

REGULAR MEETING – AUGUST 9, 2022

On this the 09<sup>th</sup> day of August 2022 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

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

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Call to Order and Roll Call.

All present

Pledge of Allegiance.

Invocation – Pastor Boatright

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

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

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

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED.5/0

**ITEM 2-** Consider approval of the estimated August 2022 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to accept the estimated payroll in the amount of \$361,317.72, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

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

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

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

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

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

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

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

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

COMMISSIONER LIESMANN made the motion approving the outstanding bills in the amount of \$389,175.42, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

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

**ITEM 6** – Consider authorization for the County Judge to sign the updated Interlocal Cooperation Agreement between Kerr County and Blanco County for Jail Services. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER UECKER made the motion authorizing the County Judge to sign the updated Interlocal Cooperation Agreement between Kerr County and Blanco County for Jail Services, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

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

ITEM 7 – Consider approval of a resolution naming authorized officials for contractual documents and financial documents required by the General Land Office Hazard Mitigation Planning Program, Grant Number 22-130-005-D662. Vote on any action taken. (Judge Bray & M. Megna)

COMMISSIONER LIESMANN made the motion authorizing the resolution naming authorized officials for contractual documents and financial documents required by the General Land Office Hazard Mitigation Planning Program, Grant Number 22-130-005-D662, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

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

ITEM 8 – Consider authorization for the County Judge to sign a “Declaration of Local State of Disaster” presented by Naomi Narvaiz, State Republican Executive Committeewoman, Senate District 25. Vote on any action taken. (Judge Bray)

ITEM PASSED ON AT THIS TIME.

ITEM 9 – Consider approval of an order establishing the main early voting polling sites and scheduled for the November 8, 2022, General Election pursuant to Chapter 85 of the Texas Election Codes. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER LIESMANN made the motion to approve an order establishing the main early voting polling sites and scheduled for the November 8, 2022, General Election pursuant to Chapter 85 of the Texas Election Codes, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

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

ITEM 10 – Consider the imposition of optional fees for motor vehicle registration for 2023. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER GRANBERG made the motion to go with Option A, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED.

ITEM 11 – Discussion and possible action regarding releasing the maintenance bonds for Legacy Hills Subdivisions phase 1 and 2. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to release the construction bond for Legacy Hills Subdivisions phase 1 and 2 upon receiving maintenance bond, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 12 – Acknowledge continuing education for Commissioner Liesmann. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER WEIR made the motion acknowledging continuing education for Commissioner Liesmann, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 13 – Consider authorization for the County Judge to sign and Interlocal Agreement between the Capital Area Council of Governments Capital Area Emergency Communications District and Blanco County regarding The Radio Dispatch Consoles and Network Interconnectivity Project. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign and Interlocal Agreement between the Capital Area Council of Governments Capital Area Emergency Communications District and Blanco County regarding The Radio Dispatch Consoles and Network Interconnectivity Project, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

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

ITEM 14 – Consider transfer of Incident Command Bus from Williamson County. Vote on any action taken. (Judge Bray & Commissioner Liesmann)

COMMISSIONER WEIR would like to make the motion to allow the County Judge and Emergency Management office to make an application for the consideration of the transfer of an Incident Command Bus from Williamson County, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

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

ITEM 15 – Presentation by Kelly Kuenstler regarding Riviere Blanc. Informational item only. (Commissioner Granberg)

ITEM 16 – Acknowledge County Judge's July 31<sup>st</sup> proposed budget and consider on-going discussions and possible action. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the proposed budget, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

RECORD VOTE TAKEN:  
JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 17 – Consider burn ban. Vote on any action taken. (Judge Bray)

NO ACTION TAKEN ON THIS ITEM.

ITEM 18 – Adjourn.

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

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

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

Meeting adjourned at 11:01 o'clock am

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_ day of August 2022.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for August 09<sup>th</sup>, 2022

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

DRAFT

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

*Funds are available.*

*\$*

*8/18/22*

DATE: 18-Aug-22

TO: **HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS**

FROM: Tommy Weir Blanco County Commissioner

DEPARTMENT Precinct1 Road & Bridge

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>erts &amp; Cattle Guards Paving</u>	_____	15-540-316	\$4,000.00
	_____	15-540-324	\$4,000
	_____	_____	_____
	_____	_____	_____
TO: <u>Contract Labor</u>	_____	15-540-320	\$8,000.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Reason for request:

Tree Trimming Trainer- Wuest

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.

T.W. by permission BJB  
Department Head Signature

\_\_\_\_\_  
Attest: County Clerk  
(if Commissioners' Court Action)

Brett B  
Co Judge/Commissioners' Court Approval  
(as needed)

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

Funds are available,

DATE: 8/18/22

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY,

FROM: Tommy Weir

DEPARTMENT Precinct 1 Road & Bridge

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>Culverts &amp; Cattleguards</u>		<u>15-540-316</u>	<u>\$1,500.00</u>

TO: <u>Maint of Joint Equip.</u>		<u>15-540-327</u>	<u>\$1,500.00</u>
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Reason for request:

Tires for gooseneck trailer. Old tires are seperating

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.

Tommy Weir  
Department Head Signature

\_\_\_\_\_  
Attest: County Clerk  
(if Commissioners' Court Action)

Bretton  
Co Judge/Commissioners' Court Approval  
(as needed)



BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

Funds are available.

DATE: 8-16-22

\$

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY,

FROM: Chris Liesmann

8/16/22

DEPARTMENT RtB Pd#3

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>RtB</u>	<u>Road Materials</u>	<u>15-560-318</u>	<u>4,900.<sup>00</sup></u>
TO: <u>RtB</u>	<u>Equip Maintenance</u>	<u>15-560-308</u>	<u>4,000.<sup>00</sup></u>
	<u>Fuel</u>	<u>15-560-312</u>	<u>900.<sup>00</sup></u>

Reason for request:

Need Equipment Repairs & fuel

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

[Signature]  
Department Head Signature

Attest: County Clerk  
(if Commissioners' Court Action)

[Signature]  
Co Judge/Commissioners' Court Approval  
(as needed)

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

Funds are available.

DATE: 8/8/22

8

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Commissioner Emil Uecker

819/22

DEPARTMENT: Precinct 2

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>R&amp;B</u>	<u>Miscellaneous</u>	<u>310</u>	<u>500.00</u>
	<u>Fuel</u>	<u>312</u>	<u>4000.00</u>
	<u>Contract labor</u>	<u>320</u>	<u>1700.00</u>

TO: R&B      Road materials      318      6200.00

Reason for request:

Repair of road shoulders.

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

Emil Roy Uecker  
Department Head Signature

\_\_\_\_\_  
Attest: County Clerk  
(if Commissioners' Court Action)

Brett Bradford  
Co Judge/Commissioners' Court Approval  
(as needed)

# BLANCO COUNTY

## REQUEST FOR A LINE-ITEM TRANSFER

*funds are available.*

*\$*

DATE: 17 August 2022

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

*8/17/22*

FROM: Patrick Fisher, Constable Precinct 1

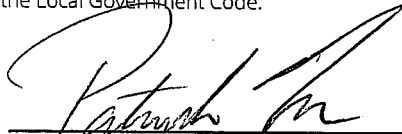
DEPARTMENT: General Budget

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


	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Uniforms</u>	<u>0525-0307</u>	<u>\$286.02</u>
TO:	<u>General</u>	<u>Telephone</u>	<u>0525-0304</u>	<u>\$286.02</u>

Reason for request: to fund telephone costs for the remainder of the Fiscal Year

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

## REQUEST FOR A LINE-ITEM TRANSFER

DATE: 16 August 2022

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Patrick Fisher, Constable Precinct 1

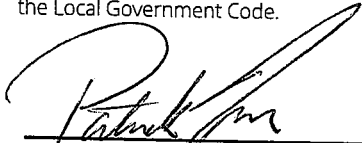
DEPARTMENT: General Budget

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Dues</u>	<u>0525-0330</u>	<u>\$25.00</u>
TO:	<u>General</u>	<u>Office Supplies</u>	<u>0525-0302</u>	<u>\$25.00</u>

Reason for request: to purchase needed miscellaneous office supplies

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

August 23, 2022

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 115,208.35
015	Road & Bridge Fund	\$ 161,642.01
017	Records Management Co Clerk	\$ 1,359.25
045	Jail Commissary Fund	\$ 58.95
046	Countywide R&B Improvement Fund	\$ 72,799.33
058	2021 Tax Note	\$ 7,005.20
<b>Total</b>		<b>\$ 358,073.09</b>

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

Attest Asst. County Auditor:



Date

8/18/22

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 \_\_\_\_\_

COPY

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0310-GENERAL FUND GRANTS				
THE STATE OF TEXAS	81257	A	INV#LW10000722 EA	5,368.25
DEPARTMENT TOTAL				5,368.25
0410-COUNTY CLERK				
TEXAS ASSOCIATION OF COUNTIES	81334	A	INV#215097 CO CLERK	200.00
DEPARTMENT TOTAL				200.00
0411-ELECTIONS ADMINISTRATOR				
AMG PRINTING & MAILING, LLC	81277	A	INV#116133 EA	700.00
HILL COUNTRY WIRELESS & TECHNOLOGY	81217	A	ACCT #0002492 ELECTIONS	50.00
VERIZON WIRELESS	81230	A	INV #9912439167 ELECTION	266.91
DEPARTMENT TOTAL				1,016.91
0415-COUNTY ATTORNEY				
OFFICESUPPLY.COM	81300	A	INV#5066308 CO ATTY	120.65
SOFTWARE UNLIMITED CORPORATION	81226	A	INV #62564 CO ATTORNEY	276.95
DEPARTMENT TOTAL				397.60
0425-COUNTY SHERIFF				
BLANCO COUNTY TAX ASSESSOR-COLLECT	81278	A	LICENSE TAG#1404999 LEC	7.50
EXPRESS AUTOMOTIVE SERVICE	81258	A	INV#3143676 LEC	61.41
EXPRESS AUTOMOTIVE SERVICE	81286	A	INV#3143520 LEC	58.45
GALLS, LLC	81287	A	INV#021661946 LEC	213.08
GALLS, LLC	81288	A	INV#021740242 LEC	55.24
GT DISTRIBUTORS, INC	81289	A	INV#0916855 LEC	47.50
MCHD	81239	A	INV #1820 LEC	252.00
OFFICESUPPLY.COM	81301	A	INV#5057615 LEC	118.04
PAY AND SAVE INC.	81310	A	ACCT#137002 LEC	13.17
PAY AND SAVE INC.	81311	A	ACCT#137002 LEC	104.22
PEDERNALES ELECTRIC COOP	81246	A	INV #955 LEC	4,742.25
PERFORMANCE FOOD SERVICE	81313	A	INV#1669211 LEC	2,210.58
PERFORMANCE FOOD SERVICE	81314	A	INV#1675792 LEC	1,604.52
PETERSON TIRE	81317	A	INV#BL49183 LEC	235.00
PETERSON TIRE	81318	A	INV#BL49225 LEC	27.00
PETERSON TIRE	81319	A	INV#JC39523 LEC	114.00
SEYMOURS INC.	81323	A	INV#52696 LEC	590.58
SEYMOURS INC.	81324	A	INV#52659 LEC	404.10
SOUTHERN HEALTH PARTNERS	81237	A	INV #BASE45037	5,732.78
STANLEY CONVERGENT SECURITY SOLUTIO	81235	A	inv #6002670845 LEC	1,303.83
THOMSON WEST	81238	A	INV #846897104 LEC	330.48
DEPARTMENT TOTAL				18,225.73
0430-COUNTY TREASURER				
V-QUEST OFFICE MACHINES & SUPPLIES,	81332	A	ORDER#152803 CO TREASURER	252.02
DEPARTMENT TOTAL				252.02
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	81197	A	PATIENT #08142020	116.00
BAYLOR SCOTT WHITE	81199	A	PATIENT #08142020	0.02
BAYLOR SCOTT WHITE	81236	A	PATIENT #202200118	606.45
BAYLOR SCOTT WHITE	81245	A	PATIENT #08142020	61.67
BLANCO PHARMACY & WELLNESS	81200	A	ACCT #113	756.17
CRAIG NEFFENDORF PT	81204	A	PATIENT #466219603	135.00
CRAIG NEFFENDORF PT	81205	A	PATIENT #466219603	135.00
CRAIG NEFFENDORF PT	81206	A	PATIENT #466219603	135.00
HILL COUNTRY PRIMARY CARE PHYSICIAN	81216	A	PATIENT #03122014	41.09

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
JOHNSON CITY PHARMACY	81218	A	INV # 29	592.84
SCOTT & WHITE HOSPITAL	81223	A	PATIENT #08142020	6.42
SCOTT & WHITE HOSPITAL	81224	A	PATIENT #08142020	47.68
SCOTT & WHITE HOSPITAL	81243	A	PATIENT #08142020	74.74
DEPARTMENT TOTAL				2,708.08
0445-EMERGENCY MANAGEMENT				
DIALTONESERVICEES L.P.	81251	A	INV #222120776 EMC	7.30
DIALTONESERVICEES L.P.	81252	A	INV #222120775 DISPATCH	7.30
DIALTONESERVICEES L.P.	81253	A	INV #222120774 CO JUDGE	7.30
DIALTONESERVICEES L.P.	81254	A	INV #2221201443 SHERIFF	7.30
DEPARTMENT TOTAL				29.20
0450-JUDICIAL EXPENSES				
33RD & 424TH JUDICIAL DISTRICTS CSC	81196	A	JULY 2022	269.16
PERRY THOMAS	81248	A	CASE #02028	325.00
SCOTT COOLEY	81222	A	CV-07744	1,917.23
VANA AND VANA LAW FIRM	81229	A	CR 2013 & 2063	675.00
DEPARTMENT TOTAL				3,186.39
0451-DISTRICT JUDGE				
ALAN GARRETT	81231	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	81232	A	DISTRICT JUDGE SUPPLEMENT	129.33
BURNET COUNTY TREASURER	81201	A	JULY 2022 DIST. JUDGES	4,661.45
EVAN C. STUBBS	81233	A	DISTRICT JUDGE SUPPLEMENT	129.33
EVAN C. STUBBS	81234	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				5,120.11
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	81202	A	JULY 2022 DIST. ATTORNEY	17,868.81
DEPARTMENT TOTAL				17,868.81
0455-COMMUNITY SERVICES				
TEXAS WILDLIFE DAMAGE MGMT FUND	81227	A	INV #253992 JULY 2022	2,400.00
DEPARTMENT TOTAL				2,400.00
0500-COURTHOUSE EXPENSES				
BLANCO-PEDERNALES GROUNDWATER DIST	81198	A	LONG VIEW ESTATES	250.00
CHARTER COMMUNICATIONS HOLDINGS,LLC	81203	A	INV # 01444415072622	1,399.00
DECOTY	81207	A	INV # 909110	94.00
GRAVES HUMPHRIES, STAHL, LIMITED	81209	A	REPORT #COL005 JP 4	527.97
GRAVES HUMPHRIES, STAHL, LIMITED	81210	A	REPORT #COL005 JP 1	305.69
GREAT AMERICA FINANCIAL SERVICES	81250	A	INV #32202663 COPIERS	1,786.01
GVTC	81213	A	830-833-5331 PCT 1	94.95
GVTC	81214	A	830-833-3209 SOUTH ANNEX	134.90
GVTC	81215	A	830-833-3209 SOUTH ANNEX	338.12
HILL COUNTRY REFRIGERATION	81290	A	INV#93150 LEC	5,919.00
JACQUELINE EARLEY	81249	A	CONTRACT LABOR	425.00
JOHNSON CITY PUBLICATIONS LP	81291	A	INV#48973	66.00
JOHNSON CITY PUBLICATIONS LP	81292	A	INV#48974	65.25
PAY AND SAVE INC.	81312	A	ACCT#137002 LEC	58.95
PEDERNALES ELECTRIC COOP	81247	A	INV #955 COUNTY	3,261.03
REEH PLUMBING	81320	A	INV#132544 LEC	251.50
SERVICE LIGHTING & ELECTRICAL SUPPL	81322	A	INV#W03275684 LEC	187.72
SLS PARTNERSHIP	81241	A	INV #08-2022-185	29,365.00
TEXAS NO SLIP, LLC	81267	A	INV#600591 LEC	695.00
THOMSON WEST	81228	A	INV #6149360860 CO JUDGE	639.20

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
WB PLUMBING	81333	A	INV#14517111 N ANNEX	1,200.00
DEPARTMENT TOTAL				47,064.29
0515-JUSTICE OF THE PEACE PCT #1				
NORTHEAST TEXAS DATA CORP.	81221	A	REPORT #CAS017 JP 1	140.00
DEPARTMENT TOTAL				140.00
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	81220	A	REPORT #CAS017 JP 4	92.00
DEPARTMENT TOTAL				92.00
0525-CONSTABLE PCT #1				
PETERSON TIRE	81316	A	INV#JC39637 CONSTABLE 1	93.88
VERIZON WIRELESS	81244	A	INV #9912439166 CONSTABLE 1	220.98
DEPARTMENT TOTAL				314.86
0535-911-COUNTY EXPENSES				
BIS CONSULTING, LLC	81225	A	SEPTEMBER 2022	3,000.00
DEPARTMENT TOTAL				3,000.00
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	81279	A	ACCT#2411 RECYCLING	28.80
DEPARTMENT TOTAL				28.80
0560-GENERAL FUND CAPITAL EQUIPMENT				
DELL MARKETING L.P.	81280	A	INV#10596368988 LEC	2,295.30
I DIG TEXAS, LP	81261	A	QUOTE#4195 PCT 3	5,500.00
DEPARTMENT TOTAL				7,795.30
FUND TOTAL				115,208.35



DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0540-R&amp;B PCT #1</b>				
BLANCO COUNTY TAX ASSESSOR-COLLECT	81255	A	LICENSE TAG #1107279 PCT 1	22.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	81256	A	LICENSE TAG #9082029 PCT 1	7.50
GVTC	81212	A	830-833-5331 PCT 1	45.33
N GLANTZ & SON	81295	A	INV#6628684-00 PCT 1	247.12
OFFICE TIME SAVERS, INC.	81302	A	INV#16630 PCT 1	41.42
OUTLAW LUMBER & HARDWARE, LLC	81262	A	INV#42476 PCT 1	71.97
OUTLAW LUMBER & HARDWARE, LLC	81263	A	INV#42613 PCT 1	11.99
OUTLAW LUMBER & HARDWARE, LLC	81306	A	INV#41727 PCT 1	4.99
PETERSON TIRE	81264	A	INV#BL49268 PCT 1	40.00
PETERSON TIRE	81265	A	INV#BL49271 PCT 1	7.00
THIRD COAST DISTRIBUTING, LLC	81268	A	INV#892775 PCT 1	67.98
DEPARTMENT TOTAL				567.30
<b>0550-R&amp;B PCT #2</b>				
EMIL UECKER	81282	A	REIMBURSEMENT	143.63
EMIL UECKER	81283	A	REIMBURSEMENT	10.98
EMIL UECKER	81284	A	REIMBURSEMENT	232.19
LCR TOTAL TRANSPORT, LLC	81293	A	HYE ALBERT RD	16,618.47
N GLANTZ & SON	81296	A	INV#6628684-00 PCT 2	247.12
ODIORNE FEED/RANCH SUPPLY INC	81299	A	INV#190641 PCT 2	74.10
OFFICE TIME SAVERS, INC.	81303	A	INV#16630 PCT 2	41.42
OFFICE TIME SAVERS, INC.	81304	A	INV#16630 PCT 3	41.42
THIRD COAST DISTRIBUTING, LLC	81325	A	INV#890726 PCT 2	53.28
THIRD COAST DISTRIBUTING, LLC	81326	A	INV#890817 PCT 2	80.96
THIRD COAST DISTRIBUTING, LLC	81327	A	INV#890854 PCT 2	17.49
DEPARTMENT TOTAL				17,561.06
<b>0560-R&amp;B PCT #3</b>				
EMIL UECKER	81285	A	REIMBURSEMENT	232.20
FORD & CREW HOME AND HARDWARE	81259	A	INV#8128/1 PCT 3	67.62
FORD & CREW HOME AND HARDWARE	81260	A	INV#8276/1 PCT 3	75.96
N GLANTZ & SON	81297	A	INV#6628684-00 PCT 3	247.12
OFFICE TIME SAVERS, INC.	81305	A	INV#16630 PCT 4	41.41
STROEHER & OLFERS INC	81266	A	INV#2167940 PCT 3	1,945.88
THIRD COAST DISTRIBUTING, LLC	81269	A	INV#096656 PCT 3	187.74
THIRD COAST DISTRIBUTING, LLC	81270	A	INV#096786 PCT 3	24.97
THIRD COAST DISTRIBUTING, LLC	81271	A	INV#097030 PCT 3	28.68
THIRD COAST DISTRIBUTING, LLC	81272	A	INV#097034 PCT 3	84.45
THIRD COAST DISTRIBUTING, LLC	81273	A	INV#097076 PCT 3	23.98
THIRD COAST DISTRIBUTING, LLC	81274	A	INV#097464 PCT 3	102.54
THIRD COAST DISTRIBUTING, LLC	81275	A	INV#097583 PCT 3	17.29
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	81276	A	INV#60008765 PCT 3	385.68
DEPARTMENT TOTAL				3,465.52
<b>0570-R&amp;B PCT #4</b>				
DIAMOND X CONTRACTING, INC	81208	A	MIDDLE CREEK PROJECT	139,486.50
DIRT WORKS	81281	A	INV#24989 PCT 4	182.59
GVTC	81211	A	830-833-1077 PCT 4	45.33
N GLANTZ & SON	81298	A	INV#6628684-00 PCT 4	247.12
OUTLAW LUMBER & HARDWARE, LLC	81307	A	INV#41737 PCT 4	11.39
OUTLAW LUMBER & HARDWARE, LLC	81308	A	INV#41712 PCT 4	9.98
OUTLAW LUMBER & HARDWARE, LLC	81309	A	INV#41976 PCT 4	6.57
PETERSON TIRE	81315	A	INV#BL49201 PCT 4	20.00
THIRD COAST DISTRIBUTING, LLC	81328	A	INV#891938; CRINV#891951 PCT 4	6.69
THIRD COAST DISTRIBUTING, LLC	81329	A	INV#891961 PCT 4	23.98
THIRD COAST DISTRIBUTING, LLC	81330	A	INV#891975 PCT 4	1.00

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
THIRD COAST DISTRIBUTING, LLC	81331	A	INV#892904 PCT 4	6.98
DEPARTMENT TOTAL				140,048.13
FUND TOTAL				161,642.01

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
KOFILE TECHNOLOGIES, INC	81219	A	INV #KT-007735 CO CLERK	1,359.25
DEPARTMENT TOTAL				1,359.25
FUND TOTAL				1,359.25

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
SAN ANTONIO EXPRESS NEWS	81321	A	ACCT#570787487 LEC	58.95
DEPARTMENT TOTAL				58.95
FUND TOTAL				58.95

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
LCR TOTAL TRANSPORT, LLC	81294	A	HYE ALBERT RD	72,799.33
DEPARTMENT TOTAL				72,799.33
FUND TOTAL				72,799.33

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DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-2021 TAX NOTE EXPENSES				
SLS PARTNERSHIP	81240	A	INV #08-2022-389 OLD JAIL	6,573.20
SLS PARTNERSHIP	81242	A	INV #08-2022-320 OLD JAIL	432.00
DEPARTMENT TOTAL				7,005.20
FUND TOTAL				7,005.20

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DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

358,073.09

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN BLANCO COUNTY AND BURNET COUNTY  
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "BURNET," and BLANCO County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "BLANCO."

**WITNESSETH**

**WHEREAS**, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

**WHEREAS**, BURNET and BLANCO are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, BURNET and BLANCO specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**NOW THEREFORE**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I**

**TERM AND EFFECTIVE DATE**

1. **TERM:** This Agreement shall be effective beginning **October 1, 2022** and shall be effective through **SEPTEMBER 30, 2023**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **BLANCO** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION:**
  - A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **BLANCO** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
  - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BLANCO** inmates.



**ARTICLE II**  
**DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, BURNET shall provide the following necessary and appropriate services for BLANCO to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** BURNET shall provide housing and food to inmates presented by BLANCO who meet the following minimum criteria (as determined by the BURNET County Sheriff or his designee):
  - A. Inmate must be at least 18 years of age;
  - B. Inmate must be of good general health; and
  - C. Inmate with serious institutional behavior history (as defined by the BURNET disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** BURNET will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. BURNET will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by BURNET or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of BURNET's facility or by other than BURNET facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. BLANCO shall reimburse BURNET the amount spent for medical services of all BLANCO inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** BLANCO COUNTY Sheriff or designee shall be informed of any BLANCO inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). BURNET will assist BLANCO to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. BLANCO may elect to retake and return to BLANCO physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides BURNET with the authority to arrange for the off-site provider to bill BLANCO for the costs of hospitalization and/or medical care for any BLANCO inmate. In the event direct billing is unavailable, BLANCO shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** BLANCO agrees to provide BURNET with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. BLANCO shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. A copy of each inmate's record shall be returned to BLANCO at the time each BLANCO inmate is returned.
7. **MEDICAL INVOICES:** BLANCO shall reimburse BURNET monthly for health care services and associated expenses for which BLANCO is responsible under this section. BURNET shall provide BLANCO with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from BLANCO, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by BLANCO law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to BLANCO upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** BLANCO is solely responsible for the

transportation of inmates between the BURNET County Jail and the BLANCO Facility. BURNET agrees to provide ambulance and other transportation for BLANCO inmates to and from local off-site medical facilities and will invoice BLANCO in accordance with Article 2, Section 7.

11. **COURT APPEARANCES:** BLANCO shall be responsible for the transportation of BLANCO inmates to/from BURNET Jail. BLANCO will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in BLANCO County.
12. **TRANSPORTATION To TDCJ:** BLANCO is responsible for the transport of BLANCO inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide BLANCO with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas.
16. **ADMITTING AND RELEASING:** BLANCO shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and BLANCO provide such records to BLANCO upon request.
17. **RETURN OF INMATES** to BLANCO: Upon demand by BLANCO, BURNET will relinquish to BLANCO physical custody of any inmate. Upon request by BURNET, BLANCO will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

### **ARTICLE III** **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is seventy-five dollars (\$75.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to BLANCO, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of BLANCO. BLANCO will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

**BURNET COUNTY TREASURER**  
133 E. Jackson Street  
Burnet, TX 78611

**ARTICLE IV**  
**ACCEPTANCE OF INMATES**

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing BLANCO inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house BLANCO inmates where the housing of said BLANCO inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of BLANCO inmates, or any specified number thereof, BLANCO shall, upon notice by BURNET Sheriff to BLANCO Sheriff, immediately remove said inmates from the facility. BLANCO will make every effort to remove any inmate within eight (8) hours of notice from BURNET.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide BLANCO with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of BLANCO eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the BLANCO jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by BLANCO to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that BLANCO remove that inmate and, if possible, replace said inmate with an appropriate inmate of BLANCO.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and BLANCO shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of BLANCO. Likewise, if any BLANCO inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, BLANCO will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** BURNET will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of BLANCO. It will be the responsibility of BLANCO to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of BLANCO only when such release is specifically requested in writing by BLANCO Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the BLANCO Jail shortly before the discharge date and for BLANCO to discharge the inmate from the BLANCO Jail. BLANCO accepts all responsibility for the calculations and determinations set

forth above and for providing BURNET notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. BLANCO is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** All inmates held for BLANCO will be required to bond in BLANCO County. BLANCO County will then send BURNET a TTY stating that the inmate has been bonded and BLANCO will transport back to their facility for release.

**ARTICLE V**  
**MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To:                               **BURNET COUNTY**  
James Oakley, County Judge  
220 S. Pierce St.  
Burnet, Texas 78611

To:                               **BLANCO COUNTY**  
Brett Bray, County Judge  
PO Box 387  
Johnson City, TX 78636

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is

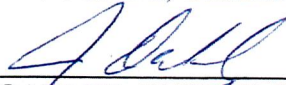
responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.

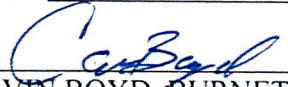
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

**ARTICLE VI**  
**EXECUTION**

**In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:**

**BURNET COUNTY, TEXAS:**

  
\_\_\_\_\_  
JAMES OAKLEY, BURNET COUNTY JUDGE  
DATE: 6-14-22

  
\_\_\_\_\_  
CALVIN BOYD, BURNET COUNTY SHERIFF  
DATE: 6-15-22

**BLANCO COUNTY, TEXAS:**

\_\_\_\_\_  
BRETT BRAY, BLANCO COUNTY JUDGE  
DATE: \_\_\_\_\_

\_\_\_\_\_  
DON JACKSON, BLANCO COUNTY SHERIFF  
DATE: \_\_\_\_\_

PSA Renewal\_Blanco  
County\_2529121\_October\_2022\_-  
CPQ-243304

Planned Service Agreement



Johnson Controls Fire Protection LP  
1070 Arion Circle, Suite 102  
San Antonio TX78216  
United States of America

Proposal Presented On:  
06-10-2022

The Power behind your mission





## SERVICE SOLUTION

**Customer #:** 2529121  
**Blanco County**  
**Date:** 10-Jun-22  
**Proposal #:** CPQ-243304  
**Term:** 1-Oct-22 to 30-Sep-23  
**External Contract #:** 21528090 R01-  
**MAY-2022**  
**Subscription ERP #:**

**Billing Customer:**  
 Blanco County  
 Po Box 471  
  
 JOHNSON CITY, TX 78636-0471

**Service Location:**  
 Blanco County Law Enforcement Center  
 400 S Us Highway 281,  
 Johnson City, TX 78636-4647

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Tawyna Knowles  
 1070 Arion Circle, Suite 102  
 San Antonio TX 78216  
 tawyna.knowles@jci.com  
 +1 210 200 3077

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>SYSTEM-SP-BACKFLOW</b>			
<b>BACKFLOW SYSTEM</b>			
Backflow Preventer-Fire	1	Annual	
<b>SPRINKLER ESSENTIAL SERVICE OFFER Total:</b>			<b>\$350.00</b>
<b>SYSTEM-SP-BACKFLOW</b>			
<b>BACKFLOW SYSTEM</b>			
Backflow Preventer-Domestic	1	Annual	
<b>SPRINKLER ESSENTIAL SERVICE OFFER Total:</b>			<b>\$175.00</b>
<b>SYSTEM-KH-HOOD</b>			
<b>HOOD SYSTEM</b>			
Single Tank Suppression System (Includes all Links & Pipe Blow Out)	3	Semi-Annual	
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	1	Semi-Annual	
<b>KITCHEN HOOD ESSENTIAL SERVICE Total:</b>			<b>\$575.00</b>



## SERVICE SOLUTION

### SYSTEM-SP-WET SPRINKLER

#### WET SPRINKLER SYSTEM

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual
Water Flow Switch (Each Additional)	1	Annual
Control valve	5	Annual
Fire Department Connection	1	Annual
Hose valve outlets	4	Annual

**SPRINKLER ESSENTIAL SERVICE OFFER Total: \$650.00**

### SYSTEM-FA-EDWARDS-EST3

#### EDWARDS FIRE ALARM SYSTEM EST3

Main Fire Alarm Panel	1	Annual
Annunciator	1	Annual
Smoke Detector Conventional	52	Annual
Heat Detector Restorable	10	Annual
Duct Sensor Addressable	20	Annual
Pull Station	1	Annual
Audio-Visual Notification Conventional	11	Annual
Tamper Switch	3	Annual

**FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$1,100.00**





# SERVICE SOLUTION

## SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Kitchen Suppression
Blanco County Law Enforcement Center	400 S Us Highway 281,	Johnson City	TX	78636-4647	\$1,100.00	\$1,175.00	\$575.00

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-EDWARDS-EST3

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. System labor discount on parts and peripherals of 10%. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

##### DOCUMENTATION:

Accessible components and devices logged for:  
Location of each device tested, including system address or zone location  
Test results and applicable voltage readings  
any discrepancies found noted  
Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### SPRINKLER ESSENTIAL SERVICE OFFER

#### SYSTEM-SP-BACKFLOW

#### SYSTEM-SP-WET SPRINKLER

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. System labor and parts discount of 10%. Tests will be scheduled in advance.

##### DOCUMENTATION:

Accessible components and devices logged for:  
Test results  
Any discrepancies found noted  
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

### KITCHEN HOOD ESSENTIAL SERVICE

## SERVICE SOLUTION

### SYSTEM-KH-HOOD

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

#### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

### Fire Department Connection

#### SYSTEM-SP-WET SPRINKLER

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

### Backflow Preventer-Domestic

#### SYSTEM-SP-BACKFLOW

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

### Control valve

#### SYSTEM-SP-WET SPRINKLER

Each control valve is operated in its full range and lubricated annually. Drain test is conducted after opening

### Customer Portal (Basic)

#### SYSTEM-SP-BACKFLOW

#### SYSTEM-KH-HOOD

#### SYSTEM-SP-WET SPRINKLER

#### SYSTEM-FA-EDWARDS-EST3

Basic Customer Portal functionality will be provided.

### System labor discount of 10%



## SERVICE SOLUTION

**SYSTEM-SP-BACKFLOW  
SYSTEM-SP-WET SPRINKLER  
SYSTEM-FA-EDWARDS-EST3**  
System Labor Discount of 10%

### **System parts discount on parts and peripherals of 10%**

**SYSTEM-SP-BACKFLOW  
SYSTEM-SP-WET SPRINKLER  
SYSTEM-FA-EDWARDS-EST3**  
System Parts Discount on Parts and Peripherals of 10%



# SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Blanco County** and is effective **1-Oct-22** (the "Effective Date") to **30-Sep-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** Annual In Advance

Initials

**PAYMENT TERMS:** *Due Upon Receipt*

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$2,850.00 - **Proposal #:** CPQ-243304

**PAYMENT SUMMARY:**

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages 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 Agreement shall be paid for by 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.**

Year	PSA Charges
1	\$2,850.00



## SERVICE SOLUTION

**Blanco County**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**Johnson Controls Fire Protection LP**

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: +1 210 330 1620

Fax #: \_\_\_\_\_

License #: \_\_\_\_\_  
(if applicable)

Date: \_\_\_\_\_

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

- PO is required to facilitate billing:  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number: \_\_\_\_\_
- AR Invoices are accepted via e-mail:  YES: E-mail address to be used: \_\_\_\_\_  
 NO: Please submit invoices via mail  
 NO: Please submit invoices via \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. 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. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under 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. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. 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.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. 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 right of recovery against Company arising by way of subrogation. Company makes no guaranty 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 for Services performed on-site at Customer's premises shall be limited to an aggregate 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. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. 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. **Indemnity. Intentionally Omitted**

8. **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 (8:00 a.m. - 5:00 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 Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **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.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. 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 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.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, 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 as a result of an inspection, for which Company will 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.

**11. 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, Customer 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.

**12. 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 under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. 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 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.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. 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:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- 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.

**16. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

#### **17. Other Services.**

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

**CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES.** In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general>.

**18. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. 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 Monitoring 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 and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty 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 monitoring 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **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, and each of their employees, agents, officers and directors.

**C. Intentionally Omitted.**

**D. No modification.** Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or

other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. **COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.**

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm



equipment function and human factors, both with responding authorities and with Company, may affect response

**19. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. 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.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**20. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**21. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**22. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**23. INTENTIONALLY OMITTED.**

**24. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**25. Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused

from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**26. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; 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; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; 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; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. 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 JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**27. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**28. 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.

**29. 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 years after the termination of this Agreement.

**30. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) 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 this Agreement to be immediately due and payable, (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 (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**31. One-Year Limitation on Actions; Choice of Law.** For Customers located in the United States, the laws of Texas shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Texas courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") 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 relating to the 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.

**34. Headings.** The headings in this Agreement are for convenience only.

**35. 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.

**36. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**37. Intentionally Omitted.**

**38. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. 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 the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

