosed form and return it.

In conclusion, no action is required at this moment. Prior to June 15th, you will receive another letter from us with your certified mileage for 2017 and a link to the DUSA application, plus instructions and login information. The letter will also provide date(s) and time(s) for upcoming live trainings hosted by TxDOT on how to use DUSA. These trainings will be available to all counties through a live WebEx video. Written instructions and recorded training videos will also be available within DUSA.

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

The Honorable Brett Bray

2

April 25, 2018

If you have any questions or need clarification regarding any of the upcoming changes to CRI, please contact us by email or phone.

Sincerely,



Michael Chamberlain
Transportation Planning and Programming Division
Data Management Section Director
TPP-GIS@txdot.gov
(512) 486-5054

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

COUNTY ROAD INVENTORY DELEGATION FORM

Blanco County agrees to delegate the responsibility of updating the County Road Inventory to the following designated 3rd party:

(ex. COG, MPO, consultant, local TxDOT district)

County Judge

Date

Please return to:

Texas Department of Transportation
Transportation Planning and Programming Division
Attention: Data Management Section - Mapping
P.O. Box 149217
Austin, Texas 78714-9217



NEW ACCOUNT EXISTING ACCOUNT
 INSTALLATION DATE _____
MM/DD/YYYY

AGREEMENT NO. 459589
 CUSTOMER NO. _____

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) BLANCO COUNTY LOC. NO. 819
 ADDRESS 402 BLANCO AVE ROUTE NO. _____
JOHNSON CITY, TX 78636 DATE 04/19/2018
 PHONE (830) 868-4266 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc, d.b.a, UniFirst and/or UniFirst Canada LTD, ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED										
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE	
0101 LS SHIRT-CHINO 100% COTTO			1	1	11	.4700		5.17		
0101 LS SHIRT-CHINO 100% COTTO			1	6	60	.4900		24.50		
0102 LS SHIRT-65/35 WORKSHIRT			1	1	11	.4700		5.17		
0201 SS SHIRT-CHINO 100% COTTO			1	2	13	.4600		5.98		
1002 PANT 65/35 SOFTWILL PLAIN			1	1	11	.3500		3.85		
109A JEAN-COT DOUBL 1K STRIPE	77.67		1	1	11	1.2500		13.75		
1091 JEAN-DENIM 100% COTTON			1	1	11	.3500		3.85		
1091 JEAN-DENIM 100% COTTON			1	3	33	.3700		12.21		
1909 9033 DISP N WHITE 800 ML			1	1	1 / 1	.6200		.62		
1913 9172 MULTI GREEN W/PARTCL			1	1	1 / 1	1.9500		1.95		
1913 9172 MULTI GREEN W/PARTCL			4	1	1 / 1	NC		NC	NC	
6222 CENTER PULL HAND TOWEL(EA			1	1	2 / 2	4.1500		8.30		
6222 CENTER PULL HAND TOWEL(EA			4	1	2 / 2	NC		NC	NC	
6225 2 PLY JUMBO TT ROLL #502			1	1	1 / 1	2.7500		2.75		
6225 2 PLY JUMBO TT ROLL #502			4	1	1 / 1	NC		NC	NC	
6231 JUMBO BATH TISSUE DISPENS			1	1	1 / 1	.6200		.62		

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment Preparation per piece	
Name Emblem per piece	
Company Emblem per piece	
Company/Name Emblem Combination	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance	NO

CHARGE	AMOUNT
Non-stock Sizes per piece	20%
Restocking Fee per piece	3.00
Exchange Fee per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (see description on last page)	59.00 0.00
Automatic Mop Replacement	0.00

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge¹

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2 and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: SALES REP (Print Name) _____ DATE _____

ACCEPTED: CUSTOMER (Signature) _____ DATE _____

ACCEPTED⁵: LOCATION MANAGER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title) _____

LOCATION MANAGER (Print Name and Title) _____

EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement.



2 of 5

NEW ACCOUNT EXISTING ACCOUNT
INSTALLATION DATE _____ MM/DD/YYYY

AGREEMENT NO. 459589
CUSTOMER NO. _____

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) BLANCO COUNTY LOC. NO. 819
ADDRESS 402 BLANCO AVE ROUTE NO. _____
JOHNSON CITY, TX 78636 DATE 04/19/2018
PHONE (830) 868-4266 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED										
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²	
6268 DISP-CENTER PULL HAND TOW			1	1	1 / 1	.6200		.62		
6297 BOWL CLIP LADIES MANGO			1	1	1 / 1	1.4000		1.40		
8793 FRESHENER ITEM TCELL DISP			1	1	1 / 1	.6200		.62		
8796 FRESHENER ITEM TCELL BLUE			1	1	1 / 1	1.9500		1.95		
8796 FRESHENER ITEM TCELL BLUE			8	1	1 / 1	NC		NC	NC	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment Preparation per piece	
Name Emblem per piece	
Company Emblem per piece	
Company/Name Emblem Combination	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance	NO

CHARGE	AMOUNT
Non-stock Sizes per piece	20%
Restocking Fee per piece	3.00
Exchange Fee per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (see description on last page)	\$9.00 <i>0.10</i>
Automatic Mop Replacement	

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2⁵ and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: SALES REP (Print Name) _____ DATE _____
ACCEPTED²: LOCATION MANAGER (Signature) _____ DATE _____
LOCATION MANAGER (Print Name and Title) _____

ACCEPTED: CUSTOMER (Signature) _____ DATE _____
CUSTOMER (Print Name and Title) _____
EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany a copy of Customer Service Agreement.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 30 days prior to the next expiration date. Notwithstanding the foregoing

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1.22% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst, may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

BUB
BUB

DEFERRED CHARGE. Customer's invoices may include a DEFERRED charge to cover all or portions of certain expenses including:

- D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
- F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses, (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use, (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employee while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees - costs and fees are defined as all reasonable pre-award expenses of the arbitration, including the arbitrators' fees; administrative costs; travel expenses; out-of-pocket expenses, such as copying and telephone expenses; court costs, witness fees, and attorneys' fees.

Texas

reasonable BUB

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder, and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)



Johnson Controls Fire Protection LP
 1608 Royston Lane, Bldg 1
 Round Rock, TX 78664
 Tel:512-634-1836
 Fax:512-634-1819
 License number:
www.tycosimplexqrinnell.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract #	Salesperson: Ann Van Tilburg - 516474	Date: 5/3/18
Customer: Blanco Co Law Enforcement Ctr ACE Cust #2074926	License No.	Job Location: Same
Invoice To (if different from Customer): Blanco Co Law Enforcement Ctr 400 S Hwy 281 Johnson City, TX 78636		Customer P.O. #

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

**Relocate existing RPZ backflow from inside the building to the exterior (north side) of the building.
 Backflow and piping will be enclosed in an insulated box to prevent freezing.
 Remove existing tamper switches on the backflow and fire alarm panel.
 Add chain and lock to the backflow valves since they will be exterior.**

Note:
Color of insulated box may not match perfectly to siding of building.

ADDITIONAL WORK:
Install concrete curb/barrier between mechanical room and server room.

Backflow Relocation: \$17,875.00

Concrete curb/barrier: \$5625.00

optional cost!

**Note: Completion of the listed repairs may reveal additional impairments for which a proposal will be provided.
 Exclusions: Tax, Fire Watches, Painting, Patching, A/C Power. Contract valid upon signature and credit approval.
 ___ Scope of Work continued on attached Amendment.**

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

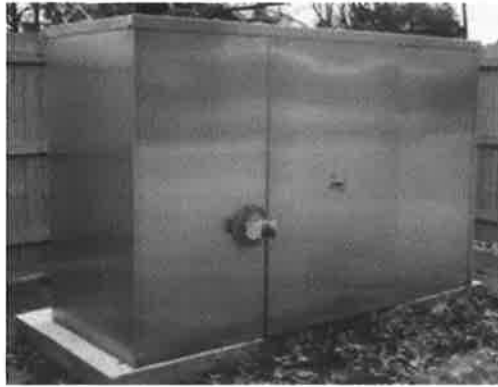
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

JOHNSON CONTROLS FIRE PROTECTION LP

Customer

By: _____
 Name:
 Title:

By: _____
 Name: Ann Van Tilburg
 Title: System Integrity Rep
 License No: (if applicable):



1. Payment. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: a) the limit price quoted, or b) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and Services to be performed as set forth in the Scope of Work. If the actual number of devices installed or Services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g. steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all rights of recovery against Company arising by way of subrogation. Company makes no warranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert.

Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (7:00 a.m. – 4:30 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS

OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this agreement.

9. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. **The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing.** Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

11. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company

TERMS AND CONDITIONS

is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk;
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said Hazardous Conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive

negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide Services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from steel, plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge

19. Force Majeure. Company shall not be responsible for delays or failure to render Services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this Agreement.

22. Default. An Event of Default shall be a) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, b) abuse of the System or the equipment, c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, i) discontinue furnishing

Services; ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law; iii) receive immediate possession of any equipment for which Customer has not paid; iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or riders to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an authorized representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.