

draft

On this the 11th day of August, 2020 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 |

ITEM 1 – Call to Order and Roll Call.

ITEM 2 – Pledge of Allegiance.

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

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

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and accept them as presented, 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 5 – Consider approval of the estimated August 2020 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated payroll in the amount of \$315,208.14, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

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

COMMISSIONER GRANBERG moves to approve the official reports, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider ratifying or approving line item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to ratify and approve line item transfers as presented, 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 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 \$70,183.38 with the correction of UniFirst being moved from Precinct 3 to Precinct 4, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

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

ITEM 9 – COVID-19 briefing presented by Ben Oakley, Blanco County Infection Control Officers. Informational Item only. (Judge Bray)

ITEM 10 – Authorization for the County judge to sign a professional service agreement with Software Unlimited Corporation for criminal case management program for the County Attorney Office. Vote on any action taken. (Co. Atty. Earley)

COMMISSIONER GRANBERG made the motion authorizing the County Judge to sign a professional service agreement with Software Unlimited Corporation for criminal case management program for the County Attorney's office, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 –Discuss and approve a restoration, preservation and digital archiving project with Kofile Technologies for the District Clerk’s Office. Vote on any action taken. (Dist. Clerk Elsbury)

COMMISSIONER LIESMANN made the motion to approve a restoration, preservation and digital archiving project with Kofile Technologies for the District Clerk’s Office, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 12 – Consider authorization for the County Judge to enter into a joint election agreement with Johnson City ISD to provide election services for the school district. Vote on any action taken. (Co. Clerk Walla)

COMMISSIONER WEIR made the motion authorizing the County Judge to enter into a joint election agreement with Johnson City ISD to provide election services for the school district, seconded by Commissioner Liesmann. 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 – Discussion and possible action regarding approval of the specs and the purchase of 2 DS200 Scanners and 6 Express Vote machines for election. Vote on any action taken. (Co. Clerk Walla)

COMMISSIONER LIESMANN made the motion approving the specs and the purchase of 2 SD200 Scanners and 6 Express Vote machines for election, seconded by Commissioner Granberg. Judge Bray asked 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 – Authorization for the County Judge to sign agreement with Central Square for a CAD and Mobile Community Data Platform to share information amongst agencies utilizing said vendor. This is a zero-cost item. Vote on any action taken. (Sheriff Jackson)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign agreement with Central Square for a CAD and Mobile Community Data Platform to share information amongst agencies utilizing said vendor, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

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

ITEM 15 – Acknowledge receipt of the annual road reports. Vote on any action taken.
(Commissioners x 4)

COMMISSIONER LIESMANN made the motion acknowledging receipt of the annual road reports, 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 16 – Discussion and possible action regarding road variance in proposed subdivision “The 1623 Divide”. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to allow “The 1623 Divide” to use the six (6) inches of base with two (2) inches of hot mix, in the event here, Ron Bischoff recommended a proof roll on the subgrade along with the density test and all that we require, 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 17 – Approve the purchase price of \$30,000 for the one (1) acre piece of property adjacent to Precinct 3. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the purchase price of \$30,000 for the once (1) acre piece of property adjacent to Precinct 3, 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 18 – Consider authorization for the County Judge to sign the Equipment Transfer Memorandum and Agreement between Capital Area Governments, sub-recipient, and Blanco County Office of Homeland Security and Emergency Management, receiving jurisdiction/agency. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign the Equipment Transfer Memorandum and Agreement between Capital Area Governments, sub-recipient, and Blanco County Office of Homeland Security and Emergency Management, receiving jurisdiction/agency, 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 19 – Authorization for the County Judge to sign CAPCOG’s FY2021 Solid Waste Interlocal Agreement for the Hazardous Waste Cleanup Event. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves to authorize the County Judge to sign CAPCOG’s FY2021 Solid Waste Interlocal Agreement for the Hazardous Waste Cleanup Event, 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 20 – Briefing by Debbie Earley, County Attorney, regarding a lawsuit entitled Cesar Diaz-Frances, Plaintiff vs. City of Blanco, as City Code Inspector Will Davis, Defendant and possible action to retain outside counsel. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN proposes to authorize the County Attorney’s office and the County Treasurer to get with our insurance agency to file a claim with them and if need be to authorize the County Judge and County Attorney’s office to enter into an agreement with Mr. McGee for his professional services for this case, 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 21 – EXECUTIVE SESSION: Pursuant to Texas Gov’t Code, Section 551.071, and Consultation with Attorney.

ITEM 22 – RETURN TO OPEN SESSION to consider further action on any posted item.

ITEM 23 – Consider burn ban. Vote on any action taken. (Judge Bray)

No action taken on this item.

ITEM 24 – Consider on-going discussions regarding budget items for FY2019-20. Vote on any action taken. (Judge Bray)

ITEM 25 - 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 10:09 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this _____

day of _____, 2020.

County of Blanco

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 11, 2020.

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

SPECIAL MEETING – AUGUST 17, 2020

draft

On this the 17th day of August, 2020 at 9:00 A. M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members' present o-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 |

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ITEM 1 – Call to order and roll call.

JUDGE BRAY AND ALL 4 COUNTY COMMISSIONERS ANNOUNCED PRESENT.

ITEM 2 – Pledge of Allegiance.

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

COMMISSIONER WEIR made the motion to excuse Mr. Welch and have his remaining time forfeited for violating the commissioners court rules of conduct and decorum, 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 4 – Consider on-going discussions regarding budget items for FY2020-21. Vote on any action taken. (Judge Bray)

ITEM 5 – Discussion and possible action on the proposal to consider a tax rate. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the proposed tax rate 35.5 for MNO, 4.0 INS, seconded by Commissioner Weir.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

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

ITEM 6 – Discussion and possible action to approve proposed FY2020-21 Blanco County Budget. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve proposed FY2020-21 Blanco County Budget with amendments made today, 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 – 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 9:39 o'clock a. m.

The above and foregoing Minutes examined and approved in Open Court this _____

Day of _____, 2020.

State of Texas

County of Blanco

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 17, 2020.

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

COPY

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

8/18/20
Funds are available.

DATE: 8-14-20

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Deborah Earley

DEPARTMENT County Attorney

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

| FUND | LINE ITEM DESCRIPTION | LINE ITEM # | AMOUNT |
|----------------------|-------------------------|-------------------|-----------------|
| FROM: <u>General</u> | <u>Education/Travel</u> | <u>10-415-306</u> | <u>\$ 45.00</u> |
| | | | <u>35.00 CB</u> |
| | | | |
| | | | |
| | | | |
| TO: <u>General</u> | <u>Dues</u> | <u>10-415-330</u> | <u>\$ 45.00</u> |
| | | | <u>35.00 CB</u> |
| | | | |
| | | | |
| | | | |

Reason for request:

Processing fee to TCOLE - for appointment of part time investigator for County Attorney office

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.

Deborah Earley
Department Head Signature
Conni W. Russell

Attest: County Clerk
(if Commissioners' Court Action)

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

COPY

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

Funds are available.

\$

DATE: 8/11/20

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY,

8/11/20

FROM: Chris Liesman

DEPARTMENT Rt B Pct #3

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

| | FUND | LINE ITEM DESCRIPTION | LINE ITEM # | AMOUNT |
|-------|----------------------|-----------------------|-------------------|--------------|
| FROM: | <u>Road + Bridge</u> | <u>Fuel</u> | <u>15-560-312</u> | <u>66.01</u> |
| | | | | |
| | | | | |
| | | | | |
| TO: | <u>Road + Bridge</u> | <u>Road Materials</u> | <u>15-560-318</u> | <u>66.01</u> |
| | | | | |
| | | | | |
| | | | | |

Reason for request:
Need material to finish Low Water Crossing

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]
Clerk/Judge/Commissioners' Court Approval
(as needed)

Blanco County Commissioners' Court

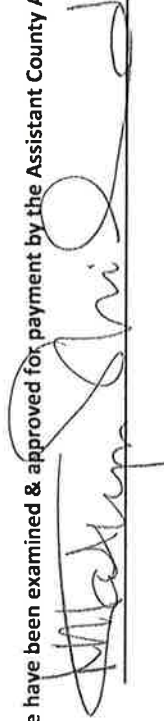
August 25, 2020

Invoice File Listing By Fund

| Fund | Description | Disbursement |
|--------------|--------------------|----------------------|
| 010 | General Fund | \$ 65,412.07 |
| 015 | Road & Bridge Fund | \$ 61,064.82 |
| Total | | \$ 126,476.89 |

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

8/20/2020

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

| DEPARTMENT | NAME-OF-VENDOR | INVOICE-NO | S | DESCRIPTION-OF-INVOICE | AMOUNT |
|-----------------------------|----------------------------|------------|---|-----------------------------|-----------|
| 0415-COUNTY ATTORNEY | CONNIE RUSSELL | 73774 | A | REIMBURSEMENT | 35.00 |
| | DEPARTMENT TOTAL | | | | 35.00 |
| 0420-TAX ASSESSOR/COLLECTOR | BUSINESS CENTER PRINT & OS | 73771 | A | INV#141477 TAC | 717.93 |
| | DEPARTMENT TOTAL | | | | 717.93 |
| 0425-COUNTY SHERIFF | EXPRESS AUTOMOTIVE SERVICE | 73776 | A | INV#3760087 LEC | 48.04 |
| | EXPRESS AUTOMOTIVE SERVICE | 73777 | A | INV#03760122 LEC | 52.53 |
| | GT DISTRIBUTORS, INC | 73778 | A | INV#0783106 LEC | 336.91 |
| | LEADSONLINE LLC | 73791 | A | INV#256780 LEC | 2,128.00 |
| | LSQ GROUP HOLDINGS, LLC | 73813 | A | INV#3319 LEC | 2,513.74 |
| | MCHD | 73726 | A | INV #BCSO-072020 | 180.00 |
| | OFFICESUPPLY.COM | 73795 | A | INV#4005347 LEC | 29.97 |
| | OFFICESUPPLY.COM | 73796 | A | INV#4005347 LEC | 114.70 |
| | PEDERNALES ELECTRIC COOP | 73728 | A | INV# 955 LEC | 3,937.12 |
| | PERFORMANCE FOOD SERVICE | 73802 | A | INV#9971703 LEC | 1,425.85 |
| | PERFORMANCE FOOD SERVICE | 73803 | A | INV#9978844 LEC | 735.50 |
| | SOUTHERN HEALTH PARTNERS | 73731 | A | INV# BASE39044 | 5,565.81 |
| | TERMINIX | 73732 | A | INV#254497 LEC | 136.00 |
| | DEPARTMENT TOTAL | | | | 17,204.17 |
| 0430-COUNTY TREASURER | BUSINESS CENTER PRINT & OS | 73772 | A | INV#141501 CO TREAS | 35.97 |
| | DEPARTMENT TOTAL | | | | 35.97 |
| 0435-INDIGENT HEALTH CARE | JOHNSON CITY PHARMACY | 73723 | A | INDIGENT | 35.03 |
| | MICHAEL W. MANN MD, PA | 73725 | A | PATIENT #0001000092733 | 71.13 |
| | DEPARTMENT TOTAL | | | | 106.16 |
| 0445-EMERGENCY MANAGEMENT | DIALTONESERVICEES L.P. | 73712 | A | ACCT #10000001443 SHERIFF | 7.17 |
| | DIALTONESERVICEES L.P. | 73713 | A | ACCT #10000001486 CO JUDGE | 7.17 |
| | DIALTONESERVICEES L.P. | 73714 | A | ACCT #10000001487 DISPATCH | 7.17 |
| | DIALTONESERVICEES L.P. | 73715 | A | ACCT #10000001488 EMC | 7.17 |
| | DEPARTMENT TOTAL | | | | 28.68 |
| 0450-JUDICIAL EXPENSES | CROFTS - CROW FUNERAL HOME | 73711 | A | POOLE | 350.00 |
| | F.N. BROWN, III | 73716 | A | CASE #01782 | 325.00 |
| | FRONTIER COMMUNICATIONS | 73753 | A | 830-868-7986 JUDICIAL | 201.75 |
| | DEPARTMENT TOTAL | | | | 876.75 |
| 0451-DISTRICT JUDGE | ALAN GARRETT | 73736 | A | JUVENILE BOARD COMP | 100.00 |
| | ALAN GARRETT | 73737 | A | DISTRICT JUDGE SUPPLEMENT | 51.40 |
| | BURNET COUNTY TREASURER | 73709 | A | DIST JUDGE JULY 2020 | 4,448.52 |
| | EVAN C. STUBBS | 73738 | A | DISTRICT JUDGE SUPPLEMENT | 51.40 |
| | EVAN C. STUBBS | 73739 | A | JUVENILE BOARD COMP., 424TH | 100.00 |
| | DEPARTMENT TOTAL | | | | 4,751.32 |
| 0452-DISTRICT ATTORNEY | BURNET COUNTY TREASURER | 73710 | A | DIST ATTORNEY JULY 2020 | 15,738.03 |
| | DEPARTMENT TOTAL | | | | 15,738.03 |
| 0453-JUVENILE PROBATION | | | | | |

| DEPARTMENT | NAME-OF-VENDOR | INVOICE-NO | S | DESCRIPTION-OF-INVOICE | AMOUNT |
|-------------------------------------|-------------------------------------|------------|---|----------------------------------|-----------|
| | JUVENILE PROBATION DEPT | 73724 | A | AUGUST 2020 | 4,540.88 |
| | DEPARTMENT TOTAL | | | | 4,540.88 |
| 0500-COURTHOUSE EXPENSES | | | | | |
| | BLANCO COUNTY PUBLICATIONS LP | 73708 | A | BIDDING/LEGAL NOTICE | 56.50 |
| | BUSINESS CENTER PRINT & OS | 73770 | A | INV#141478 | 119.97 |
| | CANON FINANCIAL SERVICES, INC. | 73740 | A | INV #21796453 TAC | 35.52 |
| | CANON FINANCIAL SERVICES, INC. | 73741 | A | INV #21796456 DIST CLERK | 131.19 |
| | CANON FINANCIAL SERVICES, INC. | 73742 | A | INV #21796454 EXTENSION | 37.92 |
| | CANON FINANCIAL SERVICES, INC. | 73743 | A | INV #21796461 UPSTAIRS | 37.92 |
| | CANON FINANCIAL SERVICES, INC. | 73744 | A | INV #21796459 MAILROOM | 141.48 |
| | CANON FINANCIAL SERVICES, INC. | 73745 | A | INV #21796451 JP 4 | 47.73 |
| | CANON FINANCIAL SERVICES, INC. | 73746 | A | INV #21796452 LEC | 47.73 |
| | CANON FINANCIAL SERVICES, INC. | 73747 | A | INV #21796450 DIST CLERK | 142.35 |
| | CANON FINANCIAL SERVICES, INC. | 73748 | A | INV #21796458 LEC | 83.52 |
| | CANON FINANCIAL SERVICES, INC. | 73749 | A | INV #21796455 CO CLERK | 116.19 |
| | CANON FINANCIAL SERVICES, INC. | 73756 | A | INV #21796457 JP 1 | 40.32 |
| | CANON FINANCIAL SERVICES, INC. | 73757 | A | INV #21796460 LEC | 141.48 |
| | CITY ELECTRIC SUPPLY COMPANY | 73773 | A | INV#WB2/085296 CH | 59.26 |
| | FRONTIER COMMUNICATIONS | 73750 | A | 830-868-4266 COUNTY | 1,277.03 |
| | FRONTIER COMMUNICATIONS | 73751 | A | 830-868-2228 FAX ELEV | 332.41 |
| | FRONTIER COMMUNICATIONS | 73752 | A | 830-868-7208 | 7.58 |
| | GRAVES HUMPHRIES, STAHL, LIMITED | 73722 | A | REPORT #COL005 JP 4 | 1,071.57 |
| | GVTC | 73717 | A | 830-868-4212 SOUTH ANNEX PHONES | 296.54 |
| | GVTC | 73718 | A | 830-868-4212 SOUTH ANNEX PHONES | 109.91 |
| | GVTC | 73719 | A | 830-833-5331 PCT 1 & 4 | 94.95 |
| | HILL COUNTRY IT | 73780 | A | INV#485 N. ANNEX | 720.00 |
| | HILL COUNTRY REFRIGERATION | 73781 | A | INV#80045 LEC | 181.75 |
| | HILL COUNTRY REFRIGERATION | 73782 | A | INV#79945 OLD JAIL | 282.40 |
| | HILL COUNTRY REFRIGERATION | 73783 | A | INV#79755 LEC | 190.75 |
| | HILL COUNTRY REFRIGERATION | 73784 | A | INV#79667 LEC | 615.36 |
| | HOWESCO, LLC | 73785 | A | INV#2038 COURTROOM | 8,723.94 |
| | JOHNSON CONTROLS | 73787 | A | INV#86924934 LEC | 638.15 |
| | LIESMANN MOWING | 73792 | A | INV#30084583 N. ANNEX | 150.00 |
| | PAUL GRANBERG REIMBURSEMENT ACCOUNT | 73797 | A | REIMBURSEMENT | 73.13 |
| | PAY AND SAVE INC. | 73801 | A | ACCT#137002 LEC | 132.96 |
| | PEDERNALES ELECTRIC COOP | 73729 | A | INV# 955 COUNTY | 3,030.02 |
| | REEH PLUMBING | 73811 | A | INV#111022 N. ANNEX | 144.32 |
| | SPICEWOOD PLUMBING, INC. | 73814 | A | INV#20-24375 LEC | 525.00 |
| | STEPHANIE LARSEN, CSR, RPR | 73730 | A | REPORT APPOINTING BLANCO AUDITOR | 234.00 |
| | TERMINIX | 73733 | A | INV#254347 OLD JAIL | 50.00 |
| | TERMINIX | 73734 | A | INV#254505 ANNEX | 100.00 |
| | TERMINIX | 73735 | A | INV#254864 | 85.00 |
| | WILLOUGHBY INDUSTRIES | 73819 | A | INV#122554 LEC | 317.39 |
| | WILLOUGHBY INDUSTRIES | 73820 | A | INV#122652 LEC | 278.51 |
| | WW GRAINGER, INC | 73821 | A | INV#96010375199 LEC | 45.93 |
| | DEPARTMENT TOTAL | | | | 20,947.68 |
| 0520-JUSTICE OF THE PEACE #4 | | | | | |
| | NORTHEAST TEXAS DATA CORP. | 73727 | A | REPORT CAS017 JP 4 | 32.00 |
| | DEPARTMENT TOTAL | | | | 32.00 |
| 0560-GENERAL FUND CAPITAL EQUIPMENT | | | | | |
| | GT DISTRIBUTORS, INC | 73779 | A | INV#0784203 LEC | 397.50 |
| | DEPARTMENT TOTAL | | | | 397.50 |
| | FUND TOTAL | | | | 65,412.07 |

DEPARTMENT

| NAME-OF-VENDOR | INVOICE-NO | S | DESCRIPTION-OF-INVOICE | AMOUNT |
|------------------------------------|------------|---|----------------------------|-----------|
| 0540-R&B PCT #1 | | | | |
| BLANCO COUNTY TAX ASSESSOR-COLLECT | 73762 | A | LICENSE TAG #9049769 PCT 1 | 22.00 |
| BLANCO COUNTY TAX ASSESSOR-COLLECT | 73763 | A | LICENSE TAG #9082029 PCT 1 | 7.50 |
| BLANCO COUNTY TAX ASSESSOR-COLLECT | 73764 | A | LICENSE TAG #1107279 PCT 1 | 22.00 |
| BRAUNTEX MATERIALS, INC. | 73765 | A | INV#112416 PCT 1 | 168.29 |
| BRAUNTEX MATERIALS, INC. | 73766 | A | INV#112657 PCT 1 | 1,971.84 |
| BRETT DENNEY | 73768 | A | INV#200731 PCT 1 | 212.50 |
| GVTC | 73770 | A | 830-833-5331 PCT 1 | 46.40 |
| KIRK FELPS | 73790 | A | INV#82158 PCT 1 | 95.99 |
| MOBLEY WELDING SERVICE | 73794 | A | WELDING PCT 1 DOS 061520 | 45.00 |
| PATHMARK TRAFFIC PRODCT/TX INC | 73798 | A | INV#7064 PCT 1 | 104.70 |
| PETERSON TIRE | 73804 | A | INV#BL40856 PCT 1 | 44.95 |
| PETERSON TIRE | 73805 | A | INV#BL40864 PCT 1 | 40.00 |
| PETERSON TIRE | 73806 | A | INV#BL40876 PCT 1 | 47.00 |
| PETERSON TIRE | 73807 | A | INV#BL40974 PCT 1 | 218.45 |
| PETERSON TIRE | 73809 | A | INV#BL40945 PCT 1 | 31.45 |
| DEPARTMENT TOTAL | | | | 3,078.07 |
| 0550-R&B PCT #2 | | | | |
| ERGON ASPHALT AND EMULSIONS, INC | 73775 | A | INV#9402306280 PCT 2 | 13,962.20 |
| FRONTIER COMMUNICATIONS | 73754 | A | 830-868-4471 PCT 2 | 106.02 |
| PETERSON TIRE | 73810 | A | INV#JC33370 PCT 2 | 380.00 |
| RUJVALCABAS PAVING CO | 73812 | A | PAVING HYE ALBERT RD | 37,501.56 |
| DEPARTMENT TOTAL | | | | 51,949.78 |
| 0560-R&B PCT #3 | | | | |
| ARMADILLO MATERIALS LLC | 73759 | A | INV#0008368-IN PCT 3 | 484.50 |
| ARMADILLO MATERIALS LLC | 73760 | A | INV#0008369-IN PCT 3 | 90.90 |
| ARMADILLO MATERIALS LLC | 73761 | A | INV#0008450-IN PCT 3 | 390.76 |
| FRONTIER COMMUNICATIONS | 73755 | A | 830-825-3270 PCT 3 | 86.96 |
| HYE PIPE & FEED | 73786 | A | ORDER#1471519 PCT 1 | 951.47 |
| KIRK FELPS | 73789 | A | INV#82041 PCT 3 | 570.00 |
| PATHMARK TRAFFIC PRODCT/TX INC | 73799 | A | INV#6586 PCT 3 | 100.00 |
| PATHMARK TRAFFIC PRODCT/TX INC | 73800 | A | INV#7049 PCT 3 | 742.90 |
| STROEHER & OLFERS INC | 73815 | A | INV#201355 PCT 3 | 1,725.93 |
| THIRD COAST DISTRIBUTING, LLC | 73816 | A | INV#038096 PCT 3 | 210.98 |
| THIRD COAST DISTRIBUTING, LLC | 73817 | A | INV#038097 PCT 3 | 8.69 |
| DEPARTMENT TOTAL | | | | 5,363.09 |
| 0570-R&B PCT #4 | | | | |
| BRAUNTEX MATERIALS, INC. | 73767 | A | INV#111444 PCT 4 | 76.64 |
| BRETT DENNEY | 73769 | A | INV#200731 PCT 4 | 212.50 |
| GVTC | 73721 | A | 830-833-1077 PCT 4 | 45.72 |
| KIRK FELPS | 73788 | A | INV#82013 PCT 4 | 4.99 |
| MOBLEY WELDING SERVICE | 73793 | A | WELDING PCT 4 DOS 062820 | 300.00 |
| PETERSON TIRE | 73808 | A | INV#BL40945 PCT 4 | 31.45 |
| THIRD COAST DISTRIBUTING, LLC | 73818 | A | INV#818294 PCT 4 | 2.58 |
| DEPARTMENT TOTAL | | | | 673.88 |
| FUND TOTAL | | | | 61,064.82 |

| DEPARTMENT | NAME-OF-VENDOR | INVOICE-NO | S | DESCRIPTION-OF-INVOICE | AMOUNT |
|------------|----------------|------------|---|------------------------|------------|
| | GRAND TOTAL | | | | 126,476.89 |

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and Blanco County Tax Assessor-Collector (Agent), located at 101 E Cypress, Texas 78636, enter into this Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue vessel registrations, vessel and outboard motor titling and similar items to individuals and the Agent desires to act as an Agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 31.0341; and

WHEREAS, under the authority of Chapters 11 and 31 of the Texas Parks and Wildlife Code, TPWD issues vessel registrations, titles and renewals through the Boat Registration Information and Titling System (BRITS);

THEREFORE, TPWD and Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on the date of the last signature and ends August 31, 2025 or when funds are not appropriated by the Texas legislature to support the function of vessel registrations, vessel and outboard motor titling, and related items through TPWD. The Agreement may be extended for up to an additional sixty (60) month period. Any extensions shall be written with the same terms and conditions, plus any approved changes.
2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:
 - 2.1. *Account Notice* means: A notice available to the Agent, which can be printed the day following the end of the Sales Period, stating the total sales less the sales tax and commissions withheld by the Agent to show a total amount to be swept by TPWD on a certain date. (see Para. 3.1.7.3)
 - 2.2. *Account Notice Date* means: The date on which an Account Notice is available to the Agent.
 - 2.3. *Agent* means: The Tax Assessor-Collector entering into an agreement with TPWD to issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD.
 - 2.4. *Compliance* means: Adherence to state and federal law and to TPWD rules, processes, policies or procedures. Compliance may be measured in terms of percent or in terms of raw counts.
 - 2.5. *Day of Sales* means: The time period that encompasses all sales that have occurred from when the Agent's office opens in the morning to the time the Agent's office closes. Total sales will be calculated based upon those transactions that occurred during the day, beginning at 12:01 a.m. and will include any transaction conducted that day up to 12:00 a.m. (midnight).
 - 2.6. *Funds* means: All money received by the Agent for issuing TPWD items, regardless of the form or method of payment, except for Agent's commission and boat sales and use taxes collected.
 - 2.7. *Inventory* means: Registration decals and ID card stock paper assigned to each county office issued from TPWD Headquarters.
 - 2.8. *Other Funds* means: Funds due TPWD as repayment for mistakes and overages as set out in Para. 3.1 and Para. 3.3, and damaged and lost inventory as set out in Para. 3.5.
 - 2.9. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notice Date.
 - 2.10. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from the Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.
3. **RESPONSIBILITIES OF THE AGENT:** Agent shall issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD to individuals at each Agent location set out in Schedule 2.
 - 3.1. **Fee Collection and Remittance:** Agent shall:

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

- 3.1.1. Collect from each customer only the fee for each item as established by law or TPWD regulation. Agent understands that such fees may be changed by TPWD and that all changes will be communicated to the Agent and incorporated into BRITS.
- 3.1.2. Each Agent office must have established and implemented internal control procedures in accordance with Generally Accepted Accounting Principles, which function to prevent internal or external fraud and theft from occurring in relation to inventory control; protect confidential customer identification and credit card information; and ensure accuracy of the funds collected and remitted. Periodic audits shall be established as part of this function in order to ensure an ongoing monitoring process.
- 3.1.3. Acknowledge that it is a material breach for Agent to charge a customer an amount greater than that authorized by this Agreement. Upon receiving a customer complaint that Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, the Agent will be required to return the overage to the customer and TPWD may terminate this Agreement.
- 3.1.4. Collect all information and required documentation from customers as required by TPWD.
- 3.1.5. Issue items only in the form prescribed by or furnished by TPWD.
- 3.1.6. Accept payment from customers in the form of cash, check, debit card, or credit card for purchase of any item sold under this Agreement, except when Agent does not accept one of the above payment methods in its usual course of business. Agent is responsible for all charges or losses related to acceptance of any such form of payment.
- 3.1.7. Electronic Funds Transfer Account:
 - 3.1.7.1. Agent shall establish an account with a financial institution with the capability to transfer funds electronically in a manner that is acceptable to the State Comptroller for the deposit of all Funds received under this Agreement and for the deposit of all Other Funds due TPWD. Agent shall furnish to TPWD, at least ten (10) business days prior to the beginning date of this Agreement, all information pertaining to Agent's account as set out in Schedule 2. Agent shall provide TPWD with two (2) weeks prior notice of changes to the account. If changing accounts, Agent shall continue to fund the prior account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.
 - 3.1.7.2. Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the Agent's designated bank account listed in Schedule 2. Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.
 - 3.1.7.3. Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notice made available to Agent by TPWD and to adjust entries to correct errors and to collect additional charges, as authorized under this Agreement.
- 3.1.8. Scheduled Sweeps:
 - 3.1.8.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 1. Agent understands and acknowledges that it holds all Funds in trust for TPWD.
 - 3.1.8.2. The date of the electronic sweep will be indicated on the Account Notice and will be available to the Agent two (2) business days prior to the Scheduled Sweep Date. The Account Notice will list the total sales minus the commission and sales

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

tax and indicate the amount to be swept by TPWD. The Agent Activity Report will reflect order reference numbers for transactions listed by day during the Sales Period. Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

3.1.9. Insufficient Funds:

3.1.9.1. Agent shall provide the amount of funds due TPWD set out in the Account Notice, making the funds available for the account transfer on the Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. Agent acknowledges and agrees that is a material breach of this Agreement to have insufficient funds in the account available for transfer on Scheduled Sweep Dates.

3.1.9.2. If Agent does not have sufficient funds in an account for transfer on a Scheduled Date, TPWD may immediately terminate Agent's ability to issue items through the system or other methods. TPWD may also require Agent to pay the funds by cashier's check, money order, or other payment method.

3.2. BRITS System Support:

3.2.1. If the Agent requires assistance with vessel or outboard motor processing issues, such as void authorizations, fees, supporting documentation, or business rule overrides, or any other related questions, Agent should contact the TPWD Boat Section Field Liaison phone bank at (512) 389-4393 or (512) 389-8090.

3.2.2. If the Agent has trouble with the printer or the network connection, Agent should contact the Texas Department of Motor Vehicles (TxDMV) at (512) 465-4010.

3.2.3. If the Agent has computer operating issues and problems related to system functionality provided through TPWD, Agent should contact the TPWD Help Desk at (512) 389-4357.

3.3. Voids:

3.3.1. In the normal issuance of vessel registrations, vessel and outboard motor titling and similar items, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), a transaction involving the wrong item or failure of the buyer to communicate current information on address, or other ownership transaction related problems.

3.3.2. The Agent may void the transaction with an authorization code issued by an authorized Agent supervisor or acquired from TPWD Headquarters. Voided transactions must meet the following criteria:

3.3.2.1. The void must occur on the same day the transaction was processed;

3.3.2.2. The void must be processed at the originating office location;

3.3.2.3. The transaction to be voided must be the last transaction for the specific asset (TX numbered item);

3.3.2.4. The same employee that entered the transaction in error must also void the transaction. If the employee is unavailable, a supervisor may void the transaction for that employee;

3.3.2.5. The employee must return the original form of payment to the customer;

3.3.2.6. The employee must collect all titles, decals and other items related to the transaction processed in error; and

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

- 3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.
- 3.3.3. Voided transactions and supporting documentation shall be submitted with the Agent's normal processing office paperwork for mailing and subsequent imaging to TPWD Headquarters as instructed by the TPWD Document Packaging and Processing Procedures which are located within the BRITS Users Manual.
- 3.3.4. Voids that do not meet the criteria established in Para. 3.3.2 must be submitted to TPWD Headquarters for the void to be processed and completed. Voids that are completed by TPWD Headquarters on behalf of the Agent and that require money to be refunded, will either be credited to the Agent through the Account Notice or refunded via warrant directly to the Agent. **Agents are responsible for refunding money to customers.** Agents should refer all customer questions for the voided transactions submitted to TPWD Headquarters to (512) 389-4393 or (512) 389-8090.
- 3.3.5. All Agents submitting requests for TPWD Headquarters voids are required to mail (or hand deliver) all documents pertaining to voided transactions to TPWD with all required documentation. All inventory related to these voided transactions must be attached to the Void Request Form and signed by the Agent's employee and Agent's supervisor when submitted to TPWD. Unless inventory is returned or an affidavit of loss signed by the customer is provided with the Void Request Form, the Agent will be charged the cost established by TPWD in Para. 3.5.4.
- 3.4. Agent Compliance with TPWD Processing Requirements:
- 3.4.1. As each Agent enters transactions, they will be instantly updating the state system of record for boats and outboard motors. Due to this feature, accurate compliance with TPWD regulations is key in recording and protecting individuals' ownership of these assets. In order to ensure accurate information, TPWD Headquarters Boat Titling and Registration Section staff may conduct post audits of transactions processed by each Agent and produce a compliance audit report as resources allow, listing the number of transactions reviewed and the number of non-compliance items found for all offices, inclusive of TPWD locations. If an Agent's non-compliance continues for a six month period, TPWD may request a plan in writing from the Agent as to how it will correct the noted errors. If the non-compliance continues after the plan is put into place, TPWD reserves the right to suspend processing privileges to title or register vessels and outboard motors.
- 3.4.2. Full compliance means adherence to the following standards:
- 3.4.2.1. Compliance with all state and federal laws pertaining to the registration of vessels, the titling of vessels and outboard motors, ownership of vessels and outboard motors, and the collection of associated fees and taxes as outlined under the Texas Water Safety Act, Chapter 31 of the Texas Parks and Wildlife Code; Title 31 of the Texas Administrative Code, Part 2, Chapter 53; the Texas Tax Code, Chapter 160; and the Texas Property Code, Chapters 59 and 70.
- 3.4.2.2. Processing transactions in accordance with instructions for general processing from the "Basics to Boat Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, and the "BRITS User's Manual" issued by TPWD Headquarters.
- 3.4.2.3. Accurate tracking and control of inventory issued by TPWD.
- 3.4.2.4. Obtaining and submitting all supporting documentation required for each transaction as stated in the matrix requirements supplied by TPWD. All "Requirements for Specific Transactions" matrices are available on the TPWD website at: http://tpwd.texas.gov/fishboat/boat/owner/titles_and_registration/

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Transactions should not be completed unless the required documentation is obtained. Each Agent office conducting transactions on behalf of TPWD shall submit to TPWD:

- Required documentation completed in full as described under the matrices;
- Completed Application form PWD 143, PWD 144, PWD 143M, PWD 144M, PWD 231, PWD 309A, PWD 309B, PWD 310A, PWD 312, PWD 314, PWD 403, PWD 504, PWD 581, PWD 738, PWD 763, PWD 778, PWD 790, PWD 1055, PWD 1056, PWD 1084, PWD 1175, PWD 1208, PWD 1238, PWD 1340, or PWD 1434 as applicable, with all required information and original signatures;
- Original manufacturer's Statement of Origin (MSO), Builder Certificates, titles or out-of-state or federal documentation, when required, with original signatures from the owner of record or lawful representative;
- Signed bill of sale, invoice or tax affidavit from the seller. This bill of sale must list the date of sale, the sales price of each item (vessel, outboard motor, related accessories), a description of the item (make, TX number or serial number and year built), purchaser's name and seller's signature or signature of lawful representative;
- Lien Release in the acceptable format as outlined in the matrix requirements;
- Original or unaltered copies of any required legal documentation; and
- Required notary signature on forms with notary requirement.

No exception to the required documentation shall be made unless approved through the TPWD Headquarters staff. All exceptions must be thoroughly documented, explained in writing on the submitted paperwork, and signed and dated by the Agent's staff, noting the name of the TPWD Headquarters staff who approved the alternative process.

3.4.3. Ownership transactions that do not have the appropriate supporting documentation may be voided by TPWD. Examples of transactions that may be voided include, but are not limited to:

- Transfer of ownership without a Texas title;
- Transfer of ownership with no out-of-state title or registration provided (registration information is required for non-titling states);
- Transfer of ownership with partial or no title assignment;
- Transfer of ownership with no release of lien when a lien is listed on record;
- Transfer of ownership with no signature of seller;
- Title issuance with no Manufacturer Statement of Origin (MSO) or Builders Certificate or inaccuracies on MSO assignment on a new vessel or outboard motor;
- Transfer of ownership with no supporting documents supporting the authority to sell on behalf of the deceased owner, including an heirship affidavit, letters of testamentary, court order, trust, power of attorney, etc.;
- Transfers with obvious forgery or alteration on any part of the transaction;
- Transactions that transferred the wrong vessel or outboard motor;

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

- Transactions that have no serial number (HIN/MIN) on record (does not apply to registration of a USCG documented vessel);
- Transfer of ownership with an invalid marine dealer licensee number;
- No bill of sale, no invoice or tax affidavit signed by both seller and purchaser;
- Right of Survivorship form completed after owner of record is deceased;
- Use of Power of Attorney after the owner of record is deceased; or
- Fraudulent and/or false entry of customer information.

3.4.4. All transaction paperwork, titles, decals and registration cards required for processing transactions must be batched and submitted to TPWD Headquarters weekly. This paperwork shall be received not later than the following Friday of the next business week. Delays in the submission of the associated documentation may result in the delay of titles and other items that are fulfilled by TPWD Headquarters. Each Agent shall submit paperwork in accordance with the TPWD Document Packaging and Processing Procedures stated within the BRITS Users Manual.

3.5. Inventory:

- 3.5.1. The Agent offices will be issued registration decal inventory and ID card stock to be used for all registration transactions. The Agent shall be responsible for maintaining an inventory record of the registration decals as they are issued by reconciling each decal against the Decal Distribution Log Report, which is available in BRITS, and accounting for any discrepancies.
- 3.5.2. The Agent shall accept inventory mailed to the Agent by confirming receipt of the assigned inventory in BRITS. The Agent is responsible for verifying the accuracy of the inventory by comparing the physical inventory received to the TPWD Decal Consignment Confirmation Form received with the inventory shipment. The form will ensure that: (a) the Agent received the proper inventory requested; (b) the inventory sent corresponds to the inventory listed on the Decal Consignment Confirmation Form; and (c) the Agent receives instructions about how to confirm receipt of the inventory in BRITS and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BRITS, or notify the TPWD Boat Section Field Liaison phone bank in the event of any discrepancies, within seven (7) calendar days of inventory delivery. The inventory will not be available for use until its receipt is confirmed in BRITS. Unused inventory must be accounted for and returned when no longer valid for use.
- 3.5.3. Registration decals that are voided must be attached to the Void Request Form and sent in with all other transaction paperwork.
- 3.5.4. The Agent is responsible for assigned inventory consisting of registration decals and ID card stock paper. If the Agent cannot account for assigned inventory, the Agent shall be responsible for remitting the value of the lost inventory at a rate of \$53 per piece of inventory. TPWD will not ship additional inventory until payment for lost inventory is received.
- 3.5.5. TPWD will monitor Agent's lost inventory payments and, after two such instances, TPWD will require Agent to provide a reason for the repeat circumstances and a corrective action plan to ensure no further instances of lost inventory. If not satisfied with the corrective action plan, TPWD reserves the right to suspend the Agent from acting on behalf of TPWD.
- 3.5.6. Agent shall receive applications, forms and other documents from TPWD in order to complete transactions. These documents are considered supplies, not assigned inventory,

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

in that they have minimal monetary value. All forms can be printed from the agency web site at: <http://tpwd.texas.gov/fishboat/boat/forms/>

- 3.5.7. Additional supplies can be requested by calling (512) 389-4479 or emailing BoatSupplies@tpwd.texas.gov. Additional decal inventory can be requested by submitting a request in writing to the TPWD Boat Section Field Liaison phone bank either by fax at (512) 389-8323 or by email to BoatSupplies@tpwd.texas.gov. Requests should include the requestor's name and Agent Location, the quantity and expiration year of the decal inventory requested, and a contact phone number.
- 3.6. Staff: The Agent shall:
 - 3.6.1. Maintain staff that is adequately trained in the maintenance and use of the BRITS application. Agent shall ensure that all staff that works with the public has a general knowledge of the services available and general knowledge of laws and regulations that apply to each service as listed under the "Basics to Boat Transactions" training document and the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices.
 - 3.6.2. Not release information regarding a boat or outboard motor with a status of "Stolen." Each Agent office shall contact TPWD to verify that the status is valid and notify their County, City or TPWD law enforcement to provide information for recovery of the stolen asset. This notification will not apply to situations where an insurance company is transferring ownership due to the payment of a customer's theft claim.
 - 3.6.3. Submit a BRITS Log-in Request Form (PWD 0057B) if any Agent has a change regarding a current user of the system. This form must be signed by the Agent representative. User changes include termination of employees, addition of employees or a change in an employee's duties related to the system. User log-ins will not be shared or transferred from one employee to another.
 - 3.6.4. Notify TPWD Boat Titling and Registration Liaison at (512) 389-4393 or (512) 389-8090 of any change in staff, office supervisor, business or mailing address, contact email address, or phone number.
 - 3.6.5. Request any changes for user's roles at least two (2) days in advance of the needed change.
- 3.7. Sales Commission: Agent will be paid a 10% (Ten percent) commission, or any other amount as established by the Texas Legislature, on TPWD fees for sales made by the Agent as stated under the Texas Parks and Wildlife Code, Chapter 31, Sections 31.0341(b) and 31.048(b).
- 3.8. System Configuration and Use: The Agent shall:
 - 3.8.1. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession of materials (including inventory items) or supplies furnished under this Agreement to a party other than the Agent's satellite office locations.
 - 3.8.2. Contract with TxDMV to support the internet connections and printers necessary to conduct TPWD-related transactions.
 - 3.8.3. Maintain appropriate inventory of ID card stock paper, applications, forms and decals based upon sales volume. In order to responsibly budget resource expenditures, TPWD may limit the quantities of supplies based on the number of transactions processed by each Agent.
 - 3.8.4. Notify TPWD immediately if any unauthorized user obtains access to the system. Until TPWD receives such notification, the Agent understands and agrees that the Agent shall continue to be responsible for payment for all transactions that are processed through the Agent's users.

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COUNTY BOAT AGENT AGREEMENT

3.9. Recordkeeping: The Agent shall:

- 3.9.1. Allow employees or representatives of TPWD or the Texas State Auditor's Office access to Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas, 78744. Further, Agent will allow TPWD and/or the Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of Agent to allow access to or provide records as required under this Agreement is a material breach.
- 3.9.2. Comply with the Texas Sales Tax remittance requirements as outlined in the Texas Tax Code and Chapter 31 of the Texas Parks and Wildlife Code.

3.10. Other Requirements: The Agent shall:

- 3.10.1. Not accept customer's remittances for transactions if the system is unavailable.
- 3.10.2. Furnish to TPWD, without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.
- 3.10.3. Allow authorized employees or representatives of TPWD access to Agent's premises during normal hours of business.
- 3.10.4. **Be responsible for its actions and those of its employees, officers, or agents and, to the extent permitted by law, indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of the Agent, its employees, officers, or agents.**
- 3.10.5. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees or TPWD Commissioners that may be involved, either directly or indirectly, in any aspect of Agent's issuance of items under this Agreement.
- 3.10.6. Implement and follow all rules and procedures provided in writing to Agent or available from TPWD's web site.

4. **TPWD RESPONSIBILITIES:** TPWD will:

- 4.1. Designate a contact person to coordinate and to help resolve any issues between TPWD and Agent expeditiously and fairly. TPWD will provide training aids for Agent and Agent's employees.
- 4.2. Maintain a help desk to provide assistance to Agent.
- 4.3. Provide Account Notices prior to sweeping funds from Agent's account(s) and daily activity reports.
- 4.4. Provide supplies and materials needed to perform duties under this Agreement such as ID card stock paper, applications, decals, void request forms and other related forms.

5. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

6. **FORCE MAJEURE:** Neither of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the Agent. To obtain release based on force majeure, Agent shall file a written request with TPWD and receive written approval.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

7. **WAIVERS:** Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.
8. **ASSIGNMENT:** Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. This does not apply to a change of County Tax Assessor/Collector.
9. **DISPUTES:** The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Chapter 2260.
10. **SPECIAL CONDITIONS:** TPWD may cancel this Agreement without penalty if subsequent law necessitates cancellation. Nothing in this Agreement is intended to waive any sovereign or governmental immunity to which TPWD is entitled under law.
11. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar day's written notice. TPWD may terminate this Agreement without notice immediately following a material breach by Agent. Upon termination of this Agreement the Agent shall:
 - 11.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;
 - 11.2. Submit all processed transaction documentation according to established schedule or prior to closeout;
 - 11.3. Provide a listing of all employees with electronic access for deactivation; and
 - 11.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.
12. **RIGHT TO AUDIT:** Agent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.
13. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

For TPWD:
Texas Parks and Wildlife Department
Boat Titling and Registration Section
Attention: Julie Aronow
4200 Smith School Road
Austin, Texas 78744

For AGENT:
Blanco County
Attention: Ms. Kristen Spies
101 E Cypress
Johnson City, Texas, 78636-0465
14. **COMPLETE AGREEMENT:** This Agreement and the attached Schedules 1 and 2 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may be amended by written agreement of both Parties, which will be attached to the original agreement. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.
15. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

16. **SIGNATURE AND DELIVERY INSTRUCTIONS:** Agent shall sign this page and send to TPWD. Upon signature of TPWD's representative, a copy of the completed agreement will be made and sent back to Agent for its records. If original signatures are desired for Agent's copy, Agent shall obtain signatures on two identical agreements and, upon receipt, TPWD's representative will sign both and return the second back to Agent.
17. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** By entering into this Agreement, the Agent certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- 1) All persons employed to perform duties within Texas, during the term of the Agreement; and
 - 2) All persons (including subcontractors) assigned by the Agent to perform work pursuant to the Agreement, within the United States of America.

The Agent shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Agent, and Agent's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Agent may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

County Agent
Title: Blanco County Judge
Date: _____

Texas Parks and Wildlife Department
Title: Director of Purchasing and Contracts
Date: _____

County Agent
Title: Blanco County Tax Assessor Collector
Date: _____

County Agent
Title: _____
Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 1
Schedule for Sweeping Revenue
Between TPWD and Blanco County County Tax Assessor-Collector (Agent)

1. Scheduled Sweeps:

- 1.1. Account Notice Date will occur on Monday each week. The Scheduled Sweep Date (Wednesday) shall occur two (2) business days after the Account Notice (Monday). Whenever the scheduled sweep date falls on a U.S. Federal Reserve holiday, the scheduled sweep date will be the next business day after the holiday. (See Scheduled Sweeps, Para. 3.1.8).
- 1.2. The Account Notice will encompass one Sales Period and include the sales made during each Day of Sales that the office was conducting business. The Sales Period begins on Monday and ends on Sunday.
- 1.3. Offices with substations that deposit funds into the same bank account can generate an Agent Activity Report and Account Notice for each office. A combined Agent Activity Report and Account Notice will be available which shows the combined totals for all offices with the same bank account.

NO CHANGE

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Blanco County Office Information

MAIN OR PRIMARY OFFICE:

1. County Office Name: _____
 2. Federal Employer's Identification Number: _____
 3. Bank Account Type Checking or Savings
 4. Routing/Transit Number: _____
 5. Account Number: _____
 6. Mailing Address: _____
City, State, Zip: _____
 7. Physical Address: _____ Or Check if same as mailing address
City, State, Zip: _____
 8. Office Contact Information:
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Fax Number: _____
-

SATELLITE OR SUB-OFFICE:

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: _____
City, State, Zip: _____
7. Physical Address: _____ Or Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Fax Number: _____

SATELLITE OR SUB-STATION OFFICE(S):

NO CHANGE

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: _____
City, State, Zip: _____
7. Physical Address: _____ Or Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Fax Number: _____

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: _____
City, State, Zip: _____
7. Physical Address: _____ Or Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Fax Number: _____

COPY AND PROVIDE ADDITIONAL SHEETS IF NEEDED FOR ADDITIONAL LOCATION(S).

COPY

**INTERLOCAL COOPERATION AGREEMENT
FOR PRISONER HOUSING**

THIS AGREEMENT is made and enter into this 17 day of August, 2020, by and between COUNTY OF BLANCO, TEXAS; a political subdivision of the great State of Texas, herein after referred to as "BLANCO", and COUNTY OF MASON, TEXAS, also a political subdivision of the great State of Texas, herein after referred to as " MASON".

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

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

WHEREAS, BLANCO and MASON desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and,

WHEREAS, BLANCO and MASON mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

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

I. Term of Agreement

The term of this Agreement is for twelve months from date of acceptance by BLANCO and shall be automatically renewed for successive one-year terms thereafter unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, or as set forth in section VII hereof, and subject to the terms of termination set forth in section VII.

II. BLANCO Duties

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

Provide MASON and its Sheriff's Office with access to and use of the BLANCO County Jail Facilities for the holding and incarceration of MASON prisoners on a space available basis, including but not necessarily limited to, adequate personnel necessary to supervise such prisoners, clothing, food, routine medical services, and other appropriate necessities with respect to the number of prisoners that BLANCO is holding in its jail facilities for MASON. BLANCO agrees to provide MASON with access to and the use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights hereinafter set forth.

Routine medical services include on-site sick call provided by on-sight 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 BLANCO's facility, prescription drugs and treatment, or surgical, optical, dental or mental health care, and does not include costs associated with any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, BLANCO shall contact MASON, through the Sheriff or his designated representative, as soon as possible to inform MASON of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required hospitalization.

In the event that BLANCO Jail Facility shall be at maximum capacity, BLANCO reserves the right to require the removal or transfer of MASON's prisoners within eight (8) hours after notice to MASON, and BLANCO agrees to notify MASON as soon as possible when a MASON prisoner must be removed from the BLANCO facilities because of capacity limits.

In no event shall BLANCO be required to accept MASON prisoners under the terms and conditions of this Agreement if such transfer of prisoners will cause BLANCO Jail facilities to be in violation of the Texas Jail Standards Commission. BLANCO, in its sole discretion, shall determine whether a MASON prisoner shall be accepted for incarceration by BLANCO. Nothing contained herein shall be construed to compel BLANCO to accept any prisoner if it would place BLANCO in violation of any law or regulation or court order.

Nothing contained herein shall be construed to compel BLANCO County Sheriff, acting in his official capacity as keep of the jail, to accept any prisoner for any reason. The BLANCO County Sheriff, in his sole discretion, shall have the right to refuse to accept or to require the removal of any prisoner from the BLANCO County Jail if her feels it is in the best interest of BLANCO.

III. MASON Duties

MASON agrees to bring with each prisoner delivered to the BLANCO County Jail all packets, jail cards, classification data and other information in the possession of MASON regarding each prisoner, and has the duty to immediately advise BLANCO of any known dangerous propensities and medical issues, including but not limited to, special diet, medications, or exercise regimen applicable to each prisoner delivered to BLANCO.

MASON shall be responsible for providing the personnel and equipment to administer to MASON's prisoners during court proceedings and transport of prisoners to and from court proceedings.

MASON shall be responsible for providing guard service if any of its prisoners are admitted to a hospital or other medical facility. If manpower is unavailable, BLANCO may provide this guard service at a rate of \$45.00 per hour per officer for which MASON agrees to pay BLANCO.

MASON shall be solely in charge or responsible for the computation or processing of inmate time of confinement, including, but not limited to, computation of good time, awards/credits and discharge dates. It shall be the responsibility of MASON to notify BLANCO of the discharge date for an inmate at least twenty-four (24) hours before such date. BLANCO will release inmates only when such release is specifically requested in writing by MASON's Sheriff. However, it is agreed that the preferred and usual course of dealing between parties shall be for MASON to pick up and return inmates to MASON before their discharge date, and for MASON to discharge the inmate from its own facility. MASON is responsible for all paperwork, arrangements and transportation for inmates to be transferred to TDCJ, Institutional Division.

IV. Operations and Safety

BLANCO shall be in charge of all control techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regards to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper executions and completion of the duties and obligations of BLANCO state in this Agreement, and give all attention necessary for such proper supervision and direction.

Pursuant to Texas Government Code Chapter 791, all BLANCO jailers and assistant jailers shall be commissioned peace officers.

BLANCO and MASON hereby agree that BLANCO will not house any injured prisoner unless MASON has furnished an acceptable medical release, signed by medical personnel, certifying that the prisoner may be incarcerated.

BLANCO and MASON understand and agree that neither entity is an agent, employee, servant or representative of the other entity, that each entity is responsible for its own acts, deed, negligence and/or omissions and for those of its agents or employees, and that neither entity's respective agents, employees, servants or representatives shall represent themselves to be agents, employees, servants or representatives of the other entity.

MASON agrees to indemnify and hold harmless BLANCO, its agents, officers and employees from any and all claims, costs, damages, judgments and other expenses, including reasonable attorney's fees, arising from injuries to persons or damage to property occurring in connection with the performance of BLANCO, or its agents, officers and employees duties pursuant to this agreement which relate to the housing of MASON prisoners unless such injuries or damages are a result of the negligent or intentional wrongful acts or omissions of BLANCO's agents, officers or employees or acts outside of the scope of the employment of BLANCO's agents, officers or employees.

V. Written Communications

The address of BLANCO is:

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

The address of MASON is:

Mason County Judge
P.O. Box 1726
Mason, TX 76856

VI. Compensation

For the services hereinabove stated, MASON agrees to pay BLANCO, for the full performance of this Agreement, the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00) for each day or any portion of a day that each MASON prisoner is confined in BLANCO's facilities. The term "day" is defined as 12:00:00 am through 11:59:59 pm Central Standard Time.

MASON further agrees to reimburse BLANCO for damages which are directly caused to BLANCO facilities or employees by the direct action of a MASON prisoner unless such damages are the result of the gross negligence or intentional acts of BLANCO or its agents, officers or employees.

MASON agrees to fully and promptly reimburse BLANCO for all medical expenses and all directly related transportation costs incurred by BLANCO and medically necessary to the health, safety and welfare of MASON's prisoners. BLANCO has the right to arrange for the hospital or health care provider to bill MASON directly for costs of the transportation, hospitalization and/or medical care, rather than BLANCO paying the costs and billing the same to MASON.

BLANCO will submit an itemized invoice for services provided each month to MASON. MASON shall make payment to BLANCO within thirty (30) days after the receipt of the invoice. Payment shall be in the name of BLANCO County, Texas and shall be remitted to:

Blanco County Sheriff's Office
Attn: Lea Elsbury
400 US HWY 281 South
Johnson City, TX 78636

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of MASON under this Agreement. MASON further agrees that BLANCO shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

VII. Termination

This Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other party. In the event of such termination by either party, BLANCO shall be compensated for all services performed through the date of termination, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should BLANCO be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by his Agreement, then MASON shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

VIII. Entire Agreement

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

IX. Jurisdiction

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

X. Severability

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

XI. Assignability

Neither party may assign any rights or duties created by this Agreement without the other party's prior written approval. MASON acknowledges that no BLANCO officer, agent,

employee or representative has any authority to grant such assignment unless BLANCO County Commissioners Court expressly grants that authority. BLANCO acknowledges that no MASON officer, agent, employee, or representative has any authority to grant such assignment unless MASON County Commissioners Court expressly grants that authority.

XII. Legal Authority

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

Executed in multiple originals on the 17 day of August, 2020.

AGREED TO
BLANCO COUNTY, TEXAS

AGREED TO
MASON COUNTY, TEXAS

By: [Signature]
County Judge

By: _____
County Judge

Date: 08-17-2020

Date: _____

By: [Signature]
County Sheriff

By: _____
County Sheriff

Date: 08-17-2020

Date: _____

Approved to this form:

Approved to this form:

By: Rebekah Whitworth
County Attorney

By: _____
County Attorney

Date: 8-17-2020

Date: _____



 **Hill Country**
Children's Advocacy Center
Safety ~ Justice ~ Healing ~ Education

COPY

Memorandum of Understanding (MOU)

We, the undersigned agencies, by and through our supervisory heads and through our designated representatives, do hereby agree to support the concept of and the philosophy of the **Hill Country Children's Advocacy Center** and to active involvement in implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention and prosecution.

We recognize that this collaborative approach, core to the children's advocacy center model, has a well-documented record of improving outcomes for (1) child abuse cases in both the criminal and child protection systems; and (2) the lives of children and families impacted by abuse. Therefore, the undersigned agencies hereby agree to work collaboratively:

- To minimize the re-victimization of children and protective family members as they go through the investigation, assessment, intervention, and prosecution process; and
- To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

It is expressly understood that each agency will work within its own, unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.

The MOU must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

We, the undersigned, have reviewed and hereby accept and endorse the **Hill Country Children's Advocacy Center** MOU.

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

Signature Printed Name Title/Agency Date

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Hill Country

Children's Advocacy Center

Safety ~ Justice ~ Healing ~ Education

Multidisciplinary Team Working Protocols

Blanco, Burnet, Lampasas, Llano and
San Saba Counties

Updated: June 2020

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I. Hill Country Children’s Advocacy Center

A. Mission: To provide children and non-offending family members/caregivers a stable path to justice and healing through efficient, coordinated and trauma-informed services in the aftermath of abuse or violent crime.

B. Vision: To Ensure safety, seek justice and promote healing.

C. Hill Country Children’s Advocacy Center (HCCAC), hereafter referred to as “the Center”, is a non-profit organization as classified by Section 501c(3) of the Internal Revenue Code.

II. Goals and Objectives

A. The multidisciplinary team approach to child abuse investigation brings together the various professionals involved in a child abuse/neglect case. It allows professionals from different entities and disciplines to develop strategies for working together to meet their specific obligations while reducing the amount of trauma felt by the child victim. The benefits of the multidisciplinary approach are a reduction in the number of interviews with victims, as well as a more thorough assessment of children and caregivers’ needs.

III. Case Criteria for Multi-Disciplinary Team Response

A. The Center provides services for cases referred by Department of Family and Protective Services (DFPS), Law Enforcement (LE) or District / County Attorney (DA/CA) offices for children ages 0-17, mentally disabled adults, as well as their non-offending family members/caregivers, that meet the following criteria:

1. Any sexual abuse case in which a professional reporter or partner agency is involved;
2. Any serious physical abuse case;
3. Any child who is witness to or involved in serious criminal acts (such as homicide, burglary, domestic violence, drug use, etc.);
4. Any other situation in which a video recorded interview will be in the best interest of the child; adults with disabilities are accepted upon case staffing and deemed appropriate;
5. Any other situation in which a written statement or recorded audio statement at the Center will be in the best interest of the child or prosecution of the case.

IV. Multi-Disciplinary Team

A. The Center's Multi-Disciplinary Team consists of the following agencies: HCCAC staff; 27th, 33rd, 424th, 452nd Judicial Districts; Blanco, Burnet, Lampasas, Llano and San Saba County Attorney offices; Juvenile Probation Offices for respective counties, contracted SANE's, contracted Medical Director, Highland Lakes Family Crisis Center, CASA, DFPS, Bertram PD, Blanco PD, Blanco SO, Burnet PD, Burnet SO, Cottonwood Shores PD, Granite Shoals PD, Horseshoe Bay PD, Johnson City PD, Kempner PD, Lampasas PD, Lampasas SO, Llano PD, Llano SO, Lometa PD, Marble Falls PD, San Saba PD, San Saba SO, Sunrise Beach PD.

B. Roles and Responsibilities of the MDT:

1. Department of Family and Protective services (DFPS)

Role: Cases handled by the Texas Department of Family & Protective Services are those identified by the Texas Family Code, Chapter 261, which involve:

- a) *A parent, guardian, managing or possessor conservator or foster parent of the child;*
- b) *A member of the child's family or household as defined by Chapter 71 of the Texas Family Code;*
- c) *A person with whom the child's parent cohabits; and*
- d) *School personnel or volunteers at a child's school or daycare.*

Role of DFPS on the Multi-Disciplinary Team:

- a) *Strive to conduct joint investigations of cases with law enforcement.*
- b) *Participate in the regularly scheduled coordinated case review meetings.*
- c) *Refer child victims and/or witnesses of serious physical abuse, sexual abuse, or other violent crime to the Center for appropriate CAC services.*
- d) *Contact the other investigating agency representative prior to or immediately following the interview being scheduled.*
- e) *Observe interviews of the assigned cases.*
- f) *Provide the Center with dispositions of their cases.*
- g) *Take possession of the video recording and any other evidence produced by the interview (i.e. drawings) and store at the DFPS offices for any cases they are involved in.*

2. Law Enforcement

Role: Law Enforcement Agencies are responsible for conducting criminal investigations of child abuse cases in which a crime may have occurred as defined by the Texas Family Code and the Texas Penal Code.

Role of Law Enforcement in the Multi-Disciplinary Team:

- a) *Strive to conduct joint investigations of cases with DFPS.*

- b) *Participate in the regularly scheduled coordinated case review meetings.*
- c) *Refer child victims and/or witnesses of serious physical abuse, sexual abuse, or other violent crime to the Center for appropriate CAC services.*
- d) *Contact the other investigating agency representative prior to or immediately following the interview being scheduled.*
- e) *Observe interviews of the assigned cases.*
- f) *Provide the Center with dispositions of their cases.*
- g) *Take possession of the video recording and any other evidence produced by the interview (i.e. drawings) and store according to evidence policy for each individual agency for any cases they are involved in.*

3. Prosecutors (District and County Attorney's offices)

Role: Prosecute all criminal/civil cases of physical abuse, sexual abuse and neglect of a child where the offender is either juvenile or adult.

Role of Prosecutors in the Multi-Disciplinary Team:

- a) *Prosecutors will provide the Center dispositions of the cases which are prosecuted or presented before grand jury.*
- b) *Prosecutors will participate in the regularly scheduled coordinated case review meetings.*
- c) *Communicate to investigating agencies what information needs to be gathered to ready a case for prosecution.*
- d) *Provide court preparation to victims and witnesses, as needed or requested.*
- e) *Be available throughout the course of the investigation for consultation.*

4. Sexual Assault Nurse Examiners

Role: Perform a medical forensic sexual assault examination on children, ages 0-17, that have been approved by the District Attorney's Office or Law Enforcement (according to the standard procedure followed in each jurisdiction). Perform a medical examination on children, ages 0-17, that have been requested by DFPS, law enforcement or the District/County Attorney's Office.

Role of Sexual Assault Nurse Examiners in the Multi-Disciplinary Team:

- a) *The Sexual Assault Nurse Examiners will attend the regularly scheduled coordinated case review meetings in order to provide information regarding sexual assault examinations on cases that are scheduled to be reviewed.*
- b) *Share information regarding findings from medical exams with MDT members involved in the case following the exam.*

c) *Be available throughout the course of the investigation for consultation and to provide medical expertise regarding cases.*

d) *Attend regularly scheduled medical case review.*

5. Contracted Mental Health Providers

Role: Provide appropriate specialized therapeutic treatment services to include Trauma Focused Cognitive Behavior Therapy (TFCBT) for child victims and non-offending family members.

Role of contracted Mental Health Providers in the Multi-Disciplinary Team:

a) *Upon referral from HCCAC, contracted mental health providers will provide evaluation and treatment appropriate to the client's needs and development.*

b) *Upon request by the MDT facilitator attend case review meetings on victims or families which have been referred.*

c) *Provide the CAC with information to confirm that a victim or family members have accessed counseling services.*

6. HCCAC Staff

Role: Provides services for cases referred by DFPS, LE or DA/CA offices for children ages 0-17, mentally disabled adults, as well as their non-offending family members/caregivers.

Role of HCCAC Staff in the Multi-Disciplinary Team:

a) *Forensic Interviewers, Family Advocates, MDT Coordinators and on-site Therapists will share case information, attend case review meetings and provide on-going support and services to the team and their unique roles.*

b) *The MDT Coordinator is responsible for establishment and adoption of protocols and procedures for appropriate processing of Statewide Intake Reports (SWI) including, but not limited to: roles and responsibilities, interagency communications/coordination and records retention.*

c) *HCCAC Staff is responsible for ongoing activities and efforts to assess the strengths and challenges facing the multidisciplinary team and implementation of strategies intended to enhance the collaborative approach to investigation, assessment, intervention and prosecution of child abuse cases as per the HCCAC's current and executed Memorandum of Understanding (MOU) and Working MDT Protocols.*

C. Conflict Resolution

1. Each member of the Multi-Disciplinary Team will respect the opinion of the other team agencies involved. If conflict or disagreement arises as to the investigation, interview, or follow-up during the course of the case, all efforts will be made to resolve the conflict in a professional manner. Jurisdictional matters which are not resolved between team members are to be determined by the respective agencies.

2. Every attempt will be made to settle the dispute between agency heads or representatives. Any conflicts or divergence from the practice and procedures that occur between agencies regarding cases being addressed by the Center may be taken to the Center's Program Director for mediation. If not resolved, the dispute will be taken to the Center's Executive Director. If not resolved, the dispute will be addressed in a meeting between designated agency representatives and the Center's Program Director and Executive Director or agreed upon neutral third party.

D. Confidentiality

1. All State and Federal confidentiality laws will be followed in connection with this agreement.

2. For clarification of the mandate referenced below, "Department" refers to the Texas Department of Family and Protective Services as outlined in the Texas Family Code (TFC) Chapter 264.001. The Hill Country Children's Advocacy Center will adhere to Section 264.408 "Use of Information and Records; Confidentiality and Ownership" in the Texas Family Code as stated below:

§ 264.408. USE OF INFORMATION AND RECORDS; CONFIDENTIALITY AND OWNERSHIP.

(a) The files, reports, records, communications, and working papers used or developed in providing services under this chapter are confidential and not subject to public release under Chapter 552, Government Code, and may only be disclosed for purposes consistent with this chapter. Disclosure may be to:

(1) the department, department employees, law enforcement agencies, prosecuting attorneys, medical professionals, and other state agencies that provide services to children and families; and

(2) the attorney for the child who is the subject of the records and a court-appointed volunteer advocate appointed for the child under Section 107.031.

(b) Information related to the investigation of a report of abuse or neglect under Chapter 261 and services provided as a result of the investigation is confidential as provided by Section 261.201.

(c) The department, a law enforcement agency, and a prosecuting attorney may share with a center information that is confidential under Section 261.201 as needed to provide services under this chapter. Confidential information shared with or provided to a center remains the property of the agency that shared or provided the information to the center.

(d) A videotaped interview of a child made at a center is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the videotaped interview is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the matter involving the child is not prosecuted, the videotape is the property of the department if the matter is an investigation by the department of abuse or neglect. If the department is not investigating or has not investigated the matter, the videotape is the property of the agency that referred the matter to the center. If the center employs a custodian of records for videotaped interviews of children, the center is responsible for the custody of the videotape. A videotaped interview may be shared with other agencies under a written agreement.

(d-1) A video recording of an interview described by Subsection (d) is subject to production under Article 39.14, Code of Criminal Procedure, and Rule 615, Texas Rules of Evidence. A court shall deny any request by a defendant to copy, photograph, duplicate, or otherwise reproduce a video recording of an interview described by Subsection (d), provided that the prosecuting attorney makes the video recording reasonably available to the defendant in the same manner as property or material may be made available to defendants, attorneys, and expert witnesses under Article 39.15(d), Code of Criminal Procedure.

(e) The department shall be allowed access to a center's videotaped interviews of children.

V. Facility

A. The primary objective of the Center is to provide children with a comfortable, private, neutral, child-friendly environment while they are receiving services related to an alleged incident of abuse/neglect or as witness to a possible criminal act. The Center will provide a location where child victims of abuse and their non-offending caregivers can receive advocacy services in one location to help reduce trauma to the child.

B. Alleged Perpetrators are prohibited from the property of the Center.

1. Should the alleged perpetrator be a juvenile and receiving a service at HCCAC, as agreed upon by the MDT, the Center staff will ensure the juvenile alleged perpetrator does not have contact with any other children that may be in the Center.

VI. Collaborative Activities and Services

A. Intake and Coordination

1. The Center employs a Multidisciplinary Team (MDT) Coordinator who is responsible for reading through Statewide Intake Reports, identifying cases that meet HCCAC case criteria, contacting appropriate agencies and coordinate services at HCCAC, if appropriate. The MDT Coordinator will also assist in organizing training opportunities for the Team.

a) Other staff at HCCAC such as, Forensic Interviewers, Family Advocates, Program Assistant and Program Director, may assist in coordination of services based on availability of the MDT Coordinator.

2. Referrals from DFPS and/or Law Enforcement can be received by phone or email to HCCAC. Based upon case criteria, appropriate services will be scheduled and coordinated with other appropriate MDT members.

a) When services are scheduled, HCCAC staff will fill out an Intake Form with appropriate information for the delivery of services.

3. The MDT Coordinator or designated back-up will receive intake reports directly generated by Department of Family and Protective Services (DFPS) Statewide Intake. The HCCAC's role in reviewing the reports is to review and identify Statewide Intake reports within the case acceptance criteria as defined by the HCCAC's Working Protocol and facilitate children's advocacy center/multi-disciplinary team services related to case investigation, assessment and intervention. The children's advocacy center's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the children's advocacy center or any multi-disciplinary team partner agency as it relates to initiating and conducting investigations, assessments and/or interventions. No part of the receipt of Statewide Intake reports supplants any statutorily required duties of the children's advocacy center and/or multi-disciplinary team partner agency.

a) *All intake reports provided by DFPS Statewide Intake to the CAC are the property of DFPS and not the CAC. Because these intake reports are legally the property of DFPS and the CAC receives only a copy of the intake report that DFPS sends to the appropriate law enforcement agency, the CAC will follow its own organizational Records Retention Policy as it relates to client and case file information when determining how and when intake reports will be retained or destroyed. The CAC's multidisciplinary partner agencies, including but not limited to DFPS, law enforcement, and prosecution agencies, shall have access to the CAC's Records Retention Policy to ensure they are informed of the CAC's practice as it relates to the retention and destruction of intake reports.*

b) *Statewide Intakes are received via confidential email and reviewed by the MDT coordinator or a qualified, neutral employee to determine if the case meets HCCAC's case criteria. These SWI's are then logged into a confidential, secure database. SWI's are reviewed no more than 72 hours after receipt. DFPS and the appropriate Law Enforcement jurisdiction will be notified via email or phone of a SWI meeting HCCAC's case criteria. SWI's will be held digitally for one year after receipt, then securely deleted.*

4. By law, agencies responsible for investigating child abuse must cross report referrals of suspected child abuse. Law enforcement agencies will immediately make an oral report to the Texas Department of Family and Protective Services (DFPS) Child Abuse Hotline of any allegation they receive which accuses or involves a person responsible for a child's care, custody or welfare. DFPS will report to the proper law enforcement agency any case involving the alleged abuse or neglect of a child received at DFPS according to law and DFPS policy.

a) *The purpose of a coordinated response is to simultaneously gather information needed from DFPS and law enforcement so that both agencies may carry out their mandated responsibilities with efficiency and effectiveness reducing trauma to the child victim and non-offending caregiver/family member. Joint case strategies are developed due to the sharing of information. This approach has proven to provide a more coordinated response to child abuse cases and a sense of safety and consistency to the child and family.*

b) *HCCAC will also assist each discipline in contacting appropriate agencies as needed for a coordinated response. Such communications will be documented appropriately into the secure case tracking system.*

5. *After Hours Forensic Interviews and Family Advocacy will be made available for emergency situations.*

a) *The CAC will be available during business hours (M-Th 8-5 and Friday 8-12pm) and after business hours to respond to DFPS for cases related to a report of abuse that is made by a professional reporter and that alleges sexual abuse of a child or is a type of case handled by the center in accordance with the case criteria outlined in these working protocols; or a child fatality in which there are surviving children in the deceased child's household or under the supervision of the caregiver involved in the child fatality. Contact the CAC at 512-588-9382 to initiate/facilitate the MDT response.*

b) *If MDT members need to schedule an interview after regular business hours or on holidays, the investigator will contact the Center's Forensic Cell Phone (512-588-9382), which is answered 24/7 by HCCAC staff.*

c) *If the child is in immediate danger, center staff will make arrangements for a forensic interview either at HCCAC or a neighboring CAC;*

d) *The Center staff member responding to the call will contact a second staff member for availability;*

e) *If an interview is scheduled outside of regular business hours, team members will follow the same protocol for interviews outlined in these protocols.*

f) *At no time will HCCAC staff conduct services without a second staff member present.*

B. Forensic Interviews

1. Criteria for referral and receipt of FI:

a) *The child must be between 2-17. Adults with cognitive disabilities can also be referred. The case must meet at least one case criteria listed below:*

- Any sexual abuse case in which a professional reporter or partner agency is involved;
- Any serious physical abuse case;
- Any child who is witness to or involved in serious criminal act (such as homicide, burglary, domestic violence, drug use, etc.);
- Any other situation in which a video recorded interview will be in the best interest of the child; adults with disabilities are accepted upon case staffing and deemed appropriate;
- Any other situation in which a written statement or recorded audio statement at the Center will be in the best interest of the child or prosecution of the case.

Additionally, the recipient of the FI must have a way of clear communication as deemed appropriate by the Forensic Interviewer.

b) *A developmental assessment for all children and cognitively disabled adults will be conducted prior to the interview to determine if the child/adult is developmentally and linguistically able to participate in the interview process. Pre-school age children will have a more thorough assessment to determine appropriate interview techniques and to plan accordingly.*

c) *If there is question as to whether the child or adult with a mental disability has a way of communication, an appointment for an assessment can be made at the Center for the Forensic Interviewer to determine if their communication will be appropriate for an interview. At this time, the family can also receive other services at the Center.*

2. To schedule a forensic interview, the MDT member should call the forensic cell phone 512-588-9382, which is answered 24/7 by HCCAC staff. This number is available for on-call or emergency services after normal business hours and on holidays. After hours protocol will be followed as previously stated in this Working Protocol.

3. Interviewers determine appropriateness for conducting the interview based upon experience, training, and case type.

4. Pre-interview/Intake Process with Caregivers:

a) *HCCAC staff will greet the non-offending caregivers/child, provide them with HCCAC intake form, and build initial rapport.*

b) *The Forensic Interviewer will meet with the parent/guardian before the interview(s) to obtain information, answer questions, and to discuss the interview process;*

c) *The Forensic Interviewer will also meet with the child(ren) to introduce themselves and explain their job.*

5. Pre-Interview/Staffing with MDT Members:

a) *Team members participating in the case will discuss relevant issues with the interviewer and advocate prior to starting the interview.*

6. Recordings:

a) *All interviews are DVD recorded; recording equipment is controlled by the forensic interviewer.*

b) *Each DVD will be finalized to prevent over-writing*

c) *Representative from Law Enforcement and/or DFPS having jurisdiction will sign a Chain of Custody form for a copy of the recorded interview;*

d) *Original recordings will be kept in a secure location at HCCAC;*

e) *If the law enforcement agency with jurisdiction is not present for the interview, the recording will be sent, via certified mail, with return-receipt requested, to that agency. A chain of custody form will accompany the recording and is to be signed and returned to HCCAC upon receipt.*

f) *If other MDT members wish to view the interview, they may do so at the Center with permission from the District or County Attorney's office.*

7. Ownership of Records:

a) *The Hill Country Children's Advocacy Center will adhere to Section 264.408 "Use of Information and Records; Confidentiality and Ownership" in the Texas Family Code as stated below:*

b) *For clarification of the mandate referenced below, "Department" refers to the Texas Department of Family and Protective Services as outlined in the Texas Family Code (TFC) Chapter 264.001.*

§ 264.408. USE OF INFORMATION AND RECORDS; CONFIDENTIALITY AND OWNERSHIP.

(a) The files, reports, records, communications, and working papers used or developed in providing services under this chapter are confidential and not subject to public release under Chapter 552, Government Code, and may only be disclosed for purposes consistent with this chapter. Disclosure may be to:

(1) the department, department employees, law enforcement agencies, prosecuting attorneys, medical professionals, and other state agencies that provide services to children and families; and

(2) the attorney for the child who is the subject of the records and a court-appointed volunteer advocate appointed for the child under Section 107.031.

(b) Information related to the investigation of a report of abuse or neglect under Chapter 261 and services provided as a result of the investigation is confidential as provided by Section 261.201.

(c) The department, a law enforcement agency, and a prosecuting attorney may share with a center information that is confidential under Section 261.201 as needed to provide services under this chapter. Confidential information shared with or provided to a center remains the property of the agency that shared or provided the information to the center.

(d) A videotaped interview of a child made at a center is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the videotaped interview is the property of the attorney involved in representing the department in a civil action alleging child abuse or neglect. If the matter involving the child is not prosecuted, the videotape is the property of the department if the matter is an investigation by the department of abuse or neglect. If the department is not investigating or has not investigated the matter, the videotape is the property of the agency that referred the matter to the center. If the center employs a custodian of records for videotaped interviews of children, the center is responsible for the custody of the videotape. A videotaped interview may be shared with other agencies under a written agreement.

(d-1) A video recording of an interview described by Subsection (d) is subject to production under Article 39.14, Code of Criminal Procedure, and Rule 615, Texas Rules of Evidence. A court shall deny any request by a defendant to copy, photograph, duplicate, or otherwise reproduce a video recording of an interview described by Subsection (d), provided that the prosecuting attorney makes the video recording reasonably available to the defendant in the same manner as property or material may be made available to defendants, attorneys, and expert witnesses under Article 39.15(d), Code of Criminal Procedure.

(e) The department shall be allowed access to a center's videotaped interviews of children.

8. Forensic Interview - HCCAC Forensic Interviewers conduct interviews that are developmentally sensitive, using a forensically sound method of gathering factual information about exposure to violence and/or allegations of abuse. Interviews will be conducted in a room that is specially designed to be child friendly and conducted in a manner that is non-judgmental, non-threatening, non-duplicative, non-leading, culturally sensitive and neutral. All efforts will be made to coordinate each step of the investigative process to minimize the number of interviews to which the child is subjected. Forensic Interviews are recorded in an effort to minimize the number of times a child is questioned.

a) *Forensic interviewers at the Center are trained in the semi-structured narrative protocol process of forensic interviewing that meets CACTX and NCA standards.*

b) *Forensic interviewers who are properly trained on the use of anatomical dolls and/or drawings may use these aids in the forensic interview, if needed. These tools should be used for purposes of body identification, body positions, and/or clarification purposes;*

(1) When anatomical dolls and/or anatomical drawings are used, the forensic interviewer will document the use of these tools in the client database;

(2) Forensic interviewers may have the child draw during a forensic interview to provide additional information about a case;

c) *In cases where the child's primary language is other than English an in-person interpreter will be scheduled by The Center through MasterWord. The interpreter must be certified and approved by the Center and MDT members;*

d) *Forensic interviewers trained on the introduction of evidence in a forensic interview may use evidence in a forensic interview as deemed necessary by the MDT. Evidence should only be used with permission from the MDT members involved in the case. Types of evidence may include internet chat logs, information posted on social network websites, diary entries, photos of injuries and/or people and other types of information pertinent to the case.*

e) *The only individuals allowed in the interview room during an interview will be the interviewer, the child and an approved certified interpreter, if needed.*

(1) If the child refuses to be left alone with the interviewer, the interview will not be conducted.

9. Law Enforcement investigators, DFPS investigators, district/county attorney's office personnel, and approved Center staff are the only individuals allowed to observe the forensic interview while it is being conducted; Interviews will ONLY be conducted if representation from law enforcement, prosecution or DFPS is present. On rare occasions, with investigative agency approval and based on the unique needs of the case, investigators may approve other team members to observe the interview as it is conducted.

a) Investigators viewing the interview will have an opportunity to speak with the interviewer during a break in the interview prior to conclusion of the interview to ensure all concerns have been addressed. If there is an emergent need while interview is being conducted, investigators are to contact the Program Director or other designated HCCAC staff member. Only in the event of possible harm to the interviewer or child will an investigator/viewer of the interview interrupt the interview.

10. Post-Interview: any information regarding the interview will be jointly shared with MDT Members. MDT Members will discuss referrals, make decisions, coordinate interventions and conduct collaborative case planning.

a) The investigator(s) involved in the case will meet with the parent/guardian in order to provide information on referrals for the child(ren) and/or family and to provide case information to protective caregivers as necessary;

b) Forensic Interviewer will not discuss case information or the interview with family members post-interview.

c) If an attorney or parent wishes to view an interview, permission must be granted by the designated prosecuting attorney. In such cases, the interview will be viewed at a site coordinated with and designated by the prosecuting attorney. Viewing of the recording by anyone other than an MDT member will not occur at the Center.

11. Subsequent interviews:

a) Only one interview will be conducted for each child who is referred to the Center. Second Interviews will be conducted keeping the interviewer consistent (if possible) and under the following conditions: court ordered by a Judge, requested by prosecuting attorney, Investigating agency receives an additional report of abuse, alleging a different perpetrator or another incident that has not been investigated, or additional information from the child is deemed necessary by MDT Members.

12. Multi-Session Forensic Interviews (MSFI):

- a) *Only a HCCAC professional trained in the process may conduct a MSFI. Children who would likely benefit from MSFI are those who have experienced multiple traumatic events, or have communication difficulties because of age, cultural differences and/or disabilities. Other situations may meet criteria established by the interviewer and the MDT.*
- b) *The MSFI consists of an initial discussion and decision made by the MDT. After an agreement from the parent or caregiver, an MSFI may include several sessions with the child. The interviewer will inform the parent and the child that sessions are for forensic purposes and that information obtained will be shared with the referring investigative agency. When the MSFI is completed, the outcome of the evaluation will be reported to the referring team member(s).*
- c) *Coordination of MSFI sessions will include HCCAC Forensic Interviewer schedule, MDT, child and caregiver schedules. MDT members MUST be present for the initial as well as all subsequent forensic interviews. No exceptions will be made.*

C. Victim Support and Advocacy

1. All children and non-offending family members/caregivers, who are referred by MDT members are eligible for Family Advocate services at HCCAC. The Center accepts referrals from law enforcement, DFPS, and/or the District and County Attorney Offices for services related to the investigation of reports of child abuse or neglect. Victim advocacy services are provided and coordinated to ensure a consistent and comprehensive network of support for the child and non-offending family members for the life of the case.
2. Center staff providing Family and Victim Advocacy services will receive specialized training in victim advocacy and professional development per Texas Standards for CACs and NCA such as, on-going education in the field of child abuse, effects of trauma, family needs assessment or relevant advocacy interventions.
3. Services provided by advocacy staff: crisis intervention, Crime Victim's Compensation information and assistance in filing, Crime Victim's Rights information, information regarding the criminal justice and Department of Family and Protective Services processes, multi-disciplinary team response information, education regarding dynamics of child abuse, referrals to outside community resources, court accompaniment, medical accompaniment and counseling referrals.

4. Family Advocates will make referrals to outside victim support agencies as needed on a case by case basis after staffing with the Program Director and MDT partners involved in the case. Advocates will obtain permission from the non-offending family members before making any referrals.
5. The family advocate will meet with the non-offending caregiver while the child is being interviewed, separate from any other children that may be present.
6. The family advocate will follow up with the non-offending caregiver no later than one week after the initial visit to the Center to assess the family needs and continue follow up on a routine basis as the family allows/continues to communicate with advocacy staff.
7. The family advocate will attend MDT case review meetings and provide updates to team members on family/caregiver status as appropriate for case coordination.

D. Medical Evaluation

1. The Center offers safe-child (physical abuse/neglect) exams and non-acute sexual abuse exams on-site. Exams will relate to the allegation of abuse/neglect, or a violent crime.
 - a) *Sexual abuse exams are available for children ages 0-17 with allegations of sexual abuse, a known offender is found to have access to the child, a sibling or other child in the home made an outcry or had an exam with findings.*
 - b) *Safe-child exams are available for children ages 0-17 with allegations of physical abuse, severe domestic violence, drug use in the home or around the child, or neglect.*
2. The Center has contracted medical providers available to conduct exams on-site as needed. Brave Alliance in Georgetown is available for acute exams as well as if a contracted provider is not available on-site at the time.
3. It is the responsibility of Law Enforcement to request/schedule a sexual abuse exam by calling the Forensic Cell Phone and notifying the family of any appointments or schedule changes. LE, DFPS, or prosecution can request/schedule a safe-child exam by calling the Forensic Cell Phone and notifying the family of any appointments or schedule changes.
4. If an acute sexual abuse exam (within 120 hours from the assault) is requested by LE, Center staff will refer team members to a medical facility or Brave Alliance for an exam.

5. If a child has been seen by a medical provider who does not specialize in child abuse, The Center's contracted medical providers are available to review the case to assess the need for additional evaluation and/or follow up care.
6. The purpose of the medical exam is to: help ensure the health, safety, and well-being of the child; diagnose, document and address medical conditions that resulted or could have resulted from abuse; differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions; diagnose, document and address medical conditions unrelated to abuse; document the overall appearance of the child; assess the child for any developmental, emotional or behavioral problems needing further evaluation and treatment and in coordination with the MDT, make referrals as necessary; and reassure and educate the child and non-offending caregiver/family members.
7. If emergency services are needed HCCAC staff or MDT members will call 911 to ensure the best interest of the child is being met.
8. Information obtained by the Nurse will be shared with the MDT. The Nurse will provide follow-up care information and referrals as needed.
9. Documentation of the exam becomes a part of the client's medical record and is HIPAA compliant, preserved separately in a secure room at HCCAC. Access to medical records is restricted to the SANEs and a custodian of records when applicable.
10. Forensic medical examinations at HCCAC will only be conducted by a SANE with pediatric experience and specialized, state approved training in sexual abuse assessments. SANEs providing exams to child victims at HCCAC will meet the Continued Education of Practice criteria as required by the Texas Office of the Attorney General every two years.

E. Mental Health Services

1. Therapy services are available at no cost to children (ages 2-18) who have received a forensic interview at HCCAC or another Children's Advocacy Center; when children make an outcry of abuse/neglect, or have witnessed a violent crime. Non-offending family members of these children are also eligible for services. A case staffing will be held to ensure the appropriateness for clients of the following criteria:
 - a) *Children who have not made an outcry of abuse/neglect;*
 - b) *Siblings of alleged victims;*
 - c) *Surviving family members of child deaths;*
 - d) *Surviving children of homicide victims;*
 - e) *Adults who received services as children; or*
 - f) *MDT referrals for therapy services without another qualifying service.*

2. Specialized, evidence-based, trauma-focused mental health services are available to clients of HCCAC as part of the multidisciplinary team response to child maltreatment. Mental health services are separate from forensic services and serve to assess and mitigate the long-term adverse effects of trauma or other diagnosable mental health conditions as they relate to trauma.
3. HCCAC employs licensed therapists for on-site therapy services as well as off-site services in our outer lying communities. HCCAC holds contracts with licensed therapists to provide services as needed. All Mental Health providers will maintain current licensure and liability insurance, as well as participate in ongoing education in child-maltreatment and evidence-based methodologies (including Trauma Focused Therapy) to maintain quality, specialized treatment for child victims.
4. Referrals to mental health services are conducted through the Family Advocate and approval by the Program Director and Clinical Director is required.
5. Mental health documentation for on-site therapy clients is documented and stored in the HCCAC database and information regarding attendance and progress through therapy is available to the MDT. Mental health documentation for off-site therapy clients is documented in the HCCAC database. Individual client records are stored and maintained at contracted off-site therapy locations. Documentation of mental health records are protected by HIPAA laws and regulations.
6. Client updates and information from on-site and off-site therapists will be shared during Multidisciplinary Team case review meetings, subject to confidentiality and governing laws. Provided that a release of information has been signed by the client or caregiver/legal guardian.
7. Off-site, contracted therapists are responsible for attending or providing information to the Center staff for MDT case review meetings.
8. Therapists employed by HCCAC also serve as clinical consultants to the MDT on issues relevant to child trauma and evidence-based treatments. As well as support the MDT in the monitoring of treatment progress and outcomes.

F. Case Review

1. HCCAC holds Case Review meetings once a month for each judicial district represented. Meeting days, times and locations are as outlined:

| County | District | Day / Time | Location |
|------------------------------------|--|---|--|
| Blanco, Burnet, Llano and San Saba | 33 rd and 424 th | 3 rd Wednesday of each month 9:00 AM | Reed Building 403 E Jackson, Burnet |
| Lampasas | 27 th | 1 st Wednesday of each month 1:30 PM | Lampasas County Courthouse Annex |

2. MDT members should make plans to attend, participate and provide an update on assigned cases. If MDT members are not able to attend and have updates, those should be provided to HCCAC staff to share at the meeting. MDT members include LE, DFPS, Prosecution, Victim Advocates, Medical, Mental Health professionals and CAC Staff.

3. All cases (excluding sensitive or strictly confidential cases), which have had a primary service initiated at HCCAC within the last 30 days or since the most previous case review meeting, cases that are actively under investigation by law enforcement, DFPS or prosecution and other cases as requested by MDT members will be reviewed.

4. Any team member may request a special staffing of a case involving child maltreatment. A case to be reviewed may include children who have not received a forensic interview at HCCAC, such as non-verbal children. MDT members will provide the information such as other team members involved in the case, victim/allegation information and any other special circumstances to ensure the safety of all involved.

5. If a team member wishes to refer a case for case review, they may contact the HCCAC MDT Coordinator by phone, email or in person.

6. Case review is facilitated by HCCAC's MDT Coordinator, and the process will include the following information in order:

- a) *Facts of the case, forensic interview details, and medical examination findings*
- b) *Law Enforcement and DFPS information/update/questions*
- c) *Prosecution information/update/questions*
- d) *Family/Victim Service information and referrals*
- e) *Mental Health Treatment and Counseling attendance and progress*
- f) *Follow-up Information and final evaluation*

7. HCCAC's MDT Coordinator, or Program Director in the absence of the MDT Coordinator, will facilitate each Case Review meeting.
8. Partner agencies are notified via email the week prior to the scheduled case review meetings. This notification will include an attachment with a list of all cases scheduled for review as set by HCCAC staff.
9. All case reviews will be documented by appropriate HCCAC staff members into the HCCAC database to include discussions, case decisions and case recommendations. This documentation is available to MDT members as requested on a case by case basis via confidential email or written documentation.
10. Follow up recommendations are addressed and will be discussed at the next Case Review meeting.

G. Case Tracking

1. HCCAC will maintain data on each case served through the Center. Demographic information, case information and investigation status/outcome will be collected and entered into the Center's secure, password protected, electronic database throughout the life of each case. This information will be used to track services offered and accepted by non-offending families/caregivers as well as for grant purposes and program evaluation to ensure continuous quality improvement. All contact with child victims or caregivers will be documented in the database. Documentation of client and/or MDT contact will be entered by the Center's program staff or trained volunteers who have signed a confidentiality agreement.
2. HCCAC statistical information collected will include, at a minimum: demographic information about all related primary and secondary victims served, demographic information about the alleged offender, type(s) of abuse, relationship of alleged offender to the child, services provided to the child and non-offending caregiver(s), MDT involvement and outcomes, charges filed and case disposition in criminal court, DFPS investigation outcomes, and status/outcome of medical and mental health referrals.
3. All information contained in the database will be made available to MDT members upon request to the Program Director. Information contained in the electronic database is considered confidential and release to parties outside the MDT requires a court-order.

VII. Review, Revision and Re-execution of Working Protocols

A. This agreement can be terminated by any party without cause by giving written notice to the other parties.

B. All State and Federal confidentiality laws will be followed in connection with this agreement. This working protocol must be re-executed, at a minimum, every three years, upon significant changes to the document, or upon change of authorized partner agency signatories.

D.A.D. Services Inc
703 Oak Drive, Blanco, Texas 78606
Office (210) 878-8100 or Fax (866)260-7687

TCEQ License #OS4089
E-Mail: txseptic@gmail.com

COPY

On-Site Sewage Facility
ESTIMATE/CONTRACT

Item 1 - CUSTOMER INFORMATION

Customer Name: CAMS Trust & Matthew D. & Sandra Ann Gustafson c/o Blanco County – Tommy Weir
Mailing Address: 2032 Trainer Wuest Road, Blanco, TX 78606
Telephone:
Job Site Location: 2032 Trainer Wuest Road, Blanco, TX 78606

Item 2 - PROJECT DESCRIPTION

Job Type: Residential-Installation
Type of Facility or Structure: 2 BR (<1500 Sq. Ft.)
Type of system proposed for this site: Septic Treatment with Leaching Panel Disposal

Item 3 - PROPOSAL INCLUSIONS & EXCLUSIONS

This bid "includes" the following:
1000 Gallon 2 Compartment Septic Tank
135 L.F. of 3' Wide Leaching Panels (27 Panels @ 5 L.F. each)
Plumbing to connect tank to house & disposal area
8 Hours of Rock Hammer Labor

Initial: _____

This bid "excludes" the following:

Over 8 Hours Rock Hammer Labor (\$90/Hour Subsequently)
Haul in of backfill material
Haul out of spoils from excavation
Removal of trees or brush
Landscaping of installation site or return visits to re-level soils after initial installation
Grass seeding or vegetation
Design
Permitting

Initial: _____

Item 4 - CHANGE ORDERS

- "Change Orders" requested by customer must be signed prior to the initiation of the changes. D.A.D Services Inc. reserves the right to request payment for changes prior to initiation. Any delays incurred which affect progress may require additional fees as well.
- If customer requests any additional Materials and/or Labor, there will be additional fees not included in this contract amount.

Initial: _____

Item 5 - DESIGN SPECIFICATIONS

- Refer to the On-Site Sewage Facility Design and/or Permit for specific dimensions and descriptions regarding information pertaining to the On-Site Sewage Facility.

Item 6 - ESTIMATED CONTRACT LENGTH

- Approximately 7-10 working days. Weather permitting.

Item 7 - INSURANCE & LIABILITY

- All materials delivered to the job site become the responsibility of the customer to insure against theft, vandalism, and acts of nature. D.A.D Services Inc. recommends the property owner purchase "Builder's Risk" insurance to protect this investment. D.A.D Services Inc. will not be responsible for

any materials after delivery to the jobsite. D.A.D. Services, Inc. will not be responsible for damage to any underground pipes, wires, structures, or any other objects that are not identified and exposed by the property owner.

Item 8 - PAYMENT TERMS

- A 50% payment of the contract amount must be remitted at the time of tank setting. Upon completion of the OSSF installation the balance of contract will be owed to D.A.D Services Inc.

Initial: _____

Item 9 - PAYMENT TERMS DISCLOSURE

- The signing Customer is bound by this contract and assumes full responsibility of any monies due under the "payment terms" to D.A.D Services Inc. Any unpaid monies not received under the payment terms of Item 8 will be subject to a late charge that is the highest allowed by Texas State Law. Failure to complete these responsibilities in accordance with the terms listed herein, will initiate "Breach of Contract" by Customer and allows D.A.D Services Inc. to seek other means of securing payment, including but not limited to placing a Claim of Lien on the project, and/or obtain an attorney to represent D.A.D Services Inc. in this matter. The signing Customer of this contract will be responsible for all attorney, court and collection fees. Any expenses incurred by D.A.D Services Inc. to recover monies owed such as fuel, time, documenting, phone, and or travel will be recoverable expenses.

Item 10 - PROJECT ESTIMATE

\$7500.00

Item 11 - CONTRACT SIGNATURES AND DATE

- Upon signing of this document the customer has accepted the terms of the estimate and has made this document a binding contract between both parties.

Customer: _____

Date: _____

D.A.D Services Inc.: _____ 

Date: 8/17/20

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 8/13/20
Applicant Information:
Name: CAMS Trust & Matthew D. & Sandra Ann Gustafson
Address: 2032 Trainer Wuest Road
City, State & Zip Code: Blanco, TX 78606
Phone:
Email: tweir@co.blanco.tx.us

Site Evaluator Information:
Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: (210)240-2101 **Fax:** (866)260-7687
Email: txseptic@gmail.com

Property Location:
Legal: 1.92 Acres of the J.F. Benskin Survey Number 163, ABS 791 & 2.89 Acres of the Bennet Bass Survey 150, ABS 83
Street/Road Address: 2032 Trainer Wuest Road
City: Zip: Blanco, TX 78606
Additional Info: Blanco County/4.81 Acres

Installer Information:
Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: 210.240.2101

| Depth | Texture Class | Soil Texture | Structure (For Class III - blocky, platy or massive) | Drainage (Mottles/Water Table) | Restrictive Horizon | Observation |
|-----------------------|---------------|-----------------------------------|---|-----------------------------------|---------------------|-------------|
| Soil Boring #1 60" | III | 0-12" Clay Loam 12"+ Limestone | Blocky | <30% Gravel | 12"+ Limestone | None |
| Soil Boring #2 60" | | Same as above | | | | |

DESIGN SPECIFICATIONS

Application Rate (RA): 0.2
 OSSF is designed for: Existing 2 BR (<1500 Sq. Ft.)
 180 Gallons per day used
 A septic tank/absorptive drainfield system is to be utilized based on the site evaluation.
 900 sq. ft. absorption area required

1000 gallon compartmental septic tank required
 Calculations: Absorption Area: $Q/RA = 180 \text{ gpd} / 0.2 = 900 \text{ ft. sq.}$
 Reduction for Leaching Panels (75%) $900 \text{ sq. ft.} = 675 \text{ sq. ft.}$

FEATURES OF SITE AREA

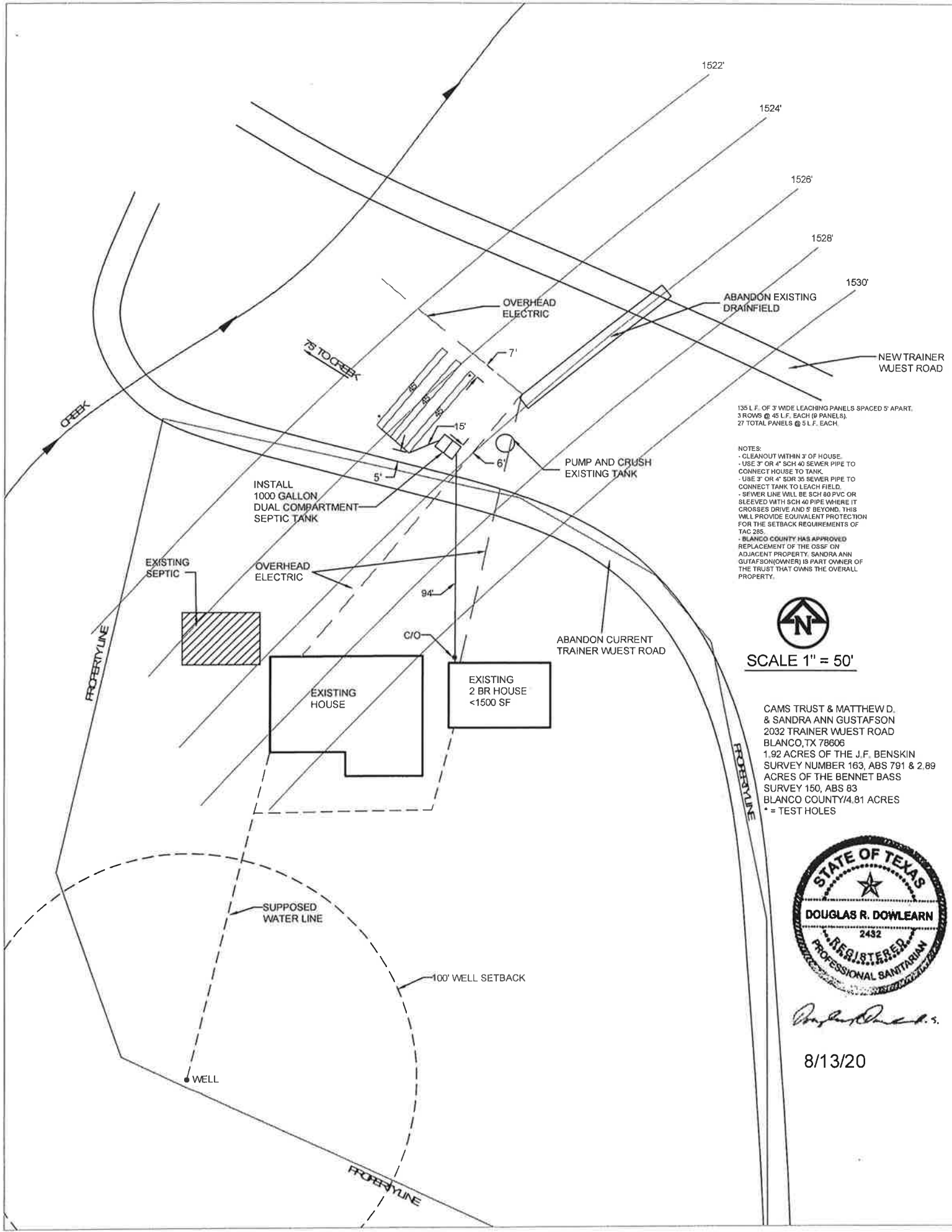
Presence of 100-year flood zone: NO
 Existing or proposed water well in nearby area: YES
 Presence of adjacent ponds, streams, water impoundments: YES
 Presence of upper water shed: NO
 Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator:
NAME: Douglas R. Dowlearn, R.S.

License No. OS9902 **Exp.** 6/30/2023
TDH: #2432 **Exp.** 2/28/2021

Signature: 



135 L.F. OF 3' WIDE LEACHING PANELS SPACED 5' APART.
 3 ROWS @ 45 L.F. EACH (9 PANELS).
 27 TOTAL PANELS @ 5 L.F. EACH.

- NOTES:
- CLEANOUT WITHIN 3' OF HOUSE
 - USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT HOUSE TO TANK
 - USE 3" OR 4" SDR 35 SEWER PIPE TO CONNECT TANK TO LEACH FIELD
 - SEWER LINE WILL BE SCH 80 PVC OR SLEEVED WITH SCH 40 PIPE WHERE IT CROSSES DRIVE AND 5' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
 - BLANCO COUNTY HAS APPROVED REPLACEMENT OF THE OSSF ON ADJACENT PROPERTY. SANDRA ANN GUSTAFSON(OWNER) IS PART OWNER OF THE TRUST THAT OWNS THE OVERALL PROPERTY.



SCALE 1" = 50'

CAMS TRUST & MATTHEW D. & SANDRA ANN GUSTAFSON
 2032 TRAINER WUEST ROAD
 BLANCO, TX 78606
 1.92 ACRES OF THE J.F. BENSKIN
 SURVEY NUMBER 163, ABS 791 & 2.89
 ACRES OF THE BENNET BASS
 SURVEY 150, ABS 83
 BLANCO COUNTY/4.81 ACRES
 * = TEST HOLES



Douglas R. Dowlearn

8/13/20

D.A.D. Services Inc.

703 Oak Drive
Blanco, Texas 78606
210-240-2101 fax 830-885-3073

Invoice No **200816**

Invoice

Customer

Name Blanco County c/o Tommy Weir
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 8/12/2020
Terms _____
Rep _____
FOB _____

| Qty | Description | Unit Price | TOTAL |
|---|---------------|------------|-----------------|
| 1 | Septic Design | \$500.00 | \$500.00 |
| Payment must be received prior to release of design | | | |
| Payment may be made by mailing check to address on invoice or online | | | |
| www.texassuperseptic.com | | | |
| INVOICE AMOUNT IF PAYING WITH CREDIT CARD - \$517.00 | | | |
| REFERENCE: 2032 Trainer Wuest Rd | | | |
| SubTotal | | | \$500.00 |
| Shipping & Handling | | | |
| Taxes | | | |
| Payments/Credits | | | |
| TOTAL BALANCE | | | \$500.00 |

Payment Details

UNPAID

PAID

COPY

Ruvalcabas Paving Co.

257 Kothmann Drive
Blanco, Texas 78606
Phone: (830) 392 6018

Blanco County Precinct 4
P.O. Box 942
Blanco, TX 78606

Wednesday, August 12, 2020


ATTN: Commissioner Granberg

INVOICE

One Course Chip & Seal Paving

Paving:

1. Apply HFRS-2 asphalt at a rate of .35 gals. / yd²
2. Apply grade 4 rock. Roll and Compact.


POSTED

Middle Creek Road 7,353' x 20' 147,060 ft² @ \$.34

\$50,000.00

Total:

\$ 50,000.00

PO Box 65
101 E. Cypress St.
Johnson City, TX 78636
830-868-7357ph
830-868-4158fax

From: tcspins1@sbcglobal.net <tcspins1@sbcglobal.net>
Sent: Monday, August 10, 2020 6:46:31 AM
To: Laura Walla
Subject: Alternate Judges and Ballot Board for November 3

Laura, here are our judges:

P102 - Lorraine Tingler
P201 - Joyce Humble
P302 - David Hamm
P303 - Susan Hamm
P304 - Patty Chimene
P401 - Eleanor Mantooth (morning); Karen Mangan (afternoon/evening)
Ballot Board - Jett Sophia, Denise Adams

Terry Casparis
512.750.3818

Please use this new email address for all correspondence.

**ORDER FOR TRANSFERRING ELECTION DUTIES
TO COUNTY TAX ASSESSOR-COLLECTOR**

We, the Commissioners Court of Blanco County do hereby order the duties and functions of the County Clerk in connection with the conduct of elections be transferred to the County Tax Assessor-Collector. The transfer of election duties shall be effective on _____.
(date)

Done this the 25 day of August, 2020.

County Judge

Commissioner, Pct. 1

Commissioner, Pct. 2

Commissioner, Pct. 3

Commissioner, Pct. 4

The State of Texas

County of Blanco

I, Laura Walla, County Clerk of Blanco County do hereby certify that the above is a true and correct copy of the order by the Commissioners Court transferring the election duties of the County Clerk to the Tax Assessor-Collector.

Witness my hand and seal of the office this the 25 day of August, 2020.

County Clerk

(Seal)

Blanco County

County

Kristen Spies

Tax Assessor Collector
Blanco County

P O Box 465
Johnson City, Texas 78636



P:830.868.7178
F:830.868.7788
kspies@co.blanco.co.tx.us

August 14, 2020

COPY

I, Laura Walla County Clerk, for Blanco County have agreed to relinquish my duties as Election Clerk and have agree to pass those duties off to Kristen Spies, Tax Assessor-Collector.

Laura Walla
Laura Walla
County Clerk

8/14/2020
Date

I, Kristen Spies Tax Assessor-Collector, for Blanco County have agreed to assume the responsibilities of the Election Clerk from Laura Walla.

Kristen Spies
Kristen Spies
Tax Assessor-Collector

8/14/20
Date

Johnson City Office
101 E. Cypress Street
Johnson City, Texas 78636
830.868.7178

Blanco Office
402 Blanco Ave
Blanco, Texas 78606
830.833.3091