### SPECIAL MEETING - JULY 26, 2022

On this the 26<sup>th</sup> day of JULY 2022 at 9:00 A. M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

draft

BRETT BRAY COUNTY JUDGE

TOMMY WEIR

EMIL UECKER

COMMISSIONER PCT. 2

CHRIS LIESMANN

PAUL GRANBERG

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

LAURA WALLA COUNTY CLERK

Call to Order and Roll Call.

Judge Bray and all 4 County Commissioners present.

Pledge of Allegiance.

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

KENNETH WELCH - #5 BO McMANUS - #5 D'ANNE WELCH - #5

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

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and approve as presented, seconded by Commissioner Granberg. Judge Bray called for discussion and vote. JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 2 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion approving the 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 3 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray) COMMISSIONER LIESMANN made the motion approving the July outstanding bills in the amount of \$296,809.46, 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 4 – Consideration and possible action with respect to 'ORDER AUTHORIZING THE ISSUANCE OF BLANCO COUNTY, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE CERTIFICATE; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, AND AN INVESTMENT LETTER; AND AUTHORIZING OTHER MATTERS RELATED TO THE CERTIFICATE." Vote on any action taken. (Judge Bray)

**COMMISSIONER LIESMANN approves** 

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 5 – Consider adoption of the Blanco County Mission, Vision, and Goals statement. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion adopting the Blanco County Mission, Vision, and Goals statement, 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 a Resolution authorizing submission of a grant application for partial funding of the STAR Flight and North Blanco County EMS operations facility to the LCRA community Development Partnership Program. Vote on any action taken. (Judge Bray, M. Megna)

COMMISSIONER LIESMANN made the motion approving the Resolution authorizing the submission of a grant application for partial funding of the STAR Flight and North Blanco County EMS operations facility to the LCRA Community Development Partnership Program, 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 – Discussion and possible action to implement a fee to produce the 9-1-1 address signs. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to implement a fee to produce the 9-1-1 address signs, the fees for in house pick up should be \$15 ad if they want them mailed, that will be a \$20 fee, 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 8 — Consider approval of an order to appoint two alternate judges to serve the unexpired one-year term for Precincts 102 & 302 from the supplemental list provided by the Blanco County Democratic Party Chair, pursuant to Section 32, Texas Election Code. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER WEIR made the motion approving the order to appoint two alternate judges to serve the unexpired one-year term for Precincts 102 & 302 from the supplemental list provided by the Blanco County Democratic Party Chair, pursuant to Section 32, Texas Election Code, specifically named Rachelle Willgren, Pct. 102 and Eric Porter, Pct. 302, 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 9 – Authorize the County Judge to sign the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY2023 pending County Attorney approval. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY2023 pending County Attorney approval, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR- YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 10 – Discussion and action regarding mandating employees use sick pay for COVID related illness. Vote on any action taken. (Judge Bray & Treasurer Swift)

COMMISSIONER GRANBERG moves that we take action regarding mandating employees use sick pay for COVID related illness, 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 11 – Consider preliminary plat of Redbud Ranch Subdivision. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion approving the preliminary plat of Redbud Ranch Subdivision, seconded by Commissioner Weir. Judge Bray called for discussion and vote. JUDGE BRAY – YES.

JODGE BRAT TES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

### COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 12 – Accept donation from Stephen & Melinda Winn I/A/O \$500 for the Cypress Mill fire. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to receive donation from Stephen & Melinda Winn I/A/O of \$500 for the Cypress Mill Fire and put in general fund, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 13 – Recap of the April 23, 2022, Blanco County Cleanup Event. Informational item only. (Commissioner Granberg)

ITEM 14 – Consider preliminary plat of Private Road Subdivision. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG make the motion approving the preliminary plat of Private Road Subdivision.

### Motion dies for a lack of second.

COMMISSIONER LIESMANN makes the motion to deny the preliminary plat of Private Road subdivision with the understanding that there will be a reapplication with the changes that we have proposed, 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 15 – Consider burn ban. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to continue the burn ban until August 23, 2022, to expire at noon, 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 16 – Consider on-going discussions regarding budget items for FY2022-23. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Attorney office to hire a full-time investigator, 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

COMMISSIONER LIESMANN made the motion to approve a 15% raise across the board with 5% for the Sheriff's Department, seconded by Commissioner Weir. Judge Bray called for discussion and vote. JUDGE BRAY – NO.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 4/1

ITEM 17 – Discussion and action to move funds, \$320,000, from Road & Bridge cash acct #15-100-125 to Precinct 1 Road Project account #15-540-330. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to make a budget amendment to move funds \$320,000.00 from Road & Bridge fund balance account#15-100-125 to Precinct 1 Road Project account #15-540-330, 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 - Adjourn.

COMMISSIONER UECKER made the motion to adjourn, 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

Meeting adjourned at 11:17 o'clock A.m.

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

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for July 27, 2021.

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

# BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

### AUGUST 2022

	#10 General Fund	#15 Road &	#18 Courthouse	Total
		Bridge Fund	Security	ž.
Salaries	\$236,039.93	\$22,510.22	400.00	\$258,950.15
Soc/Med	\$ 18,057.05	\$ 1,722.03	30.60	\$ 19,809.68
Retirement	\$ 21,196.39	\$ 2,021.42	35.92	\$ 23,253.73
Insurance	\$ 52,482.60	\$ 6,408.20		\$ 58,890.80
Group Term Life	\$ 363.52	\$ 49.84		\$ 413.36
Total	\$328,139.49	\$32,711.71	\$466.52	\$361,317.72
TOTAL PAYROLL TO BE APPR	APPROVED			\$361,317.72
County Treasurer	Mandellay J		Date 8-3-27	,
County Judge	`		Date	
Commissioner Pct 1	<b>S</b>		Date	
Commissioner Pct 2		OF	Date	
Commissioner Pct 3			Date	
Commissioner Pct 4			Date	

### All Official Reports are NOT in!!



MISSING JP#4

BLANCO COUNTY QUALIFICATION A LINE-ITEM TR 9 9

DATE: HONORABLE COMMISSIONERS COURT OF BLANCO COUN TO: FROM: Constable's DEPARTMENT

I SUBMIT TO YOU FOR YOUR CO	NSIDERATION, THE FOLLOWING LINE	ITEM TRANSFERS:	
FUND FROM: <u>General</u>	Office Supplies	LINE ITEM #	## AMOUNT
TO: <u>General</u>	Technology/Main.Fics	030 8	\$ 49.20
	ounty purposes is in accordance with 11 ses" of the Local Government Code.		

Department Head Signature

(if Commissioners' Court Action)

Attest: County Clerk

Co Judge/Commissioners' Court Approval (as needed)

## Blanco County Commissioners' Court

August 9, 2022

Invoice File Listing By Fund

Fund	Description	Dis	Disbursement	
010	General Fund	\$	119,099.63	
015	Road & Bridge Fund	ş	68,321.68	
017	Records Management, Co Clerk	Ş	22.85	
023	CAPCOG Tower Grant	Ş	153,450.00	
027	County Clerk Archive Fund	Ś	3,715.79	
031	Chapter 19 Funds	Ş	1,486.61	
045	Jail Commissary Fund	Ş	179.98	
046	Countywide R&B Improvement Fund	s	15,000.00	
056	American Rescue Plan	Ş	21,407.33	
058	2021 Tax Note	\$	6,391.55	
Total		Ş	389,075.42	

for payment by the Assistant County Auditor as provided by the Texas IGC 113 064 & 112 oct	120,011 St 100,011 Opt 200, 200 C
examined & approved	The state of the s
e attached list of Claims Payable have been e	•
F	

Octupolick of HOD	en examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022	Date	Commissioner Pct 3	Commissioner D+ A
Attest Asst. County Auditor:	The attached list of Claims Payable have been examined & approved for pa	County Judge	Commissioner Pct 1	Commissioner Pct 2

PPARTMENT				PREPARER:00
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUR
300-GENERAL FUND REVENUES				11.001
CARD SERVICE CENTER	01104			
DEPARTMENT TOTAL	81184	A	4707 1205 3610 0377 CO JUDGE	51,0
				51.0
310-GENERAL FUND GRANTS				
CARD SERVICE CENTER	81185		4-4-	
DEPARTMENT TOTAL	01103	A	4707 1205 3610 0377 CO JUDGE	644.0
				644.0
410-COUNTY CLERK				
CARD SERVICE CENTER	81174	A	4707 1205 2610 0666 2000	
DEPARTMENT TOTAL		**	4707 1205 3610 0666 SWIFT	786.5
				786.5
111-ELECTIONS ADMINISTRATOR				
KRISTEN SPIES	81119	A	REIMBURSEMENT	
KRISTEN SPIES	81161	A	REIMBURSEMENT	81.2
V-QUEST OFFICE MACHINES & SUPPLIES,	81145	A	INV#151912 EA	159.8
DEPARTMENT TOTAL			INV#IDIDIZ EA	39.7
				280.9
12-DISTRICT CLERK				
CELIA DOYLE	81109	A	REIMBURSEMENT	
DEPARTMENT TOTAL				642.3
			•	642.3
25-COUNTY SHERIFF				
A T & T MOBILITY	81098	A	ACCT #287289997662 LEC	
AUTO CHLOR SERVICES, LLC	81060	A	INV #8136988 JAIL	19.9
CARD SERVICE CENTER	81170	A	4707 1205 3610 0542 JACKSON	212.17
CARD SERVICE CENTER	81171	A	4707 1205 3610 0542 JACKSON	70.00
CARD CERVICE CENTER	81181	A	4707 1205 3610 0377 CO JUDGE	108.22
CARD SERVICE CENTER CHARM-TEX, INC	81183	A	4707 1205 3610 0377 CO JUDGE	51.86 54.99
	81149	A	INV#0291629-IN	265.80
CITY OF JOHNSON CITY CITY OF JOHNSON CITY	81079	A	ACCT #24001-0010131600 LEC	1,431.03
CITY OF JOHNSON CITY	81080	A	ACCT #24001-0010125500 LEC	1,174.45
DON JACKSON	81081	A	ACCT #24001-0010131700 LEC	533.88
EXPRESS AUTOMOTIVE SERVICE	81110	A	REIMBURSEMENT	1,747.90
FRONTIER COMMUNICATIONS	81153	A	INV#3143476 LEC	96.93
FUELMAN	81084	A	830-868-7104 LEC	1,004.13
GALLS, LLC	81192 81114	A	FUEL - LEC	8,144.78
GALLS, LLC	81115	A	INV#021579360 LEC	59.67
GT DISTRIBUTORS, INC	81156	A	INV#021376730 LEC	119.34
ICS JAIL SUPPLIES INC.	81116	A	INV#0915872 LEC	11,345.40
ICS JAIL SUPPLIES INC.	81159	A	INV#W5415800 LEC	103.77
JAMES MILLER	81117	A N	INV#W5440900 LEC	104.41
JOHNSON CITY HYDRO GAS	81106	A n	REIMBURSEMENT	50.00
OFFICESUPPLY.COM	81122	A A	ACCT #2570 JAIL	1,191.12
PERFORMANCE FOOD SERVICE	81125	A	INV#5045118 LEC	328.46
PERFORMANCE FOOD SERVICE	81126	A	INV#1655894 LEC	1,762.85
POLICE & SHERIFFS PRESS	81128	A	INV#1662483 LEC INV#165182 LEC	1,431.38
SOUTHERN HEALTH PARTNERS	81091	A		17.58
TEXAS A&M ENGINEERING EXT SRV	81132	A	INV #ADP17225 POP INCREASE	498.30
VERIZON WIRELESS	81101	A	INV#LB7284839 LEC INV #9911880503 LEC	225.00
DEPARTMENT TOTAL	-	-•	THE HOSTIOGUSUS TEC	2,071.32
				34,224.69
5-INDIGENT HEALTH CARE				
SCOTT & WHITE HOSPITAL	81089	A	DATTENT #DUOZIESSES	
DEPARTMENT TOTAL		•1	PATIENT #PH9717727630	47.68
				47.68

08/04/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0010 10-000-000 GENERAL FUND CYCLE: ALL TIME:08:48 AM PAGE PREPARER: 0004 DEPARTMENT NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT CHRIS WIEMERS 81150 A AG AGENT TRAVEL D3 TEAFCS 1,467,53 81151 A INV#15 AGRILIFE GRETCHEN L. SANDERS 225.00 81155 A EXT AGENT TRAVEL V-QUEST OFFICE MACHINES & SUPPLIES, 81166 614.92 Α ORDER#152315:AD AGRILIFE DEPARTMENT TOTAL 101.61 2,409.06 0445-EMERGENCY MANAGEMENT CARD SERVICE CENTER 81175 4707 1205 3610 0385 LIESMANN A 75.73 CARD SERVICE CENTER 81177 A 4707 1205 3610 0385 LIESMANN 1,061.01 DEPARTMENT TOTAL 1,136.74 0450-JUDICIAL EXPENSES BLANCO CO CHILD PROTECTION BD 81061 A JURY DONATIONS BURNET COUNTY TREASURER 138.00 81066 Α APRIL-JUNE CENTRAL TEXAS AUTOPSY PLLC 8,143.30 81068 A INV #13643 JP 1 CENTRAL TEXAS AUTOPSY PLLC 2,800.00 81069 A INV #13672 JP 1 CENTRAL TEXAS AUTOPSY PLLC 2,800.00 81070 A INV #13668 JP 1 CENTRAL TEXAS AUTOPSY PLLC 2,800.00 81071 Α INV #13667 JP 1 CENTRAL TEXAS AUTOPSY PLLC 2,800.00 81072 A INV #13658 JP 1 HILL COUNTRY CHILD ADVOCACY CT 81062 2,800.00 A JURY DONATIONS STATE COMPRTOLLER 24.00 81063 А JURY DONATIONS (4) 24.00 DEPARTMENT TOTAL 22,329.30 0500-COURTHOUSE EXPENSES BLANCO COUNTY ESD 2 81064 INV #1008 A BLANCO-PEDERNALES GROUNDWATER DIST 81065 18,704.59 REDBUD RANCH Α CARD SERVICE CENTER 250.00 81169 A 4707 1205 3610 0344 COUNTY CARD SERVICE CENTER 392.07-81168 A 4707 1205 3610 0344 COUNTY CARD SERVICE CENTER 23.22 81172 A 4707 1205 3610 0666 SWIFT CARD SERVICE CENTER 9.65 81178 4707 1205 3610 0377 CO JUDGE A 510.71 CARD SERVICE CENTER 81179 A 4707 1205 3610 0377 CO JUDGE CHARTER COMMUNICATIONS HOLDINGS, LLC 81073 66.18 A INV #0144399071522 1,649.15 CITY OF BLANCO 81074 A ACCT #16 SOUTH ANNEX CITY OF JOHNSON CITY 133.25 81075 A ACCT #24001-0010118700 ANNEX CITY OF JOHNSON CITY 37.37 81076 A ACCT #24001-0010118600 ANNEX CITY OF JOHNSON CITY 75.19 81077 A ACCT #24001-0010007300 COURTHOUSE CITY OF JOHNSON CITY 204.18 81078 A ACCT #24001-0010108900 PCT 2 DOYLE ELECTRIC, LLC 183.11 81111 A INV#2716(BC) LEC 412.11 HC & HL TECHNOLOGY SOLUTIONS LLC 81082 A INV #82576 3,395.50 HILL COUNTRY WIRELESS & TECHNOLOGY 81083 A ACCT #0001040 CONSTABLE 1 25.00 JACQUELINE EARLEY 81105

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81085

81162

81102

81086

81087

81088

81137

81092

81107

81097

81067

JOHNSON CONTROLS

PITNEY BOWES BANK INC.

TEXAS NO SLIP, LLC

THOMSON WEST

TK ELEVATOR

0525-CONSTABLE PCT #1

LOWER COLORADO RIVER AUTHORITY

MOURSUND INSURANCE AGENCY

VERTICAL BRIDGE S3 ASSETS, LLC

DEPARTMENT TOTAL

CENTRALSQUARE TECHNOLOGIES

MCCALL, PARKHURST & HORTON L.L.P.

PITNEY BOWES GLOBAL FINANCIAL SERVI 81100

SERVICE LIGHTING & ELECTRICAL SUPPL 81163

LIESMANN MOWING

CONTRACT LABOR

INV#58983375

INV #23023521 LEC

INV #TWER0005997

INV #3316061791

INV#600585 LEC

INV #00346384

2022 CO FILING FEE

INV #22858 FRY BOND

INV#W03268802 N ANNEX

INV #3006751356

INV #335896 CONSTABLE 1

ACCT# 8000-9090-0697-9400

INV #6149360860 CO JUDGE

312.50

490.00

350.00

285.03

350.00

969.12

186.30

395.00

639.20

304.81

1,603,43

37,256,13

1,276.80

3,485,00

2,598.60

08/04/2022FUND/DEPARTMENT/VENDOR INVOITIME:08:48 AM				CYCLE: ALL	PAGE 3
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
FUELMAN	81186	А	FUEL - CONSTABLE 1		
GALLS, LLC	81154	A	ORDER#21100609-1 CONST 1		236.24
VERIZON WIRELESS	81096	A	INV #9910113087 CONSTABLE 1		81.99
DEPARTMENT TOTAL			" " " CONSTABLE I		110.49
					1,705.52
0530-CONSTABLE PCT #4					
EXPRESS AUTOMOTIVE SERVICE	81112	A	INV#3143335 CONST 4		
FUELMAN	81187	A	FUEL - CONSTABLE 4		470.94
DEPARTMENT TOTAL					72.06
					543.00
0550-RECYCLING COORDINATOR					
JJ'S WASTE & RECYCLING	81118	A	INV#214033 RECYCLING		575.00
DEPARTMENT TOTAL					575.00
A					373.00
0560-GENERAL FUND CAPITAL EQUIPMENT					
MOTOROLA SOLUTIONS, INC.	81121	A	TRANS#1187080723 LEC		16,415.64
DEPARTMENT TOTAL					16,415.64
0505 0000000 000000					10,415.04
0585-COUNTY INSPECTOR					
FUELMAN	81188	A	FUEL - INSPECTOR		52.11
DEPARTMENT TOTAL					52.11
EDID HOURT					
FUND TOTAL					119,099.63

FUND TOTAL

DESCRIPTION-OF-INVOICE  INV#284574 PCT 1 INV#3143309 PCT 1 FUEL - PCT 1 INV#41205 PCT 1 INV#41205 PCT 1 INV#890650 PCT 1 INV#890650 PCT 1 INV#890675 PCT 1 INV#890675 PCT 1 ACCT #512256 PCT 1 LICENSE TAG#9049772 PCT 2 INV#138005 PCT 2 FUEL - PCT 2 ORDER#1645319 PCT 2 ORDER#1645329 PCT 2
INV#3143309 PCT 1
INV#3143309 PCT 1
INV#3143309 PCT 1
FUEL - PCT 1 1,121.69 INV#41205 PCT 1 111.51 INV#BL48943 PCT 1 904.00 INV#890650 PCT 1 171.23 INV#890675 PCT 1 95.47 ACCT #512256 PCT 1 140.56 3,729.67  LICENSE TAG#9049772 PCT 2 7,689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
INV#41205 PCT 1 111.51 INV#BL48943 PCT 1 904.00 INV#890650 PCT 1 171.23 INV#890675 PCT 1 95.47 ACCT #512256 PCT 1 140.56 3,729.67  LICENSE TAG#9049772 PCT 2 7.50 INV#138005 PCT 2 7,689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
INV#BL48943 PCT 1 904.00 INV#890650 PCT 1 171.23 INV#890675 PCT 1 95.47 ACCT #512256 PCT 1 140.56 3,729.67  LICENSE TAG#9049772 PCT 2 7.50 INV#138005 PCT 2 7,689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
INV#890650 PCT 1 171.23 INV#890675 PCT 1 95.47 ACCT #512256 PCT 1 140.56 3,729.67  LICENSE TAG#9049772 PCT 2 7.689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
INV#890675 PCT 1 95.47 ACCT #512256 PCT 1 140.56 3,729.67  LICENSE TAG#9049772 PCT 2 7.50 INV#138005 PCT 2 7,689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
ACCT #512256 PCT 1 95.47 ACCT #512256 PCT 1 140.56 3,729.67 LICENSE TAG#9049772 PCT 2 7.50 INV#138005 PCT 2 7,689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
LICENSE TAG#9049772 PCT 2  INV#138005 PCT 2  FUEL - PCT 2  ORDER#1645319 PCT 2  140.56  3,729.67  7.50  7,689.98  1,336.34
LICENSE TAG#9049772 PCT 2 7.50 INV#138005 PCT 2 7,689.98 FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
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FUEL - PCT 2 1,336.34 ORDER#1645319 PCT 2 467.00
ORDER#1645319 PCT 2 467.00
ORDER#1654329 PCT 2
ORDER#1654329 PCT 2 37.89
ACCT #512256 PCT 2 72.88
9,611.59
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INV#ARM03644 PCT 3
4707 1205 3610 0385 LIESMANN 441.68 INV#9402743525 PCT 3
INV#52636 PCT 3 2,780.03
INV#11519-342341 PCT 3
INV#11515-342341 PCT 3 215.69 INV#095883 PCT 3
73.95 INV#096179 PCT 3
INV#096179 PCT 3 118.99
INV#096461 PCT 3
INV#60008498 PCT 3
797.30
5,589.72
FUEL - PCT 4 957.43
INV#40779 PCT 4 11.39
INV#52604 PCT 4 362.46
INV#160490 PCT 4 9,425.10
INV#160491 PCT 4 14.451.82
INV#160532 PCT 4 9,425.10
INV#160435 PCT 4 14,451.82
INV#890784 PCT 4 138.95
INV#890831 PCT 4 56.99
ACCT #512256 PCT 4 109.64

68,321.68

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:48 AM	LISTING 001	7 RECO	RDS MANAGEMENT CLERK	CYCLE: ALL	PAGE 5
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES					
PPT DEPARTMENT TOTAL	81104	A	INV # 75021 CO CLERK		22.85 22.85
FUND TOTAL					22.85

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:48 AM	LISTING 002	3 CAPC	COG TOWER GRANT	CYCLE: ALL	PAGE 6 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-CAPCOG TOWER GRANT EXPENSE					
MOTOROLA SOLUTIONS CREDIT DEPARTMENT TOTAL	81120	A	TRANS#1187081012		153,450.00 153,450.00
FUND TOTAL					153,450.00

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:48 AM	LISTING 00	27 COUN	TY CLERK ARCHIVE FUND	CYCLE: ALL	PAGE 7 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-EXPENSES					
KOFILE TECHNOLOGIES, INC DEPARTMENT TOTAL	81099	A	INV #KT-007517 CO CLERK		3,715.79
					3,715.79
FUND TOTAL					3,715.79

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE	LISTING 00	31 CHAE	PTER 19 FUNDS	CYCLE: ALL	PAGE 8
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	~	
0400-CHAPTER 19 FUNDS EXPENSES CARD SERVICE CENTER					AMOUNT
KRISTEN SPIES TAWNYA REED	81173 81160 81164	A A	4707 1205 3610 0666 SWIFT REIMBURSEMENT		1,347.86 68.75
DEPARTMENT TOTAL	02104	A	REIMBURSEMENT		70.00 1,486.61
FUND TOTAL					1,486.61

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:48 AM	LISTING 004	5 JAIL	INMATE COMMISSARY	CYCLE: ALL	PAGE 9 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES CARD SERVICE CENTER	81182				
DEPARTMENT TOTAL	01102	A	4707 1205 3610 0377 CO JUDGE	ŀ	179.98
					179.98
FUND TOTAL					
					179.98

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE I	LISTING 004	6 COUN	TY WIDE ROAD & BRIDGE IMPROVE	CYCLE: ALL	PAGE 10 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-EXPENSES					
ANDERSON MACHINERY AUSTIN, INC DEPARTMENT TOTAL	81059	A	INV #R400EC PCT 1 & 4		15,000.00 15,000.00
FUND TOTAL					15,000.00

08/04/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:48 AM	LISTING 009	56 AMER	CICAN RESCUE PLAN	CYCLE: ALL	PAGE 11 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0400-EXPENSES					
SLS PARTNERSHIP SLS PARTNERSHIP DEPARTMENT TOTAL FUND TOTAL	81193 81194	A A	INV #08-2022-301 FAIR GROUND INV #08-2022-143 FAIR GROUND		11,163.37 10,243.96 21,407.33
POND TOTAL					21,407.33

08/04/2022FUND/DEPARTMENT/VENDOR : TIME:08:48 AM	INVOICE LISTING (	0058 2021	TAX NOTE	CYCLE: ALL	PAGE 12 PREPARER:0004
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0400-2021 TAX NOTE EXPENSES					11.00111
CARD SERVICE CENTER SLS PARTNERSHIP SLS PARTNERSHIP SLS PARTNERSHIP DEPARTMENT TOTAL	81180 81090 81103 81195	A A A	4707 1205 3610 0377 CO JUDGE INV #08-2022-244 JAIL INV #08-2022-379 SOUTH ANNEX INV #08-2022-395 OLD JAIL		1,058.37 2,112.38 920.80 2,300.00 6,391.55
FUND TOTAL					6,391.55

08/04/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAN TOTAL PAGE

TIME:08:48 AM

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S
DESCRIPTION-OF-INVOICE

GRAND TOTAL

RAMOUNT

389,075.42

STATE OF TEXAS

**COUNTY OF KERR** 

888

COPY

### INTERLOCAL COOPERATION AGREEMENT BETWEEN KERR COUNTY AND BLANCO COUNTY FOR JAIL SERVICES

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

### **WITNESSETH**

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

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

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

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

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

### <u>ARTICLE I</u> <u>TERM AND EFFECTIVE DATE</u>

- **1. TERM**: This Agreement shall be effective beginning October 1, 2022, and shall be effective through September 30, 2023.
- 2. RENEWAL: This Agreement shall automatically renew for additional one year period on October 1<sup>st</sup> of each subsequent year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given. KERR shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.

### 3. TERMINATION:

A. This Agreement may be terminated without cause at any time at the option of either KERR or BLANCO upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein.

The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day- period occurs.

B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by KERR impracticable or impossible, such as severe damage or destruction of KERR's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of BLANCO's inmates.

### ARTICLE II **DETENTION SERVICES**

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

- 1. PURPOSE: KERR shall provide housing and food to inmates presented by BLANCO who meet the following minimum criteria (as determined by the KERR County Sheriff or his designee):
  - A. Inmate must be at least 17 years of age;
  - B. Inmate must be of good general health; and
  - C. Inmate with serious institutional behavior history (as defined by the KERR disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days may not be accepted.
- 2. HOUSING AND CARE OF INMATES: KERR will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. KERR will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post-Prison Supervision are
- 3. MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by KERR or contracted on-site staff) and nonprescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical health care services provided outside of KERR's facility or by other than KERR facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. BLANCO shall reimburse KERR the amount spent for medical services of all BLANCO inmates, other than routine medical services included in the per-day rate.

- **4. OFF-SITE SERVICES: BLANCO** County Sheriff or designee shall be informed of any **BLANCO** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **KERR** will assist **BLANCO** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **BLANCO** may elect to retake and return to **BLANCO** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
- 5. OFF-SITE BILLING: This Agreement provides KERR with the authority to arrange for the off-site provider to bill BLANCO for the costs of hospitalization and/or medical care for any BLANCO inmate. In the event direct billing is unavailable BLANCO shall reimburse KERR in accordance with the terms of this Agreement.
- 6. MEDICAL RECORDS: BLANCO agrees to provide KERR with a copy of each inmate's medical, dental and mental health record(s) for the purposes of continuity of care. KERR agrees to maintain a confidential record of the health care of each inmate. BLANCO shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the KERR County Jail. A copy of each inmate's record shall be returned to BLANCO at the time each BLANCO inmate is returned.
- 7. MEDICAL INVOICES: BLANCO shall reimburse KERR monthly for health care services and associated expenses for which BLANCO is responsible under this section. KERR shall provide BLANCO with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- **8. INMATE MEDICAL REPORT:** Upon request from **BLANCO**, **KERR** will provide an inmate's report of health care provided.
- 9. FACILITY INSPECTION: KERR agrees to allow periodic inspections of the facilities by BLANCO law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to BLANCO upon request.
- 10. TRANSPORTATION AND OFF-SITE SECURITY: BLANCO is solely responsible for the transportation of inmates between the KERR County Jail and the BLANCO Facility. KERR agrees to provide ambulance and other transportation for BLANCO inmates to and from local off-site medical facilities and will invoice BLANCO in accordance with Article 2, Section 7.
- 11. COURT APPEARANCES: BLANCO shall be responsible for the transportation of BLANCO inmates to/from KERR County Jail. BLANCO will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in BLANCO County.
- **12. TRANSPORTATION TO TDCJ: BLANCO** is responsible for the transport of **BLANCO** inmates to the Texas Department of Criminal Justice, Institutional Division.

- 13. GUARD SERVICE: KERR will provide guard services as requested or required by the circumstances, or the law for inmates admitted or committed to an off-site medical facility at the rate of \$35 per hour/per guard (minimum 2 guards per transport). KERR shall provide BLANCO with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 14. SPECIAL PROGRAMS: The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in KERR's facilities. The parties may contract by written agreement for the provision of special programs.
- 15. LOCATION AND OPERATION OF FACILITY: KERR shall provide the detention services described herein at the KERR County Jail located in KERRVILLE, Texas.
- 16. ADMITTING AND RELEASING: BLANCO shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the KERR County Jail. KERR shall be responsible for the admitting and releasing of inmates placed in KERR's facility. KERR will maintain records of all such transactions in a manner agreed upon by KERR and BLANCO, and provide such records to BLANCO upon request.
- 17. RETURN OF INMATES TO BLANCO: Upon demand by BLANCO, KERR will relinquish to BLANCO physical custody of any inmate. Upon request by KERR, BLANCO will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

### ARTICLE III FINANCIAL PROVISIONS

- 1. PER DIEM RATE: The per diem rate for detention services under this Agreement is sixty-five dollars (\$65.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
- 2. BILLING PROCEDURE: KERR shall submit an itemized invoice for the services provided each month to BLANCO. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of BLANCO. BLANCO will make payment to KERR within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of KERR County, Texas and will be remitted to:

Kerr County Treasurer 700 Main Street Kerrville, TX 78028

### ARTICLE IV ACCEPTANCE OF INMATES

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

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

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

### ARTICLE V MISCELLANEOUS

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

To KERR:

**KERR County** 

Rob Kelly, County Judge

700 Main Street Kerrville, TX 78028

Copy To:

Sheriff Larry L. Leitha, Jr. 400 Clearwater Paseo Kerrville, TX 78028

To BLANCO:

**BLANCO County** 

Brett Bray, County Judge

P. O. Box 387 101 East Pecan

Johnson City, TX 78636

Copy To:

Sheriff Don Jackson

400 US Highway 281 South Johnson City, TX 78636

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

- 3. AMENDMENTS: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
- **4. PRIOR AGREEMENTS**: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

- **5. REPRESENTATION**: Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, Servants, agents, and/or representative of the other party.
- **6. INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
- 7. SEVERABILITY: If any provision of this agreement is found by a court of competent Jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, an in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- **8. LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.
- 9. APPROVALS: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act,

ARTICL	E VI. EXECUTION
In Testimony and Witness of which this A follows:	greement has been executed in duplicate originals as KERR COUNTY, TEXAS:
ATTEST:	ROB KELLY, KERR COUNTY JUDGE
	Date:
JACKIE DOWDY, KERR COUNTY CLERK	REVIEWED:
	LARRY L LEITHA, JR., KERR COUNTY SHERIFF
	BLANCO COUNTY, TEXAS:
ATTEST:	BRETT BRAY, BLANCO COUNTY JUDGE
	Date:
LAURA WALLA, BLANCO COUNTY CLERK	20PY
	DON JACKSON, BLANCO COUNTY SHERIFF
	Date:



### **RESOLUTION AUTHORIZING SIGNATORIES**

A RESOLUTION BY THE COUNTY COMMISSIONERS OF THE COUNTY OF BLANCO, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL AND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) LOCAL HAZARD MITIGATION PLAN PROGRAM (LHMPP) CONTRACT NUMBER 22-130-005-D662.

WHEREAS, the County of Blanco, Texas has received a 2020 GLO Community Development Block Grant-Mitigation LHMPP award to update the County's Hazard Mitigation Plan, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG MIT Depositor, Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and

WHEREAS, the County of Blanco, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide GLO with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory) and
- a revised CDBG-MIT Depository Authorized Signatories Designation Form.

### NOW THEREFORE, BE IT RESOLVED BY THE COMISSIONER'S OF THE COUNTY OF BLANCO, TEXAS, AS FOLLOWS:

The County Judge and County Grant Coordinator be authorized to execute contractual documents between the General Land Office and the County for the 2020 Community Development Block Grant – Mitigation Local Hazard Mitigation Plan Program.

The County Judge, and County Treasurer, be authorized to execute the financial documents required for requesting funds approved in the 2020 Community Development Block Grant - Mitigation Local Hazard Mitigation Plan Program

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF THE COUNTY OF BLANCO, TEXAS on August 9, 2022.

Brett Bray, County Judge				
Attest:				
Laura Walla, County Clerk				



WHEREAS, the health, safety, and welfare of Texas residents are under an imminent threat of disaster from the unprecedented levels of illegal immigration, human trafficking, and drug smuggling coming across the U.S. border from Mexico.

WHEREAS, since January 2021, more than 3.2 million illegal aliens have been apprehended after unlawfully entering the United States. More than 800,000 illegal aliens have avoided apprehension while unlawfully entering the United States and remain unaccounted for within our nation. So far this year, CBP has identified more than 50 known terrorists who have unlawfully entered the United States through our unsecured border with Mexico. The unprecedented amount of human trafficking, combined with the smuggling of fentanyl and other opioids infiltrating our border with Mexico has killed over 71,238 American citizens. The sophisticated human smuggling and drug trafficking organizations that facilitate these criminal acts are spearheaded by violent international drug cartels who have operational control over our unsecured U.S./Mexico border.

WHEREAS, the ongoing immigration crisis on the Texas border is not acceptable and has resulted in a security threat and humanitarian disaster with overwhelming consequences to the residents of Texans.

WHEREAS, the County Judge of Blanco County, Texas, has determined that extraordinary measures must be taken to ensure the protection of the health, safety, and welfare of county residents.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF BLANCO COUNTY, TEXAS:

- 1. That the aforementioned recitation of facts is hereby adopted as findings of fact related to this declaration; and
- 2. That as a matter of law, the aforementioned facts constitute among other things an *invasion* as the term "invasion" is used in Article IV, Section 4 of the U.S. Constitution and in Article 4, Section 7 of the Texas Constitution; and
- 3. That pursuant to Section 433.005(a) of the Texas Government Code (*Calling of State Military Forces*) and Article 4, Section 7 of the Texas Constitution (*Governor as commander-in-chief of military forces*), this declaration does hereby request that the Governor of Texas, as Commander-in-Chief of the military forces of the State, declare

<sup>&</sup>lt;sup>1</sup> https://www.cbp.gov/newsroom/stats/cbp-enforcement-statistics

<sup>&</sup>lt;sup>2</sup> https://saraacarter.com/carter-border-exclusive-over-800000-gotaways-have-just-disappeared-into-the-fabric-of-america/

<sup>&</sup>lt;sup>3</sup> https://www.cbp.gov/newsroom/stats/cbp-enforcement-statistics

<sup>4</sup> https://www.cdc.gov/nchs/pressroom/nchs press releases/2022/202205.htm

the existence of an *invasion* on its border with Mexico and take necessary actions to preserve and protect the sovereignty and territorial integrity of Texas; and

- 4. That this declaration hereby requests the Governor of Texas to act under the constitutional authority granted unto him under Article 4, Section 7 of the Texas Constitution and Article 1, Section 10, Clause 3 of the U.S. Constitution and immediately prevent and/or remove all persons *invading* the sovereignty of Texas and that of the United States; and
- 5. That a local state of disaster is hereby declared for Blanco County, Texas, pursuant to Section 418.108(a) of the Texas Government Code; and
- 6. That pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued by the Commissioners Court of Blanco County, Texas; and
- 7. That pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Blanco County, Texas; and
- 8. That this declaration hereby authorizes the use of all lawfully available resources and authority granted under both the Constitution of Texas and the Constitution of the United States; and
- 9. That this declaration shall take effect immediately from and after its issuance and, upon approval by the Blanco County Commissioners' Court, shall continue in effect until terminated by the County Judge. Pursuant to this declaration, additional directives may be issued by the County Judge at any time deemed necessary and/or relevant.

DECLARED this \_\_\_\_\_day of July 2022.

Blanco County Judge Blanco County, Texas





### ORDER OF GENERAL ELECTION

An election is hereby ordered to be held on Tuesday, November 8, 2022, in Blanco County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

{Por la presente se ordena que se Ileve a cabo una eleccion el dia 8 de noviembre de 2022, en el Condado de Blanco, Texas, con el proposito de elegir los siguientes oficiales del condado y del precinto como requerido por el Articulo XVI, Seccion 65, de la Constitucion de Texas.}

LIST OF OFFICES: (Enúmere los puestos oficiales)

County Judge

County Treasurer

County Surveyor

District Clerk County Clerk

Commissioner, Pct. 2 Commissioner, Pct. 4 Justice of the Peace, Pct. 1 Justice of the Peace, Pct. 4

Early voting by personal appearance will be conducted each weekday at: (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Blanco County Courthouse Annex - Hoppe Room

101 E. Cypress Johnson City, Texas Blanco County South Annex

402 Blanco Ave Blanco, Texas

Between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 24, 2022, and ending on November 4, 2022

{Entre las 8:00 de la manana y las 5:00 de la tarde empezando el 24 de octubre de 2022 y terminando el 4 de noviembre de 2022.}

Blanco County Courthouse Annex

101 E. Cypress Johnson City, Texas Blanco County South Annex

402 Blanco Ave Blanco, Texas

Between the hours of 9:00 a.m. and 3:00 p.m. on Saturday, October 29, 2022. {Entre las 9:00 de la manana y las 3:00 de la tarde en el sábado, 29 de octubre de 2022.}

Applications for ballot by mail should be mailed to:

(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Kristen Spies

Blanco County Elections Officer

PO Box 13

Johnson City, Texas 78636

830.868.7168

electionsadmin@co.blanco.tx.us

https://www.co.blanco.tx.us/page/blanco.Elections

Applications for ballots by mail must be received no later than the close of business on: October 28, 2022.

{Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el:octubre 28, 2022.}

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: October 19, 2022

{La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el: el:octubre 19, 2022 }

Issued this the 9th day of August 2022. (Publicado esto el 9 de agosto 2022)

Brett Bray Blanco County Judge

Tommy Weir County Commissioner, Pct 1

Emil Uecker County Commissioner, Pct 2

Chris Liesmann County Commissioner, Pct 3

Paul Granberg County Commissioner, Pct 4

Laura Walla County Clerk



### Imposition of Optional Fees Calendar Year (CY) 2023

**INSTRUCTIONS:** All counties must complete and return this form, even if there are no changes to fees for the upcoming calendar year. Please submit this form (including a court order, if required) via email to *DMV\_OptionalCountyFeeUpdates@TxDMV.gov*.

Please submit at your earliest convenience, but no later than Thursday, September 1, 2022.

COUNTY NAME:	Blanco		
SELECT ONLY ONE OPTION B	ELOW:	COL	
SELECT ONLY ONE OPTION B	ELOW:		

7



OPTION A – No change. This county will charge the same fees in CY 2023. Submit this form to TxDMV. A copy of a commissioners court order is <u>NOT</u> required.

OR

OPTION B – The commissioners court has approved fee cha Submit this form and a copy of the commissioners court of	
Enter amounts for each fee, even those that did not char CY 2023 fees to be collected by your county:	ge. Enter zero (0), if necessary.
Road and Bridge Fee:	\$
Child Safety Fee:	\$
Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only):	\$
Total fee amount to be collected in CY 2023:	\$



## **Certificate of Completion**

The V.G. Young Institute of County Government **Awards This Certificate To** 

## **CHRIS LIESMANN**

For Successfully Completing

13.00 Hours of Educational Training

88th Annual South Texas County Judges and Commissioners Conference

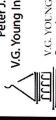
**Corpus Christi, TX** 

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V.G. Young Insitute of County Government

County Judges & Commissioners Association of Texas

Texas A&M AgriLife Extension Service Rick Avery, Ph.D Jirector



v.g. young Institute of Jovernment 流 County

June 13-16, 2022

## Interlocal Agreement Between The Capital Area Council of Governments Capital Area Emergency Communications District and Blanco County Regarding The Radio Dispatch Consoles And Network Interconnectivity Project

### Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended.
- 1.2. Blanco County (PUBLIC AGENCY) is a county in Texas that operates one Emergency Communications Center (ECC) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This agreement is entered between CAPCOG and (PUBLIC AGENCY) pursuant to Texas Government Code chapter 791 in order to <u>reimburse</u> the PUBLIC AGENCY for the purchase, installation and replacement of two (2) Motorola MCC7500 Radio Dispatch Consoles and Microwave networked Interconnectivity to Greater Austin/Travis Regional Radio Systems (GATRRS).
- 1.4. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments CAPCOG and Capital Area Emergency Communications District CAECD) and their representatives, individually, officially, and collectively.
  - 1.5. CAPCOG and PUBLIC AGENCY collectively are referred to as "Parties" in this document

### Sec. 2. Goods and Services

- 2.1. The PUBLIC AGENCY has completed the procurement and installation of engineering services, dispatch console, antenna, base radio, microwave radio equipment and networked interconnectivity with microwave to GATRRs in Blanco County.
- 2.2. The PUBLIC AGENCY has completed the project in accordance with the work program submitted to CAPCOG and incorporated into this agreement.
- 2.3. Upon completion and final acceptance, Blanco County agrees to assume ownership of the interoperable communications equipment purchased and is responsible for the support and routine maintenance of the radio consoles during the initial lifespan of the equipment in accordance with the equipment replacement schedule and in compliance with the terms of CAPCOG.

2.4 CAPCOG agrees to reimburse the PUBLIC AGENCY for the cost to complete the installation of two (2) MCC7500 radio dispatch consoles and networked interconnectivity with microwave to GATRRS. These efforts will be completed in accordance with the scope of work that is part of the proposal ("MCC7500 DISPATCH CONSOLE UPGRADE dated November 25, 2020") between Motorola Solutions and Blanco County.

### Sec. 3. Term of Agreement

3.1. The effective date of this a		, and ends, unless sooner
terminated under Sec. 9, 10, or 11, on		ended by mutual agreement of
project representatives.		, and an agreement of

### Sec. 4. Agreement Price and Payment Terms

- 4.1. CAPCOG agrees to reimburse PUBLIC AGENCY for the goods and services as described in Attachment A and provided under this Agreement, a total amount not to exceed \$342,051.00.
- 4.2. PUBLIC AGENCY shall submit an invoice to CAPCOG for the total amount approved for reimbursement with supporting documents as outlined in Attachment within fifteen business days of execution of this agreement.
- 4.3. The invoices requesting payment must be delivered via e-mail to <a href="mailto:caecdaccounts@capcog.org">caecdaccounts@capcog.org</a>, and to CAPCOG's representative described in Attachment B.
  - 4.4. PUBLIC AGENCY agrees to certify each invoice as follows:

PUBLIC AGENCY certifies that this invoice is correct and complete and that the amount requested has not been previously received.

PUBLIC AGENCY agrees to provide with the invoice appropriate documentation for equipment purchases, delivery, and installation as well as services performed. A copy of the vendors invoice detailing aforementioned information and evidence of payment by the PUBLIC AGENCY in the form of a copy of a cashed check, ACH acceptance, or any other financial proof of the transaction.

4.5. CAPCOG agrees to pay PUBLIC AGENCY the amount invoiced within 30 calendar days after its receipt.

### Sec. 5. Rights and Duties

- 5.1 To the extent authorized under Texas law, PUBLIC AGENCY agrees to hold harmless CAPCOG from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG and shall name CAPCOG (including those representatives and agents listed in Section 1.4 as additional insured under PUBLIC AGENCY's general liability insurance policy or membership agreement in any government risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG (including those representatives and agents listed in Section 1.4 above) may seek coverage upon demand by CAPCOG (including those representatives and agents listed in Section 1.4 above), in the event of a covered claim.
- 5.2 The PUBLIC AGENCY agrees to waive any duty CAPCOG owes PUBLIC AGENCY by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such

act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

- an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge, or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered by, either party to the Agreement;
- (iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;
- (vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,
- (viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes.

### Sec. 6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

### Sec. 7. Independent Contractor

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

### Sec. 8. Assignment and Subcontracting

8.1. PUBLIC AGENCY may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

### Sec. 9. Records and Inspections

- 9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Sec. 15.
- 9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for four years after receiving its final payment under this Agreement.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY, agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.
- 9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.
- 9.5 CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

### Sec. 10. Proprietary or Confidential Information

- 10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

### Sec. 11. Termination of Agreement without Cause

11.1. Agreement may be terminated by either party with a 60-day written notice delivered under the terms of Section 15.

### Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

- 12.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.
- 12.3. If this agreement is suspended or terminated for unavailability of funds under this Sec. 12, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

### Sec. 13. Termination for Breach of Contract

- 13.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.
- 13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

### Sec. 14. Dispute Resolution

- 14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with the Sec. 14, toll the statute of limitations, or seek an injunction, until they exhausted the procedures set out in this Sec. 14.
- 14.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of negotiations.
- 14.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin

for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

14.4. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

### Sec. 15. Notice to Parties

- 15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.
- 15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. PUBLIC AGENCY's address is P.O. Box 471, Johnson City, TX, 78636.
- 15.3. A party may change its address by providing notice of the change in accordance with Sec. 15.1.

### Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

- Attachment A: Scope of Services (MCC7500E Dispatch Console Upgrade dated November 5, 2020)
- Attachment B: Project Representatives and Records Location
- Attachment C: Pricing Summary and Schedule

### Sec. 17. Miscellaneous

- 17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.
- 17.5. This Agreement is executed in duplicate originals.

	PUBLIC AGENCY		CAPITAL AREA COUNCIL OF GOVERNMENTS
By		Ву	
Name	Brett Bray		Betty Voights
Title	Blanco County Judge		Executive Director
Date		Date	
)			
Jake of gov	verning hody approval:		

### Attachment B: Project Point of Contact and Records Location CAPCOG Project Representative

The individual named below is the CAPCOG Project Point of Contact, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Point of Contact may indicate a designee through an e-mail to <a href="mailto:rbell@capcog.org">rbell@capcog.org</a>. Additionally, all invoices documentation must be sent to via email to: <a href="mailto:CAECDAccounts@capcog.org">CAECDAccounts@capcog.org</a>

Renee Bell	Telephone No:		512-916-6068
(Name)			
Assistant Director-Operations	Facsimile No:		512-916-6001
(Title)		rbell@capcog.org	
	Email:		
Capital Area Council of Governments 6800 Burleson Road Building 310, Suite 165 Austin, Texas 78744			
PUBLIC AGENC	Y Project Repr	esentative	
The individual named below is the PUBLIC AG receive communications and directions on be addressed to the PUBLIC AGENCY Project Rep	SENCY Project Repres	entative, who is auth CY. All communicatio	orized to give and ns must be
(Name)	Telephone No:		
(Title)	Facsimile No:		
	Email: _		
Designated Location			

[Insert address]

applicable provision of this Contract:

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any

### **Attachment C: Pricing Summary and Schedule**

Pricing Summary: Motorola agreed to provide the following equipment and services to Blanco County Sheriff's Office:

Description	Price
MCC7500E Consoles and Microwave Project	
Equipment Total	\$383,139.00
Services Total	\$258,166.00
Total Equipment and Services	\$641,305.00
(Credit for Equipment in Stonewall Site Project)	-\$273,000.00
DIR Contract Discount	-\$26,254.00
Total Credits and Discounts	-\$299,254.00
TOTAL	\$342,051.00
Post Warranty Maintenance and Lifecycle	
Services (Years 2-5, \$27,310 annually)	\$109,240.00
Description	Price
Grand Total Without Years	\$451,291.00

### **Payment Schedule Between Motorola and Blanco County**

Except for a payment that is due on the Effective Date, Customer (Blanco County) will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

### **System Purchase**

- 1. 50% of the system price is due upon Contract Execution
- 2. 50% of the system price is due upon Final Acceptance

Motorola may make partial shipments of Equipment and will request payment upon shipment of such equipment.

### For Lifecycle Support Plan

Motorola will invoice Customer annually in advance of each year of the plan.

### Reimbursement Schedule Between Public Agency (Blanco County) and CAPCOG (CAECD)

Total Cost to Public Agency	Public Agency Contribution	CAECD Funding Requested	CAECD Approved Funding	Project Cost Details
\$451,291.00	\$0.00	\$451,291.00	\$342,051.00	Installation of two (2) radio dispatch consoles and Networked Interconnectivity with Microwave to GATRRS system.

Upon completion of final acceptance of the project by the Public Agency, the Public Agency will provide to CAPCOG a copy of all invoices with a copy(s) of the remittance check(s), cashier's check(s), or wire transfer(s) (ACH) drawn on a U.S. financial institution and made payable to Motorola for the MCC7500 Consoles and Microwave Interconnectivity.