

REGULAR MEETING – AUGUST 22, 2023

On this the 23<sup>rd</sup> day of May 2023 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
CHARLES RILEY	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK

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**Call to Order and Roll Call.**

Judge Bray and all 4 County Commissioners announced present.

**Pledge of Allegiance.**

**Invocation** – Led by Commissioner Uecker.

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

D’Anne Welch - #10 Against  
Ann Hall – CERT Program

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

COMMISSIONER WEIR moved to dispense with the reading of the minutes and to approve the minutes 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 RILEY – YES. MOTION CARRIED. 5/0

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

There were no transfers presented. No action required.

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

COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$325,169.85 and add an additional \$2,773.37 for copier, phone, and internet that just came in yesterday, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

**ITEM 4-** Discussion and possible action regarding Lights Spectacular activities for the upcoming holiday season, including but not limited to:

- a. Chili Cookoff
- b. Use of N Annex parking lot for overnight RV parking/contestant cooking

Vote on any action taken. (Judge Bray)

- a. Chili cookoff was approved at a prior meeting.
- b. Use of N Annex parking lot for overnight RV parking/contestant cooking died for lack of motion.

**ITEM 5-** Update from Matt McMain on the status of a fire sprinkler system for the courthouse. Informational item only. (Judge Bray)

**ITEM 6-** Update from Wendy Strunk on the Veterans' Service Office. Informational item only. (Judge Bray)

**ITEM 7-** Consider Order of Election for the November 7, 2023, State Constitutional Amendment Election. Vote on any action taken. (Judge Bray, EA Adame)

COMMISSIONER LIESMANN made the motion to approve the order of election for the November 7, 2023, State Constitutional Amendment Election, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER RILEY – YES. MOTION CARRIED. 5/0

**ITEM 8-** Consider the imposition of optional fees for motor vehicle registration for 2024. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER LIESMANN made the motion to approve the optional fees for motor vehicle registration for 2024, with option A as no change, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

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

**ITEM 9-** Notification that (1) the cut-off date for purchase order requests for FY2022-23 is September 15, 2023, and (2) all invoices must be turned in by 12 noon on October 4, 2023, or will be processed in next budget year. Informational item only. (Judge Bray, Treasurer & Auditor offices)

**ITEM 10-** Discussion and possible action regarding relocating Agri-Life offices to the Community Resource Center. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR moved to approve the relocating of Agri-Life offices to the Community Resource Center once our MOU is looked at by our County Attorney's and approved, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

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

**ITEM 11-** Consider approval to replat lots 15 & 16 in Lake of the Hills subdivision. New lot to be known as lot 15R. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion to approve the replat in Lake of the Hills, lot 15 & 16 to be known as lot 15R, once fees are paid, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

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

**ITEM 12-** Consider burn ban or any other related action. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to extend the burn ban to October 10<sup>th</sup>, 2023, at 12:00 PM, seconded by Commissioner Riley. Judge Bray called for discussion and vote.

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

**ITEM 13-** Consider on-going discussions regarding budget items for FY2023-24. Vote on any action taken. (Judge Bray)

No action taken at this time.

**ITEM 14-** 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 RILEY – YES. MOTION CARRIED. 5/0

Meeting adjourned at 10:20 AM

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The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_ day of September 2023.

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 22, 2023

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

# BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

SEPTEMBER 2023

	#10 General Fund	#15 Road & Bridge Fund	#20 Constable #1 Grant	Total
Salaries	\$485,625.00	\$39,106.20	\$3,531.15	\$528,262.35
Soc/Med	\$ 37,150.31	\$ 2,991.62	270.13	\$ 40,412.06
Retirement	\$ 40,355.44	\$ 3,249.73		\$ 43,605.17
Insurance	\$ 60,477.20	\$ 7,676.80		\$ 68,154.00
Group Term Life	\$ 462.00	\$ 49.84		\$ 511.84
Total	\$624,069.95	\$53,074.19	\$3,801.28	\$680,945.42
TOTAL PAYROLL TO BE APPROVED				\$680,945.42

County Treasurer  Date 9-17-23

County Judge \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 1 \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 2 \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 3 \_\_\_\_\_ Date \_\_\_\_\_

Commissioner Pct 4 \_\_\_\_\_ Date \_\_\_\_\_

All  
Official Reports  
are IN



BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

Funds are  
available.

B

DATE: 8/30/23

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Tommy Weir Precinct 1

DEPARTMENT Road & Bridge

9/5/23

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>Paving</u>	<u></u>	<u>15-540-324</u>	<u>\$10,000.00</u>

TO: <u>Road Project</u>	<u></u>	<u>15-540-330</u>	<u>\$10,000.00</u>
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Reason for request:

Fencing ROW on Trainer-Wuest Rd. as per agreement

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

[Signature]  
Department Head Signature

Attest: County Clerk  
(if Commissioners' Court Action)

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

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM

Funds are  
available.

9/5/23

DATE: 30 August 2023

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Patrick Fisher, Constable Precinct 1

DEPARTMENT: General Budget

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Auto Expenses</u>	<u>525-0310</u>	<u>\$1,440.21</u>
TO:	<u>General</u>	<u>Tech and Maintenance Fees</u>	<u>525-0303</u>	<u>\$1,440.21</u>

Reason for request: To purchase a new Mobile Data Terminal for new vehicle.

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

Patrick Fisher  
Department Head Signature

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

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

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM

Funds are  
available.

9/5/23

DATE: 28 August 2023

TO: HONORABLE COMMISSIONERS COURT OF BLANCO

FROM: Patrick Fisher, Constable Precinct 1

DEPARTMENT: General Budget

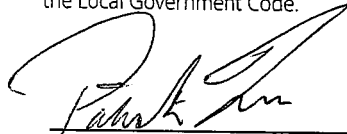
I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Dues</u>	<u>525-0330</u>	<u>\$65.00</u>
TO:	<u>General</u>	<u>Technology &amp; Maintenance Fees</u>	<u>525-0308</u>	<u>\$65.00</u>

Reason for request: End of FYE 2023 Expenses

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

Type text



Department Head Signature



Co Judge/Commissioners' Court Approval (as needed)

Attest: County Clerk

(if Commissioners' Court Action)

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM

Funds are  
available.

\$

9/5/23

DATE: 28 August 2023

TO: HONORABLE COMMISSIONERS COURT OF BLANCO

FROM: Patrick Fisher, Constable Precinct 1

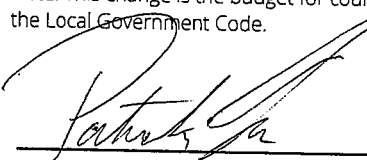
DEPARTMENT: General Budget

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Ammunition</u>	<u>525-0311</u>	<u>\$50.00</u>
TO:	<u>General</u>	<u>Technology &amp; Maintenance Fees</u>	<u>525-0308</u>	<u>\$50.00</u>

Reason for request: End of FYE 2023 Expenses

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.

  
\_\_\_\_\_  
Department Head Signature

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

  
\_\_\_\_\_  
Co Judge/Commissioners' Court Approval (as needed)

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 9-5-23

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>318</u>	<u>Road Material</u>	<u>318</u>	<u>9,500.00</u>
TO: <u>339</u>	<u>Miller Creek Project</u>	<u>339</u>	<u>9,500.00</u>

Reason for request:

Material for Miller Creek Project

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

Emil Ray Hulse  
Department Head Signature

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

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

BLANCO COUNTY  
REQUEST FOR A LINE-ITEM TI

Funds are  
available. \$

DATE: 08-24-23

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Charles Riley

DEPARTMENT RiB Pct 4

8/24/23

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>Equip maint/Tools</u>	<u>0308</u>	<u>\$ 3000<sup>00</sup></u>

TO:	<u>Road materials</u>	<u>0318</u>	<u>\$ 3000<sup>00</sup></u>
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Reason for request:

Purchasing 50 tons cold lay

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

[Signature]  
Department Head Signature

[Signature]  
Attest: County Clerk  
(if Commissioners' Court Action)

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

Funds are available.

18

8/23/23

DEPARTMENT Road & Bridge

FUND

LINE	ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	100	100	1	UNIT	100	100
2	200	200	1	UNIT	200	200
3	300	300	1	UNIT	300	300
4	400	400	1	UNIT	400	400
5	500	500	1	UNIT	500	500
6	600	600	1	UNIT	600	600
7	700	700	1	UNIT	700	700
8	800	800	1	UNIT	800	800
9	900	900	1	UNIT	900	900
10	1000	1000	1	UNIT	1000	1000
11	1100	1100	1	UNIT	1100	1100
12	1200	1200	1	UNIT	1200	1200
13	1300	1300	1	UNIT	1300	1300
14	1400	1400	1	UNIT	1400	1400
15	1500	1500	1	UNIT	1500	1500
16	1600	1600	1	UNIT	1600	1600
17	1700	1700	1	UNIT	1700	1700
18	1800	1800	1	UNIT	1800	1800
19	1900	1900	1	UNIT	1900	1900
20	2000	2000	1	UNIT	2000	2000
21	2100	2100	1	UNIT	2100	2100
22	2200	2200	1	UNIT	2200	2200
23	2300	2300	1	UNIT	2300	2300
24	2400	2400	1	UNIT	2400	2400
25	2500	2500	1	UNIT	2500	2500
26	2600	2600	1	UNIT	2600	2600
27	2700	2700	1	UNIT	2700	2700
28	2800	2800	1	UNIT	2800	2800
29	2900	2900	1	UNIT	2900	2900
30	3000	3000	1	UNIT	3000	3000
31	3100	3100	1	UNIT	3100	3100
32	3200	3200	1	UNIT	3200	3200
33	3300	3300	1	UNIT	3300	3300
34	3400	3400	1	UNIT	3400	3400
35	3500	3500	1	UNIT	3500	3500
36	3600	3600	1	UNIT	3600	3600
37	3700	3700	1	UNIT	3700	3700
38	3800	3800	1	UNIT	3800	3800
39	3900	3900	1	UNIT	3900	3900
40	4000	4000	1	UNIT	4000	4000
41	4100	4100	1	UNIT	4100	4100
42	4200	4200	1	UNIT	4200	4200
43	4300	4300	1	UNIT	4300	4300
44	4400	4400	1	UNIT	4400	4400
45	4500	4500	1	UNIT	4500	4500
46	4600	4600	1	UNIT	4600	4600
47	4700	4700	1	UNIT	4700	4700
48	4800	4800	1	UNIT	4800	4800
49	4900	4900	1	UNIT	4900	4900
50	5000	5000	1	UNIT	5000	5000
51	5100	5100	1	UNIT	5100	5100
52	5200	5200	1	UNIT	5200	5200
53	5300	5300	1	UNIT	5300	5300
54	5400	5400	1	UNIT	5400	5400
55	5500	5500	1	UNIT	5500	5500
56	5600	5600	1	UNIT	5600	5600
57	5700	5700	1	UNIT	5700	5700
58	5800	5800	1	UNIT	5800	5800
59	5900	5900	1	UNIT	5900	5900

LINE ITEM #

AMOUNT

FROM:

Fuel

15-540-312

\$3,000.00

TO:

### Signs/Markers/Safety Equip.

15-540-314

\$3,000.00

Reason for request:

### Sign Inventory Purchase.

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

Department Head Signature

Attest: County Clerk  
(if Commissioners' Court Action)

Co Judge/Commissioners' Court Approval  
(as needed)

# Blanco County Commissioners' Court

September 12, 2023

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 216,684.95
015	Road & Bridge Fund	\$ 47,563.90
017	Records Management, Clerk	\$ 1,581.83
034	Supplemental Guardianship Fees	\$ 360.00
036	2022 Cert/Obligation Fund	\$ 439,454.78
042	County Court Records Preservation	\$ 414.00
046	County Wide R&B Improvement	\$ 4,770.00
056	American Rescue Plan	\$ 924.69
058	2021 Tax Note	\$ 84,961.00
060	Interest & Sinking Fund	\$ 400.00
Total		\$ 797,115.15

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

9-7-23

**COPY**

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

COPY

County Judge		Date	
Commissioner Pct 1		Commissioner Pct 3	
Commissioner Pct 2		Commissioner Pct 4	

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-COUNTY JUDGE EXPENSES				
CARD SERVICE CENTER	85547	A	4707 1205 3610 9397 CO JUDGE	267.83
DEPARTMENT TOTAL				267.83
0411-ELECTIONS ADMINISTRATOR				
BLANCO COUNTY PUBLICATIONS LP	85376	A	INV#2872 EA	270.00
BLANCO COUNTY PUBLICATIONS LP	85377	A	INV#2662 EA	50.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	85378	A	LICENSE TAG #1223402 EA	7.50
CARD SERVICE CENTER	85548	A	4707 1205 3610 0666 SWIFT	619.11
ELECTION SYSTEMS & SOFTWARE	85397	A	INV#CD2061423 EA	1,621.26
ELECTION SYSTEMS & SOFTWARE	85398	A	INV#CD2061423 EA	870.24
FUELMAN	85534	A	FUEL - EA	76.11
PETERSON TIRE	85428	A	INV#BL52810 EA	7.00
STAPLES	85519	A	INV#3543331526; CR INV#3545331522 E	97.85
STAPLES	85520	A	INV#3545331528 EA	80.81
STAPLES	85521	A	INV#3545882792; CR INV#3545882793 E	18.70
TEXAS ASSOCIATION OF ELECTIONS ADMI	85442	A	DUES - ADAME, R	150.00
TEXAS ASSOCIATION OF ELECTIONS ADMI	85443	A	DUES - REED, T	100.00
DEPARTMENT TOTAL				3,968.58
0412-DISTRICT CLERK				
OFFICESUPPLY.COM	85415	A	INV#5557769 DIST CL	140.68
TEXAS DISTRICT COURT ALLIANCE	85444	A	DUES - DOYLE, C	50.00
TEXAS DISTRICT COURT ALLIANCE	85445	A	WORKSHOP - DOYLE, C	50.00
DEPARTMENT TOTAL				240.68
0415-COUNTY ATTORNEY				
CARD SERVICE CENTER	85549	A	4707 1205 3610 0666 SWIFT	35.00
CARD SERVICE CENTER	85550	A	4707 1205 3610 0666 SWIFT	275.00
OFFICESUPPLY.COM	85495	A	INV#5586266 CO ATTY	102.29
SOFTWARE UNLIMITED CORPORATION	85560	A	INV #62890 CO ATTORNEY	276.95
DEPARTMENT TOTAL				689.24
0425-COUNTY SHERIFF				
A T & T MOBILITY	85360	A	INV #287289997662X08272023 SHERIFF	20.35
AMAZON CAPITAL SERVICES, INC	85370	A	INV#1MWX-GQLQ-PW6X LEC	22.97
AMAZON CAPITAL SERVICES, INC	85371	A	INV#1MWX-GQLQ-PW6X LEC	119.98
AMAZON CAPITAL SERVICES, INC	85372	A	INV#1MWX-GQLQ-PW6X LEC	40.98
APPLIED CONCEPTS, INC	85374	A	INV#424412 LEC	108.00
AUTO CHLOR SERVICES, LLC	85301	A	INV #8399781 LEC	212.75
BLANCO COUNTY TAX ASSESSOR-COLLECT	85379	A	LICENSE TAG #PRW2308 LEC	78.75
BLANCO COUNTY TAX ASSESSOR-COLLECT	85380	A	EXPLORER VIN (LAST 4) 6660	16.75
BLANCO COUNTY TAX ASSESSOR-COLLECT	85381	A	EXPLORER VIN (LAST 4) 6691	16.75
BLANCO COUNTY TAX ASSESSOR-COLLECT	85382	A	EXPLORER VIN (LAST 4) 6666	16.75
BLANCO REGIONAL CLINIC P.A.	85461	A	INV#202250 LEC	105.00
CARD SERVICE CENTER	85545	A	4707 1205 3610 9397 CO JUDGE	1,512.50
CARD SERVICE CENTER	85546	A	4707 1205 3610 9397 CO JUDGE	79.84
CITY OF JOHNSON CITY	85342	A	ACCT #09-1760-01 LEC	1,322.16
CITY OF JOHNSON CITY	85343	A	ACCT #09-1762-01 LEC	54.83
CITY OF JOHNSON CITY	85348	A	ACCT #01-1761-01 LEC	207.18
EXPRESS AUTOMOTIVE SERVICE	85399	A	INV#5214 LEC	90.36
EXPRESS AUTOMOTIVE SERVICE	85400	A	INV#5281 LEC	76.45
EXPRESS AUTOMOTIVE SERVICE	85401	A	INV#5287 LEC	70.25
EXPRESS AUTOMOTIVE SERVICE	85470	A	INV#5360 LEC	90.87
EXPRESS AUTOMOTIVE SERVICE	85471	A	INV#5397 LEC	90.87
EXPRESS AUTOMOTIVE SERVICE	85472	A	INV#5414 LEC	65.72
FREDERICKSBURG DENTISTRY, PLLC	85402	A	INMATE DENTAL - DORTCH, B	499.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
FRONTIER COMMUNICATIONS	85316	A	830-868-7104 LEC	
FUELMAN	85542	A	FUEL - LEC	1,052.80
GALLS INC	85403	A	INV#025329019 LEC	9,443.59
GALLS INC	85404	A	INV#025305135 LEC	129.49
GALLS INC	85475	A	INV#1002239798 LEC	129.49
GALLS INC	85476	A	INV#025527354 LEC	34.60
GT DISTRIBUTORS, INC	85479	A	INV#INV0966665 LEC	213.99
GT DISTRIBUTORS, INC	85480	A	INV#INV2702804 LEC	45.70
GT DISTRIBUTORS, INC	85481	A	INV#INV2749475 LEC	329.90
GT DISTRIBUTORS, INC	85482	A	INV#INV2749475 LEC	378.84
JOHNSON CITY HYDRO GAS	85368	A	acct #2570 LEC	1,380.96
LEADSONLINE LLC	85406	A	INV#406628 LEC	1,468.99
MATTHEW MCMAIN	85408	A	PATROL UNIT 2201	2,819.00
MATTHEW MCMAIN	85409	A	PATROL UNIT 2202	130.00
MATTHEW MCMAIN	85410	A	PATROL UNIT 2204	130.00
MCLANE FORD OF FREDERICKSBURG	85492	A	INV#98576 LEC	130.00
MOBILEXUSA	85320	A	CLIENT #9921935 LEC	100.67
MOBILEXUSA	85321	A	CLIENT #9921935 LEC	212.00
MOBILEXUSA	85322	A	CLIENT #9921935 LEC	106.00
MUNICIPAL EMERGENCY SERVICES	85413	A	INV#IN1924031 LEC	53.00
OFFICESUPPLY.COM	85494	A	INV#5585939 LEC	2,169.54
PERFORMANCE FOOD SERVICE	85421	A	INV#2037076 LEC	262.12
PERFORMANCE FOOD SERVICE	85422	A	INV#2037076 LEC	12.90
PERFORMANCE FOOD SERVICE	85423	A	INV#2044443 LEC	2,720.85
PERFORMANCE FOOD SERVICE	85510	A	INV#2051520 LEC	1,566.46
PERFORMANCE FOOD SERVICE	85511	A	INV#2051520 LEC	25.80
PETERSON TIRE	85430	A	INV#JC43071 LEC	1,563.16
PETERSON TIRE	85431	A	INV#JC43127 LEC	7.00
POLICE & SHERIFFS PRESS	85515	A	INV#182208 LEC	60.00
ROBERT WOODRING	85434	A	REIMBURSEMENT	17.60
SECURITAS TECHNOLOGY CORP	85327	A	INV #6003510578 LEC	205.93
SEYMOURS INC.	85437	A	INV#55432 LEC	1,303.83
SEYMOURS INC.	85438	A	INV#55455 LEC	530.01
SEYMOURS INC.	85517	A	INV#55538 LEC	25.00
SEYMOURS INC.	85518	A	INV#55545 LEC	900.32
STEVEN A LOGSDON	85440	A	PRE-EMPLOYMENT EXAMS - TREVINO, A	237.95
VERIZON WIRELESS	85365	A	INV #9942772882 LEC	175.00
DEPARTMENT TOTAL				2,180.10

37,171.65

0430-COUNTY TREASURER

PERRY OFFICE PLUS	85425	A	INV#IN-1519000 CO TREAS	
PERRY OFFICE PLUS	85426	A	INV#IN-1519315 CO TREAS	194.92
PERRY OFFICE PLUS	85427	A	INV#IN-1519477 CO TREAS	378.20
DEPARTMENT TOTAL				87.88

661.00

0435-INDIGENT HEALTH CARE

BAYLOR SCOTT WHITE	85302	A	PATIENT #03122014	
BAYLOR SCOTT WHITE	85303	A	PATIENT #03122014	63.27
BLANCO PHARMACY & WELLNESS	85367	A	ACCT #113	9.21
BLANCO REGIONAL CLINIC P.A.	85305	A	PATIENT #12152011	90.12
CHRISTUS TRINITY CLINIC	85312	A	PATIENT #025527045	33.95
SCOTT & WHITE HOSPITAL	85325	A	PATIENT #03122014	47.68
DEPARTMENT TOTAL				74.74

318.97

0440-COUNTY EXTENSION AGENCY

MELINDA LEDBETTER	85407	A	REIMBURSEMENT	
PERRY OFFICE PLUS	85424	A	INV#IN-1519920 AG EXT	29.99
DEPARTMENT TOTAL				308.20

338.19

## DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
A T & T MOBILITY	85359	A	INV #287289997662X08272023 EM	31.35
BLANCO COUNTY TAX ASSESSOR-COLLECT	85457	A	LICENSE TAG #1446730 ER MGMT	7.50
CARD SERVICE CENTER	85552	A	4707 1205 3610 0385 LIESMANN	1,058.36
HC & HL TECHNOLOGY SOLUTIONS LLC	85331	A	INV #B2698 EMER MGMT	225.00
VERIZON WIRELESS	85363	A	INV #9942772882 EM	58.78
DEPARTMENT TOTAL				1,380.99
0450-JUDICIAL EXPENSES				
33RD & 424TH JUDICIAL DISTRICTS CSC	85299	A	INV #230731-1 BOND SUPERVISOR AUGUS	336.36
ATASCOSA COUNTY AUDITOR	85300	A	INV #2571 JUVENILE DETENTION	8,400.00
BLANCO CO CHILD PROTECTION BD	85555	A	JURY DONATIONS (3)	120.00
BLANCO CO CHILD PROTECTION BD	85556	A	JURY DONATIONS (27.5)	245.00
BROWN & LACALLADE, P.C.	85306	A	424TH CAUSE #CV09336	915.00
BROWN & LACALLADE, P.C.	85307	A	424TH CAUSE #CV09338	37.50
BROWN & LACALLADE, P.C.	85308	A	424TH CAUSE #CV09399	1,650.00
BROWN & LACALLADE, P.C.	85309	A	424TH CAUSE #CV09406	135.00
BROWN & LACALLADE, P.C.	85310	A	33RD CAUSE #CV09081	15.00
HILL COUNTRY CHILD ADVOCACY CT	85557	A	JURY DONATIONS (4)	160.00
HILL COUNTRY CHILD ADVOCACY CT	85558	A	JURY DONATIONS (22.5)	375.00
JENNIFER C. HARRIS	85317	A	33RD CAUSE #CV09399	517.50
MATTHEW L. RIENSTRA	85319	A	33RD CAUSE #CR01425 REVO.	400.00
PERRY THOMAS	85337	A	33RD CAUSE #2152	400.00
STATE COMPTROLLER	85559	A	JURY DONATIONS (3)	18.00
DEPARTMENT TOTAL				13,724.36
0455-COMMUNITY SERVICES				
TEXAS WILDLIFE DAMAGE MGMT FUND	85357	A	INV #255297 AUGUST	2,400.00
DEPARTMENT TOTAL				2,400.00
0460-STATE AGENIES SERVICES				
FRONTIER COMMUNICATIONS	85349	A	830-868-4008 ADULT PROBATION	342.79
DEPARTMENT TOTAL				342.79
0500-COURTHOUSE EXPENSES				
AMAZON CAPITAL SERVICES, INC	85369	A	INV#16D3-9KVL-DGGG LEC	39.99
BLANCO HEATING & COOLING	85375	A	INV#66097960 PCT 1	386.00
CARD SERVICE CENTER	85543	A	4707 1205 3610 0344 COUNTY	87.53
CARD SERVICE CENTER	85544	A	4707 1205 3610 9397 CO JUDGE	139.80
CARD SERVICE CENTER	85551	A	4707 1205 3610 0666 SWIFT	2,499.49
CARD SERVICE CENTER	85553	A	4707 1205 3610 0385 LIESMANN	350.00
CHARTER COMMUNICATIONS HOLDINGS,LLC	85311	A	INV #0144399081523 LEC	1,456.81
CHARTER COMMUNICATIONS HOLDINGS,LLC	85341	A	INV #0144415082623 COURTHOUSE	722.02
CITY OF JOHNSON CITY	85344	A	ACCT #09-1757-01 PCT 2	183.11
CITY OF JOHNSON CITY	85345	A	ACCT #01-1758-01 ANNEX	75.19
CITY OF JOHNSON CITY	85346	A	ACCT #01-1756-01 COURTHOUSE	266.15
CITY OF JOHNSON CITY	85347	A	ACCT #01-1759-01 ANNEX	51.37
DECOTY	85313	A	INV #942391 COURTHOUSE	75.25
ELLIOTT ELECTRIC SUPPLY	85466	A	TICKET# 36-00933-01 MAINT	52.11
EMERALD IRRIGATION	85314	A	INV #4110 COURTHOUSE & ANNEX	3,865.53
EMERALD IRRIGATION	85315	A	INV #4229 ANNEX	175.95
GRAVES HUMPHRIES, STAHL, LIMITED	85350	A	REPORT #COL005 JP 1	612.51
GULF COAST PAPER CO. INC.	85483	A	INV#2434128	256.22
GULF COAST PAPER CO. INC.	85484	A	INV#2436644	233.01
HC & HL TECHNOLOGY SOLUTIONS LLC	85332	A	INV #B2698 EMER MGMT	3,037.50
JOHNSON CITY PUBLICATIONS LP	85487	A	INV#49162	189.00
JOHNSON CITY PUBLICATIONS LP	85488	A	INV#49153	68.25
JOHNSON CITY PUBLICATIONS LP	85489	A	INV#49166	189.00

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
JOHNSON CITY PUBLICATIONS LP	85490	A	INV#49167	
JOHNSON CONTROLS	85333	A	INV #23653199 LEC	355.50
JONATHAN MARK TWITCHELL	85334	A	INV #06 AUGUST CLEANING SOUTH ANNEX	171.50
KENDNEL KASPER CONSTURCTION	85335	A	OLD JAIL APPLICATION #12	500.00
ODIORNE FEED/RANCH SUPPLY INC	85414	A	INV#204405 LEC	91,581.34
PITNEY BOWES BANK INC.	85323	A	ACCT #8000-9090-0697-9400	153.75
REEH PLUMBING	85516	A	INV#144052 LEC	1,500.00
SPICEWOOD PLUMBING, INC.	85439	A	INV#1792285 LEC	2,324.35
SUSTANABLE SECURITY SOLUTIONS, INC	85441	A	INV#S23-074 LEC	270.00
TERMINIX	85354	A	INV #335165 ANNEX	470.00
TERMINIX	85355	A	INV #335168 SOUTH ANNEX	110.00
TERMINIX	85356	A	INV #335167 LEC	93.00
TEXAS ASSOCIATION OF COUNTIES	85326	A	INV #37931-WC4	149.00
THIRD COAST DISTRIBUTING, LLC	85453	A	INV#933051 LEC	10,525.00
TK ELEVATOR	85358	A	INV #3007458798	88.97
DEPARTMENT TOTAL				315.49
				123,619.69
0505-MAINTENANCE DEPARTMENT				
EXPRESS AUTOMOTIVE SERVICE	85469	A	INV#5389 MAINTENANCE	78.86
FUELMAN	85537	A	FUEL - MAINTENANCE	372.61
DEPARTMENT TOTAL				451.47
0515-JUSTICE OF THE PEACE PCT #1				
NORTHEAST TEXAS DATA CORP.	85353	A	REPORT #CAS017 JP 1	118.00
PERRY OFFICE PLUS	85512	A	INV#IN-1519921 JP1	164.79
POSTMASTER/BOX RENT	85509	A	PO BOX 405 RENTAL	82.00
TEXAS STATE UNIVERSITY	85446	A	INV#67628 JP1	50.00
TEXAS STATE UNIVERSITY	85447	A	INV#67621 JP1	50.00
DEPARTMENT TOTAL				464.79
0525-CONSTABLE PCT #1				
BURNET COUNTY TREASURER	85462	A	INV#21001-8112023-1 SO TRAINING	120.00
FUELMAN	85535	A	FUEL - CONSTABLE 1	415.76
GT DISTRIBUTORS, INC	85477	A	ORDER #DPT000316134 JP1	563.97
MOURSUND INSURANCE AGENCY	85493	A	INV#23736 CONST 1	50.00
PATRICK FISHER	85507	A	REIMBURSEMENT	59.54
PATRICK FISHER	85508	A	REIMBURSEMENT	60.00
PETERSON TIRE	85429	A	INV#JC43073 CONST 1	93.88
TEXAS ASSOCIATION OF COUNTIES	85523	A	DUES - FLOREZ, RUBIN JP1	45.00
VERIZON WIRELESS	85362	A	INV #9942772882 CONST. 1	20.79
DEPARTMENT TOTAL				1,428.94
0530-CONSTABLE PCT #4				
FUELMAN	85536	A	FUEL - CONSTABLE 4	83.57
DEPARTMENT TOTAL				83.57
0535-911-COUNTY EXPENSES				
BIS CONSULTING, LLC	85304	A	INV #9432 SEPTEMBER	3,090.00
DEPARTMENT TOTAL				3,090.00
0545-VERTERAN SERVICES				
VERIZON WIRELESS	85364	A	INV #9942772882 VA	40.18
WENDY STRUNK	85532	A	REIMBURSEMENT	127.72
DEPARTMENT TOTAL				167.90
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	85383	A	INV#86453 RECYCLING	23.40

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BLANCO HYDRO GAS CO.	85384	A	INV#86521 RECYCLING	
BLANCO HYDRO GAS CO.	85385	A	INV#86555 RECYCLING	23.70
BLANCO HYDRO GAS CO.	85386	A	INV#86487 RECYCLING	24.00
BLANCO HYDRO GAS CO.	85387	A	INV#86635 RECYCLING	21.30
BLANCO HYDRO GAS CO.	85388	A	INV#866775 RECYCLING	23.10
BLANCO HYDRO GAS CO.	85389	A	INV#FC152531 RECYCLING	24.00
BLANCO HYDRO GAS CO.	85390	A	INV#86717 RECYCLING	1.73
BLANCO HYDRO GAS CO.	85391	A	INV#FC153455 RECYCLING	24.90
BLANCO HYDRO GAS CO.	85392	A	INV#86746 RECYCLING	2.09
BLANCO HYDRO GAS CO.	85393	A	INV#FC154065 RECYCLING	23.40
WASTE CONNECTIONS LONE STAR, INC	85328	A	INV #12658499V156 RECYCLE	2.47
WASTE CONNECTIONS LONE STAR, INC	85366	A	INV# 12671435V156 RECYCLE	630.00
DEPARTMENT TOTAL				1,260.00
				2,084.09
0560-GENERAL FUND CAPITAL EQUIPMENT				
CAP FLEET	85394	A	INV#CAPI112714 LEC	
CAP FLEET	85395	A	INV#CAPI1412715 RECYCLING	788.00
DELL MARKETING L.P.	85464	A	INV#10696313635 ADDRESSING	788.00
GT DISTRIBUTORS, INC	85478	A	INV#INV2661259 LEC	849.12
MOTOROLA SOLUTIONS, INC.	85411	A	TRANS #8281691435 LEC	4,299.48
MOTOROLA SOLUTIONS, INC.	85412	A	TRANS #8281693272 LEC	14,224.92
ONSITEDECALS, LLC	85496	A	INV#14607 LEC	381.51
DEPARTMENT TOTAL				2,310.00
				23,641.03
0585-COUNTY INSPECTOR				
FUELMAN	85538	A	FUEL - INSPECTOR	149.19
DEPARTMENT TOTAL				149.19
FUND TOTAL				216,684.95

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
BLANCO COUNTY TAX ASSESSOR-COLLECT	85459	A	LICENSE TAG #9082029 PCT 1	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	85460	A	LICENSE TAG #1107279 PCT 1	22.00
DIRT WORKS	85465	A	INV#26999 PCT 1	294.00
FUELMAN	85539	A	FUEL - PCT 1	678.44
HYE PIPE & FEED	85405	A	ORDER #1765327 PCT 1	260.20
HYE PIPE & FEED	85485	A	ORDER #1767516 PCT 1	12.50
HYE PIPE & FEED	85486	A	ORDER #1767004, RMA #1767519	304.38
OUTLAW LUMBER & HARDWARE, LLC	85498	A	INV#82331 PCT 1	56.90
OUTLAW LUMBER & HARDWARE, LLC	85499	A	INV#86356 PCT 1	18.00
OUTLAW LUMBER & HARDWARE, LLC	85500	A	INV#84515 PCT 1	56.90
OUTLAW LUMBER & HARDWARE, LLC	85501	A	INV#84710 PCT 1	260.98
OUTLAW LUMBER & HARDWARE, LLC	85502	A	INV#85460 PCT 1	170.70
OUTLAW LUMBER & HARDWARE, LLC	85503	A	INV#85582 PCT 1	238.98
OUTLAW LUMBER & HARDWARE, LLC	85504	A	INV#85776, CR INV#85809 PCT 1	51.64
PETERSON TIRE	85514	A	INV#BL52906 PCT 1	47.00
RDO EQUIPMENT	85432	A	INV#E0016625 PCT 1	2,460.00
SAN ANTONIO BRAKE AND CLUTCH	85435	A	INV#566816 PCT 1	804.00
THIRD COAST DISTRIBUTING, LLC	85448	A	INV#931883 PCT 1	13.00
THIRD COAST DISTRIBUTING, LLC	85450	A	INV#932016 PCT 1	8.99
THIRD COAST DISTRIBUTING, LLC	85451	A	INV#932438 PCT 1	139.19
THIRD COAST DISTRIBUTING, LLC	85527	A	INV#933255 PCT 1	13.99
TONY MIRANDA	85454	A	INV#998869 PCT 1	290.00
UNIFIRST CORPORATION	85338	A	ACCT #512256 PCT 1	368.07
WYATT JOE FINCH	85533	A	INV#599439 PCT 1	8,999.35
DEPARTMENT TOTAL				15,576.71
0550-R&B PCT #2				
BLANCO COUNTY TAX ASSESSOR-COLLECT	85458	A	LICENSE TAG #9049772 PCT 2	7.50
EMIL UECKER	85467	A	REIMBURSEMENT	81.17
EMIL UECKER	85468	A	REIMBURSEMENT	25.96
FUELMAN	85540	A	FUEL - PCT 2	672.74
K.C. ENGINEERING INC	85491	A	INV#2023-1033 PCT 2	12,736.00
OUTLAW LUMBER & HARDWARE, LLC	85505	A	INV#84842 PCT 2	37.98
OUTLAW LUMBER & HARDWARE, LLC	85506	A	INV#85690 PCT 2	15.43
PATHMARK TRAFFIC PRODCT/TX INC	85417	A	INV#17328 PCT 2	213.00
PATHMARK TRAFFIC PRODCT/TX INC	85418	A	INV#16962A PCT 2	104.00
PATHMARK TRAFFIC PRODCT/TX INC	85419	A	INV#17323 PCT 2	106.50
THIRD COAST DISTRIBUTING, LLC	85528	A	INV#930812 PCT 2	66.56
THIRD COAST DISTRIBUTING, LLC	85529	A	INV#931710 PCT 2	39.99
THIRD COAST DISTRIBUTING, LLC	85530	A	INV#932681 PCT 2	81.32
THIRD COAST DISTRIBUTING, LLC	85531	A	INV#933281 PCT 2	109.45
UNIFIRST CORPORATION	85339	A	ACCT #512256 PCT 2	374.99
DEPARTMENT TOTAL				14,672.59
0560-R&B PCT #3				
ARMADILLO MATERIALS LLC	85456	A	INV#ARM10202 PCT 3	7,983.82
COOPER EQUIPMENT CO.	85463	A	INV#IN59812 PCT 3	98.82
FORD & CREW HOME AND HARDWARE	85474	A	INV#16351/1 PCT 3	12.00
FRONTIER COMMUNICATIONS	85361	A	ACCT #830-825-3270 PCT 3	113.52
STROEHER & OLFERS INC	85522	A	INV#224397 PCT 3	1,925.48
THIRD COAST DISTRIBUTING, LLC	85525	A	INV#123141 PCT 3	109.44
THIRD COAST DISTRIBUTING, LLC	85526	A	INV#123285 PCT 3	21.98
DEPARTMENT TOTAL				10,265.06
0570-R&B PCT #4				
ASPHALT PATCH ENT. INC.	85373	A	RECEIVING RECORD#096610 PCT 4	558.80

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
FUELMAN	85541	A	FUEL - PCT 4	
OUTLAW LUMBER & HARDWARE, LLC	85416	A	INV#84085 PCT 4	764.14
OUTLAW LUMBER & HARDWARE, LLC	85497	A	INV#84085 PCT 4	39.99
PATHMARK TRAFFIC PRODCT/TX INC	85420	A	INV#17350 PCT 4	39.99
PERRY OFFICE PLUS	85513	A	INV#IN-1519916 PCT 4	1,362.25
RDO EQUIPMENT	85433	A	INV#E0016625 PCT 4	301.03
SAN ANTONIO BRAKE AND CLUTCH	85436	A	INV#566816 PCT 4	2,460.00
THIRD COAST DISTRIBUTING, LLC	85449	A	INV#931883 PCT 4	804.00
THIRD COAST DISTRIBUTING, LLC	85452	A	INV#931837 PCT 4	12.99
THIRD COAST DISTRIBUTING, LLC	85524	A	INV#933136 PCT 4	48.46
TONY MIRANDA	85455	A	INV#998869 PCT 4	67.96
UNIFIRST CORPORATION	85340	A	ACCT #512256 PCT 4	290.00
DEPARTMENT TOTAL				299.93
				7,049.54
FUND TOTAL				47,563.90

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
KOFILE TECHNOLOGIES, INC	85352	A	INV #KT-012315 COUNTY CLERK	447.00-
KOFILE TECHNOLOGIES, INC	85351	A	INV #KT-012315 COUNTY CLERK	1,946.25
PPT	85324	A	INV #79999 CO CLERK	82.58
DEPARTMENT TOTAL				1,581.83
FUND TOTAL				1,581.83

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES					
	SAGE LANE LAW PLLC	85318	A	CAUSE #P05068	360.00
	DEPARTMENT TOTAL				360.00
	FUND TOTAL				360.00

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
KENDNEL KASPER CONSTURCTION	85561	A	APPL #9 FAIR GROUNDS	204,235.14
KENDNEL KASPER CONSTURCTION	85562	A	APPL #1 STARFLIGHT EMS	235,219.64
DEPARTMENT TOTAL				439,454.78
FUND TOTAL				439,454.78

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
FILEX SYSTEMS, INC	85473	A	INV#10063 CO CLERK	414.00
DEPARTMENT TOTAL				414.00
FUND TOTAL				414.00

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
COOPER EQUIPMENT CO.	85396	A	CONTRACT#S001529 PCT 2	4,770.00
DEPARTMENT TOTAL				4,770.00
FUND TOTAL				4,770.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
CARD SERVICE CENTER	85554	A	4707 1205 3610 0385 LIESMANN	924.69
DEPARTMENT TOTAL				924.69
FUND TOTAL				924.69

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-2021 TAX NOTE EXPENSES				
KENDNEL KASPER CONSTURCTION	85336	A	OLD JAIL APPLICATION #11	84,961.00
DEPARTMENT TOTAL				84,961.00
FUND TOTAL				84,961.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-INTEREST & SINKING EXPENSES				
BROADWAY BANK	85329	A	#1755110000	400.00
DEPARTMENT TOTAL				400.00
FUND TOTAL				400.00

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

797,115.15

# CONSTITUTION WEEK PROCLAMATION

**WHEREAS** September 17, 2023, marks the two hundred and thirty-six anniversary of the adoption of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS** the Daughters of the American Revolution are descendants of these great patriots; and

**WHEREAS** Public Law No. 915, adopted August 2, 1956, guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week, and

**WHEREAS** it is fitting and proper to accord official recognition to this memorable anniversary, and to the patriotic exercise that will commemorate the occasion.

**NOW, THEREFORE BE IT HEREBY PROCLAIMED**, by the power vested in me as the County Judge of Blanco County, Texas, that

**SEPTEMBER 17-23, 2023**

be designated as

## CONSTITUTION WEEK

in Blanco County, Texas, and urge all citizens to participate in observance of this important patriotic event by reaffirming the ideals of the framers of the Constitution.

**PROCLAIMED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Brett Bray  
Blanco County Judge

ATTEST:

\_\_\_\_\_  
Laura Walla  
Blanco County Clerk



## APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.  
Counties: Official appointments are made at Commissioners Court.  
Cities, Towns, Villages: Official appointments are made at City Council meetings.  
Organizations: Official appointments are made by the Board or other governing body.

### PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

Blanco County Commissioners Court (e.g., Travis County Commissioners Court)  
-OR-  
\_\_\_\_ City Council (e.g., Austin City Council)  
-OR-  
\_\_\_\_ Other (Board or other governing body)

Blanco County  
City, County, or Organization being represented

Brett Bray  
Name of Representative

Blanco County Judge  
Position

PO Box 387  
Address

Johnson City, TX 78636  
City, Zip Code

830-868-4266  
Telephone Number

830-868-9112  
Fax Number

cojudge@co.blanco.tx.us  
Email address (General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)

Check One:

☒ Reappointment  
☐ Filling Vacancy  
☐ Changing Representative

\_\_\_\_\_  
Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on September 12, 2023.  
Date of Meeting

\_\_\_\_\_  
Signature of Chief Elected Official/Chair of Governing Board

9-12-23  
Date

Email this form to [mcanales@capcog.org](mailto:mcanales@capcog.org) or fax it to 512-916-6001. For questions about completing this form, call Mason W. Canales at 512-916-6163.



## Nomination Form to Serve on the Executive Committee

I, Brett Bray, Blanco County Judge representing Blanco County  
(Please print name) (Office or Title) (Name of Jurisdiction)

place my name in nomination for the following seat on Capital Area Council of Governments (CAPCOG)  
Executive Committee (Check one appropriate designation):

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Representative of a County     | <input type="checkbox"/> City with population between 25,000 and 100,000 |
| <input type="checkbox"/> Representative of the City of Austin      | <input type="checkbox"/> City with population under 25,000               |
| <input type="checkbox"/> City with population of more than 100,000 | <input type="checkbox"/> At-Large  |

PLEASE COMPLETE THE FOLLOWING SECTION

Brett Bray  
Name of Representative  
PO Box 387  
Address  
830-868-4266  
Telephone Number

cojudge@co.blanco.tx.us  
Email address  
Johnson City, TX 78636-0387  
City, Zip Code  
Connie Harrison, 830-868-4266  
charrison@co.blanco.tx.us  
Support Staff Contact Information

With my signature below, I acknowledge the following:

- I am a designated representative to the CAPCOG General Assembly for my jurisdiction.
- I am an elected or newly-elected (and not yet sworn in) official of the governing body of my jurisdiction.
- I understand that membership on the Executive Committee requires my attendance at meetings on the second Wednesday of every month, and that per the bylaws, four absences may result in vacating the seat.
- I understand that this nomination is for a term from Jan. 1, 2024 to expire Dec. 31, 2024.
- I understand in order to serve on the Executive Committee my jurisdiction must pay its CAPCOG membership dues by Dec. 1, 2023.
- I ensure that I will perform my duties as a public official in compliance with the nepotism provisions defined in Texas Government Code Chapter 573.

Signature

9-12-23  
Date

Submit this form via mail to the Capital Area Council of Councils of Governments, 6800 Burleson Road, Building 301, Suite 165, Austin, TX 78744 or fax it to 512-916-6001; Attn: Mason W. Canales. Or submit it via email to [mcanales@capcog.org](mailto:mcanales@capcog.org) with the subject line "2023 EC Nomination".

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN KINNEY COUNTY AND BLANCO COUNTY**

**2022 TxCDBG Colonia Fund: Planning & Needs Assessment**

**Amendment No. 1**

**Section 1.**

WHEREAS, the Texas Department of Agriculture ("TDA") awarded grant agreement CFP 22-0169 to Kinney County, for the purpose of supporting Colonia Planning and Needs Assessment activities in a certain region of Texas ("CFP grant");

WHEREAS, Kinney County and Blanco County (collectively, "Parties"), entered into an Interlocal Cooperation Contract for the performance of colonia planning activities within the jurisdiction of Blanco County, in the furtherance of Kinney County's performance of its duties under the CFP grant ("Contract"),

WHEREAS, the Contract provided that its initial term would end on August 31, 2023, and further provided that the Parties may exercise up to two (2) one-year options to renew the Contract, thus providing for a maximum combined term through August 31, 2025;

WHEREAS, the CFP grant term ends January 31, 2027, and

WHEREAS, the CFP grant and the Colonia Planning and Needs Assessment activities are ongoing and the Parties agree that the additional time is required to ensure the purposes of the CFP grant and the Contract are fully accomplished,

NOW, THEREFORE, for and in exchange for the mutual promises and considerations set forth in this Amendment No. 1, the Parties hereby agree as follows:

**Section 2.**

The parties agree to amend the Contract by replacing SECTION 5, TERM, with the following language:

**SECTION 5. TERM**

The term of this Contract commences on the date the last party executes the Contract and ends on January 31, 2027. The parties may exercise up to two (2) one-year options to renew to accomplish the purposes of the Contract provided the renewal is mutually agreed upon and authorized by each party's governing body.

**Section 3.**

All oral and written agreements between the parties relating to the subject manner of this Amendment No. 1 that were made prior to the execution of this document have been reduced to writing and are contained herein. Except as amended herein, the Contract remains in full force and effect.

This Amendment No. 1 is not effective unless and until it is signed by authorized representatives of both parties.

**Agreed to and signed by:**

Judge John Paul Schuster County Judge,  
Kinney County, Texas

Judge Brett Bray, County Judge,  
Blanco County, Texas



**COMMUNITY RESOURCE CENTERS of TEXAS, INC.  
MEMORANDUM OF UNDERSTANDING**

**BLANCO COUNTY COMMUNITY RESOURCE CENTER**

This agreement is between the two following parties: Blanco County, hereto referred to as "Agency" and Community Resource Centers of Texas, Inc. hereto referred to as "CRCTX". This agreement is for the use of real and personal property ("MOU") located at 206 Hwy. 281 S, Johnson City, TX 78636 and is made and entered into on this date,           ,        2023, with no ending date.

**Termination of Occupancy:** Termination of occupancy can be initiated at any time by the Agency or the CRCTX with a 60-day written notice. Updates to this MOU can be submitted in writing by either party, which will take effect upon written approval of both parties.

**Liabilities & Insurance:** CRCTX and Agency hereby agree to indemnify, defend, and hold harmless Agency/CRCTX and its employees of and from any claims, losses, liabilities, and demands of every kind and nature whatsoever, including, without limitation, the cost of defending such claims, losses, liabilities, and demands, including, without litigation, attorneys' and accountants' fees therefor, arising in connection with any acts or omissions by Agency/CRCTX or any of its agents or employees in connection with the MOU.

CRCTX or its affiliates shall maintain a policy of comprehensive general liability insurance covering against loss of life, bodily injury and/or property damage in an amount equal to not less than \$1,000,000.00 .

Agency shall maintain a policy of comprehensive general liability insurance insuring CRCTX and Texas Housing Foundation against loss of life, bodily injury and/or property damage in an amount equal to not less than \$1,000,000.00 and listing CRCTX and Texas Housing Foundation as co-insureds.

**Compliance:** CRCTX and Agency hereby agree to comply with all local, state, and federal emergency guidelines.

**CRCTX WILL PROVIDE AT NO CHARGE:**

- Office space including desk, chair, and common Xerox copier for black and white copies
- WIFI & utilities (to include electricity, air conditioning, and heating)
- Access to CRCTX offices M-F, 8-4:30. Before/afterhours access is also available
- A key or access code to building, depending upon CRCTX location
- Limited reception desk services and client waiting area
- Use of common areas at all times and meeting rooms upon reservation. Shared kitchen is available
- Periodic collaborative marketing opportunities
- Opportunities for shared grant-seeking, interagency gatherings, and referral to other organizations
- Reserved parking is not provided; be advised that events could cause the parking lots to be at capacity

**AGENCY WILL PROVIDE/BE RESPONSIBLE FOR:**

- Delivery of community services according to the agency mission
- Current and up to date contact information for agency's onsite representative and leadership
- Current marketing materials and program information to CRCTX for referral purposes
- Any additional furniture needed including locked file storage if necessary for compliance
- Security of Agency equipment and files
- Any required technology/equipment
- Keeping workspaces tidy, taking all trash to the large kitchen garbage, and cleaning up after eating in the kitchen or meeting room
- Supplying copy paper for large print projects
- Notifying CRCTX of service changes or changes to office hours
- If office hours occur outside normal working hours:
  - CRCTX main doors will be locked. Agency will need to admit clients through the locked door and escort them back out
  - Agency assumes full liability for client's actions
  - Client should not be left unattended outside of the agency's space outside of business hours
  - Clients' family members/escorts should not be left unattended in the CRCTX building and should be present with the client or immediately outside the agency office
- Participating in monthly data reporting via Charity Tracker or other agreed upon data sharing
- Following CRCTX office decoration and modification policy (attached)
- Following CRCTX emergency & incident policy (attached)
- Reporting in writing, any damage to CRCTX facility and/or equipment caused by employees, representatives, or clients to the CRCTX Director of Finance and Business Administration immediately. Potential repair costs will be reviewed with Agency; upon approval related invoices will be due and payable within 30 days.
- A policy of comprehensive general liability insurance insuring CRCTX and Texas Housing Foundation against loss of life, bodily injury and/or property damage in an amount equal to not less than \$1,000,000.00 and listing CRCTX and Texas Housing Foundation as co-insureds.
- CANDLES, WAX WARMERS, AND WAX MELTS ARE NOT ALLOWED.

### **Children in the Workplace**

The presence of children in the workplace with an Agency representative/employee parent during the Agency representative/employee's work hours (including standard hours and after hours) is to be avoided except in emergency situations. This policy is established to avoid disruptions for other agencies and reduce property liability.

### **Animals in the Workplace**

Service animals are allowed. Additionally, leashed pets are allowed in the CRC lobby as long as they are quiet and calm. This is to allow homeless individuals and other clients to avoid leaving their animals unattended outside or in hot cars.

### **CRCTX Technology**

High-Speed Internet Service is subject to the network through which it is provided. CRCTX cannot guarantee speeds, uninterrupted error-free service, service performance or connectivity. We encourage you to bring your own Hot Spot if possible. We encourage you to use a VPN (Virtual Private Network) any time you are connected to our or any public Internet. *Wireless printing to common Xerox copier is not available.*

☒ You acknowledge that the Community Resource Centers of Texas, Inc. cannot guarantee the speed, uninterrupted connectivity, or performance for the provided internet or WiFi.

☒ You acknowledge the internet is a volatile environment and we are not liable for confidential information stored on or traversing our network. You must take all appropriate precautions to secure confidential information, including encrypting, if you deem necessary.

☒ You acknowledge we are not responsible for any damage to your hardware or software. You must take necessary precautions to secure your hardware and software from potential security breaches.

☒ You acknowledge there is no on-site technology assistance/support available at this CRCTX.

## Keys and Access Codes

To help protect life, confidentiality, and property, CRCTX restricts issuance and duplication of keys and access codes. A CRCTX Key Policy must be signed before key(s)/access code is assigned. The CRCTX Director of Finance and Business Administration will provide Key Policy form and assign key(s)/access code.

- All keys remain the property of the CRCTX
- Issuance of keys/access codes will be limited to agency employees
- All key/code requests must be made using the Key Request Form and submitted to the CRCTX Director of Finance and Business Administration. The Executive Director has final approval. Contact (830) 693-0700 to obtain Key Request Form
- Agency employees issued keys shall take reasonable precautions to prevent their loss or theft. Agency shall be responsible for replacement cost of any lost or stolen key, including the payment of necessary re-keying of locks and issuance of new keys for all users of the affected re-keyed areas
- In the event of theft or loss of keys, the key holder shall immediately notify the CRCTX Director of Finance and Business Administration or Executive Director at (830) 693-0700
- Unauthorized key duplication or the loaning of keys or codes to an unauthorized person is a willful violation of this policy. Violation will result in loss of key privilege.
- Each person possessing a CRCTX key is responsible for the safekeeping of the assigned key
- Employees and Agency representatives who terminate employment must return keys to the CRCTX Director of Finance and Business Administration immediately. Agency responsible for the return of all keys when Agency vacates CRCTX office space.

### EXECUTED BY:

Blanco County  
AGENCY

Judge Brett Bray, Blanco County Judge

[cojudge@co.blanco.tx.us](mailto:cojudge@co.blanco.tx.us)

EMAIL

830-868-4266

OFFICE PHONE

LUCY MURPHY  
EXECUTIVE DIRECTOR  
COMMUNITY RESOURCE CENTERS OF TEXAS, INC.

DATE EXECUTED

Please initial you have received the following attachments.

\_\_\_\_\_ MEETING/CONFERENCE ROOM POLICY

\_\_\_\_\_ DECORATION AND OFFICE MODIFICATION POLICY

Please attach a copy of the general liability insurance policy required for CRCTX office occupancy.

AGENCY: Blanco County

AGENCY REPRESENTATIVE: Brett Bray, Blanco County  
Judge

EMAIL ADDRESS: [cojudge@co.blanco.tx.us](mailto:cojudge@co.blanco.tx.us)

OFFICE PHONE: 830-868-4266

MAILING ADDRESS: PO Box 471, Johnson City, TX 78636

CIRCLE REQUESTED LOCATIONS, DAYS, AND TIMES-

**BLANCO  
COUNTY**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON
NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM
OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE

**BURNET  
COUNTY**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON
NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM
OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE

**LLANO  
COUNTY**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON
NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM
OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE

**WILLIAMSON  
COUNTY**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON	8 AM - NOON
NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM	NOON - 4:30 PM
OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE	OTHER CHOICE

QUESTIONS?  
CONTACT:  
DAWN CAPRA  
DIRECTOR OF COMMUNITY IMPACT  
830-693-0700



**CRC**  
Community Resource Centers  
of Texas Inc.

## **COMMUNITY RESOURCE CENTERS OF TEXAS, INC. DECORATION AND OFFICE MODIFICATION POLICY**

Agency must agree to the following before decorating or modifying CRCTX office space:

- Submit any proposed CRC structural changes or renovations to CRC property to CRC Director of Finance and Business Administration for prior written approval. Agency is liable for all costs involved in the changes.
- Agency must use picture hanger kit provided by CRC to hang pictures, bulletin/ white boards, etc. on office walls. Thumbtacks are not allowed. Contact local site coordinator for picture hanging kit.
- No items are to be hung on office door.
- CRCTX will provide an agency sign in the plaque near the office door

**EXECUTED BY:**

Blanco County  
AGENCY

Judge Brett Bray, Blanco County Judge

cojudge@co.blanco.tx.us  
EMAIL

(830) 868-4266  
OFFICE PHONE

LUCY MURPHY  
EXECUTIVE DIRECTOR  
COMMUNITY RESOURCE CENTERS OF TEXAS, INC.

DATE EXECUTED

CRCTX Director of Finance and Business Administration:

Mary Jo Callaway  
[mcallaway@crctx.org](mailto:mcallaway@crctx.org)  
(830) 693-0700



**CRC**  
Community Resource Centers  
of Texas Inc.

## Meeting/Conference Room Policy

The CRC Meeting Room and Conference Room are designed to provide meeting space for as many groups as possible to meet for informational, training, educational, cultural, and civic needs. Both rooms are available for use seven days a week from 7am-10pm. There is no charge for room use. All programs and exhibits shall be free - no solicitation, admission or other charges, fundraising or sales are allowed.

Party using the meeting or conference room will hereby be referred to as "Group" and the Community Resource Centers of Texas, Inc. will be referred to as "CRC." Any advertising, notices or printed materials must include a disclaimer that the event is not in any way affiliated with or sponsored by the CRC. Permission to use the meeting room does not constitute an endorsement of the Group by the CRC.

If the meeting is scheduled for a time after normal business hours, requests for the meeting or conference room and arrangements to pick up a key will be made with the CRC Director of Community Impact/Site Coordinator. Requests for reservations will be made no less than two days in advance of scheduled meeting. The meeting or conference room may be reserved for a maximum of two days per week; however, reservations for more than two days will be considered and contingent upon availability. Meetings for more than two days per week are subject to a 24-hour cancellation to enable other community members' use of the facility. Further, 24-hour notification must be given by board or group for reservation cancellations.

The individual making the reservation, as well as members of the Group as a whole, shall be responsible for reporting in writing any damage to CRC facility and/or equipment caused by employees, agents, or representatives of the Group. Repair costs will be invoiced and due within 30 days. CRC shall not be responsible for damage to or loss of Group's personal property and the Group will not hold CRC liable for such damage suffered by the Group or its invitees. Further, in the event a key is lost, the key holder shall immediately notify the CRC Director of Community Impact or CRC Executive Director. The person assigned the key shall be responsible for payment of costs necessary to re-key locks.

**In case of emergency during use, CALL 911 then contact Lucy Murphy, CRC Executive Director, immediately at 713-501-9877.**

### Care of Facility:

- Food and drink are allowed and must be provided by the Group. Group must provide their own paper goods.
- Appliance Use – Appliances may be used, however, frying food is not allowed.
- Remove all supplies, food items and trash when leaving. Trash should be disposed of off property. The facility, including restrooms, must be left in the same condition as received by the group. Chairs/tables must be returned to their original placement.
- Group is responsible for locking building and placing key in the designated drop box or returning key to the reception desk the next day during business hours.
- Do not affix anything to the walls.
- Smoking and Alcohol are NOT permitted on facility property.

Your signature below indicates that you have read and understand the Meeting and Conference Room Policy including accepting responsibility for maintaining the condition of the meeting or conference room and the return of the key.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**I acknowledge receipt of the key:**

\_\_\_\_\_  
Signature                      Time                      Date

**Date key returned:** \_\_\_\_\_

## MEETING/CONFERENCE ROOM RESERVATION

**To be completed by group representative (please print):**

Organization/Group Name: \_\_\_\_\_

Organization/Group Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Number Attending: \_\_\_\_\_

Time Requested: \_\_\_\_\_

*Please circle your location:*

Burnet County CRC  
1016 Broadway  
Marble Falls, TX 78654

Blanco County CRC  
206 S. Hwy 281  
Johnson City, TX 78636

Liberty Hill CRC  
155 Hillcrest Lane  
Liberty Hill, TX 78642

Llano County CRC  
100 Legend Hills  
Llano, TX 78643

*Please circle one:*

**Purpose:** Training    Board Meeting    Networking    Cooking/Kitchen    General Meeting/Other:

*Please circle one:*

**Type of group:**    Non-Profit    Affiliation/Alliance    Business    Church  
First Responder    Local Government    State/Regional Organization  
Other: \_\_\_\_\_    Personal

*Please circle one:*

**Technology:**    Polycom phone    Smart HDTV    Laptop    HDMI Cord

I need training on technology equipment:    YES    NO    Guest WiFi Password: CRCVisit

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND  
AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY  
AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE  
SUBJECT

WHEREAS, the Capital Area Housing Finance Corporation (the "*Corporation*") was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the Texas City of San Marcos pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "*Act*"); and

WHEREAS, by resolution adopted on June 14, 2023, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$61,000,000 (the "*Reservation*"); and

WHEREAS, by resolution adopted on June 14, 2023, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("*TDHCA*"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as the governmental unit that created the Corporation, the Board of County Commissioners of Blanco County, Texas (the "*Governing Body*") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "*Assignment Agreement*"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BLANCO COUNTY, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The County Judge of Blanco County, Texas is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[Execution page follows]

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

ATTEST:

COPY

Co ty, < \_\_\_\_\_

Exhibit A

COPY

Exhibit A

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CAPITAL AREA HOUSING FINANCE CORPORATION ("CAHFC"), a Texas nonprofit housing finance corporation and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ("TDHCA"), a public and official agency of the State of Texas.

COPY

### RECITALS:

A. CAHFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes CAHFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "Code"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "State") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "Allocation Act").

F. The Allocation Act requires CAHFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "Application for Reservation") with the Texas Bond Review Board (the "Bond Review Board"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the "Allocation Rules") require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 14, 2023, CAHFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$61,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "Reservation").

I. CAHFC has determined to (a) delegate to TDHCA CAHFC's authority to issue bonds or mortgage credit certificates ("MCCs") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. CAHFC was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos (collectively, the "Sponsors") pursuant to the Act.

K. As the governmental unit that created CAHFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

*Section 1. Assignment.* CAHFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of CAHFC's right, title and interest in, to and under the Reservation (the "Assignment"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2023 program year.

*Section 2. Consents.* CAHFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

*Section 3. Expenses.* TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

*Section 4. Agreement.* In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of CAHFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans," and referred to herein together with the Pooled Loans collectively as "CAHFC Loans"), until an aggregate amount of \$61,000,000 of CAHFC Loans (accounting for

the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. CAHFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; *however*, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

*Section 5. Fees.* TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "CAHFC Fees") of the aggregate outstanding balance of CAHFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. CAHFC Fees will be paid for a period of 10 years for each CAHFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an CAHFC Fee is calculated. The outstanding balance of CAHFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of CAHFC Loans). CAHFC Fees cease to accrue with respect to any CAHFC Loan once that CAHFC Loan has been repaid or prepaid. CAHFC Fees will be paid annually, in accordance with payment instructions to be provided by CAHFC.

*Section 6. Reporting.* Once CAHFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

*Section 7. Governing Law.* This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

*Section 8. Severability.* The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

*Section 9. Entire Agreement; Amendment and Waiver.* This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

*Section 10. Counterparts.* This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

CAPITAL AREA HOUSING FINANCE  
CORPORATION

COPY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**2023 Term Sheet  
Housing Finance Corporation Volume Cap Assignment**

**Issuer:** Texas Department of Housing and Community Affairs ("TDHCA")

**HFC Partner:** Housing Finance Corporation ("HFC")

**Volume Cap:** To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").

**Assignment:** TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.

**Assignment Purpose:** To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax- exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").

**Loan Prioritization:** The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.

**Volume Cap Utilization:** Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.

**HFC Fees:** TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage- backed securities or for which an MCC has been issued.

The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.

HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.

**Related Costs:**

TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.

**Reporting:**

Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

**Mortgage Loan Program**

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.



September 5, 2023

Judge Brett Bray  
Blanco County Judge  
101 E. Cypress Street  
Johnson City, Texas 78636

COPY

Re: Redaction of email addresses from an Estimated 60,000 images

Dear Judge Bray,

This letter shall serve as an estimated project cost to provide redaction services of email addresses from images provided to Kofile from the County.

The pricing of these services assumes the following:

- 40 years of permit applications and supporting documentation (1984 – 2023)
- An average of 150 permit applications per year
- An average of 10 images per permit application

The pricing is below:

Blanco County Permits						
RECORDS SERIES TITLE	Estimated Permit Count Per Year*	Estimated Image per Permit*	Total Estimated Images	NOTES	Redaction per page	Total Price
Permits from 1984 to 2023 (40 Years)	150	10	60,000	Redact email addresses only	\$ 0.15	\$ 9,000.00
Estimated Total						\$ 9,000.00
* This are estimates based on a sample size of the project.						
Note - Images were provided by the County; Kofile did not perform imaging services for this project.						

The highlights of the services included in this proposal are:

#### Redaction (RD)

- Project presented to Kofile in folders by year; permit and supporting documentation
  - Each image will need to be physically viewed by a techican for redaction services as many applications are handwritten.
- Redaction will apply to email addresses only.
- The County receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Formatted to import into the County Clerk's Vanguard land/vitals system.



**Payment Terms:**

Pay 50% upon inventory pick-up with the balance due upon project completion. Final billing occurs on actual page counts and will not to exceed the County PO, or this RFP response, without written prior approval by the County.

**CUSTOMER ACCEPTANCE**

\_\_\_\_\_  
Signature of Authorized Official

Brett Bray

\_\_\_\_\_  
Print Name of Authorized Official

Blanco County Judge

\_\_\_\_\_  
Title of Authorized Official

9-12-23

\_\_\_\_\_  
Date

**KOFILE ACCEPTANCE**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

Thank you for allowing Kofile to provide services for this project.

Sincerely,

Catherine "Cathy" Drolet  
[Catherine.drolet@kofile.com](mailto:Catherine.drolet@kofile.com)  
210-860-6906

August 11, 2023

**Laura Walla**

Blanco County Clerk  
101 E. Cypress  
Johnson City, TX 78636

## Cloud Records Septic Permit Image and Index Upload

COPY

**SUBMITTED BY:**

Clint Faulknor  
Customer Success Manager  
C: 903-306-8820  
Clint.Faulknor@GovOS.com



8310 N Capital of Texas Hwy, Austin, TX 78731

p: 214.442.6668 | f: 214.442.6669

RFP@GovOS.com | www.GovOS.com



## Image and Indexing Upload Proposal

Government's potential to do good is largely measured by how quickly they respond to and accommodate citizen needs, both online and off. We are committed to being exceptional partners with agencies nationwide as we work together to bridge the growing gap between the analog and digital ages.

### Scope of Work:

- Import existing images into Cloud Records
  - SEPTIC PERMIT images to be imported into Cloud Records
    - Approximately 4,000 multipage PDF documents to be converted to TIFF documents
    - Import into Cloud Records as document type: SEPTIC PERMIT into department: REAL PROPERTY

COPY



## GovOS Pricing

Please initial selected services.

Blanco | August 2023

NUMBER OF IMAGES: 4,000~4,000 multipage PDFs

NUMBER OF DOCUMENTS: 4,000

DESCRIPTION:	GOVOS FEE:	APPLICABLE?	COST:	NOTES:
ONE-TIME SETUP FEE:	\$ 750.00	Yes	\$ 750.00	
RE-LOAD FEE:	\$ 500.00	PENDING		Fee is dependent on any issue with data and work \$ -needs to be re-done
PER IMAGE FEES:				
IMAGE BUNDLING:	\$ 0.05	NO	\$ -	
PER DOC FEES:				
CREATE NEW RECORDS:	\$ 0.05	YES	\$ 200.00	
LINK TO EXISTING RECORDS:	\$ 0.07	NO	\$ -	
APPLYING INDEX:	\$ 0.10	NO	\$ -	
IMAGE CONVERSION: PDF to TIFF	\$ 0.12	Yes	\$ 480.00	
GRAND TOTAL			\$ 1,430.00	

COPY



## GovOS Services Order Form

Contact Information	
Organization Name	Blanco County Clerk
Street Address	101 E. Cypress
City, State, Zip	Johnson City, TX 78636
Primary Contact Name	Laura Walla
Primary Contact Email	countyclerk@co.blanco.tx.us
Billing Details	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	<input type="checkbox"/> Email / Electronic (default) <input type="checkbox"/> Mail
Preferred Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

### Customer Acceptance

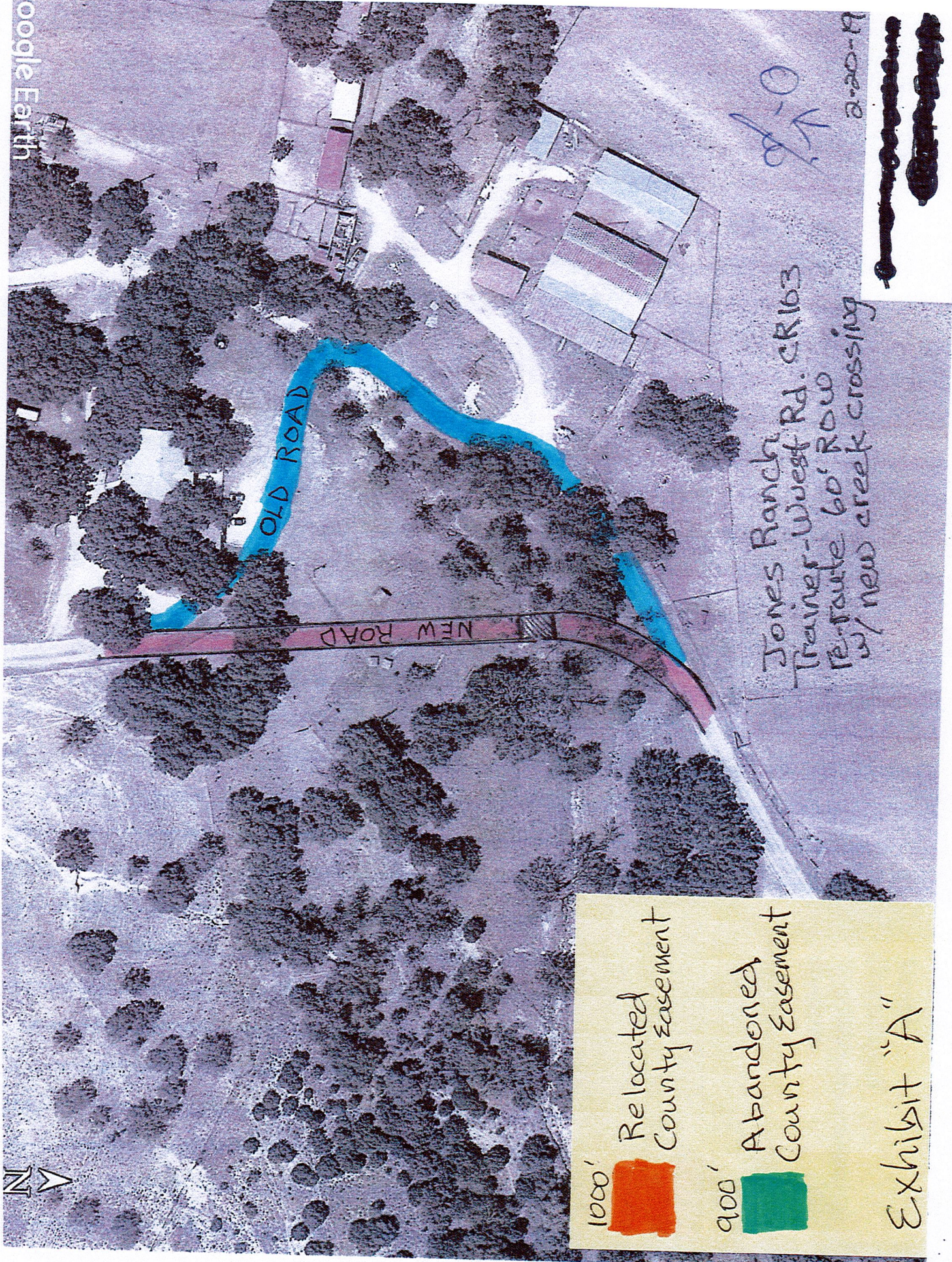
- Without a signed Agreement, prices are good for 60 days.
- All invoices are payable on a NET 30 payment term.
- All standard Terms of Use can be found at <https://govos.com/products/application-studio/terms-of-use/> and are hereby incorporated into this order.

Customer Signature

\_\_\_\_\_  
Signature of Authorized County Representative      Blanco County Judge      Title      9-12-23      Date

GovOS Signature

\_\_\_\_\_  
Signature of Authorized GovOS Representative      Title      Date



2-0  
7-0

2-20-19

Jones Ranch  
Trainer-West Rd. CR163  
Re-route 60' ROW  
w/ new creek crossing



- 1000'  Relocated County Easement
- 900'  Abandoned County Easement

Exhibit "A"

**33<sup>rd</sup> & 424<sup>th</sup> JUDICIAL DISTRICT COURTS**

**ADMINISTRATIVE ORDER**

**SETTING COMPENSATION AND EXPENSES OF**

**AUDITOR AND ASSISTANTS OF BLANCO COUNTY**

On the 1st day of August, 2023, a public hearing was held in the District Courtroom #1, Burnet County Courthouse Annex, 1701 E. Polk (highway 29 East), Burnet, Texas 78611, pursuant to Section 152.905, Texas Local Government Code, for the following purposes:

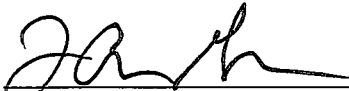
1. setting the annual amount of compensation and travel allowances of the county auditor and assistant auditor in Blanco County for the 2023/2024 fiscal year.

After hearing and considering the testimony, evidence, questions, and comments of all persons appearing at the hearing;

It is **ORDERED** for the fiscal year 2023-2024 that the salaries of the Auditor and Assistants, as set out in Schedule 1 attached hereto and made a part hereof as if set out in full herein, be paid in equal monthly installments and the travel expenses and other allowances, as set out therein, be paid, as incurred, from the General Fund of Blanco County, Texas.

It is further **ORDERED** that the District Clerk of Blanco County file this Order and certify same to the Commissioners' Court of said county, and that said Commissioners' Court shall cause this Order to be recorded in its minutes. Transcription of the public hearing of August 1, 2023, together with all documentary and/or written evidence introduced at said hearing are ordered to be filed in the office of the District Clerk of Blanco County, Texas, and maintained as a public record as part of this Order.

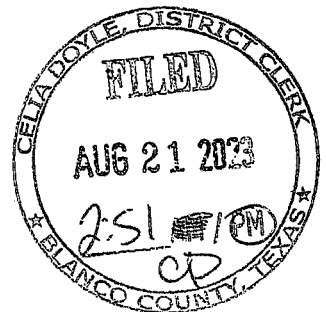
Signed this 1st day of August, 2023.



Allan Garrett  
Presiding Judge  
33<sup>th</sup> Judicial District Court



Evan Stubbs  
Presiding Judge  
424<sup>th</sup> Judicial District Court



33<sup>RD</sup> /424<sup>TH</sup> JUDICIAL DISTRICT COURTS

ADMINISTRATIVE ORDER

SETTING COMPENSATION AND EXPENSES OF COURT REPORTERS

On the 1st day of August, 2023, a public hearing was held in the District Courtroom #1, Burnet County Courthouse Annex, 1701 E. Polk Street (Highway 29) Burnet, Texas, pursuant to Section 52.051, Texas Local Government Code, for the following purposes:

setting the annual compensation of the official court reporters of the 33<sup>rd</sup> and 424<sup>th</sup> Judicial District Courts and changing the percentage allocation among the counties as required by the Court for the 2023-2024 fiscal year.

After hearing and considering the testimony, evidence, questions, and comments of all persons appearing at the hearing;

It is **ORDERED** that the annual salary, compensation, travel expenses and other allowances for the 2023-2024 fiscal year be set as follows:

a. Annual Salary

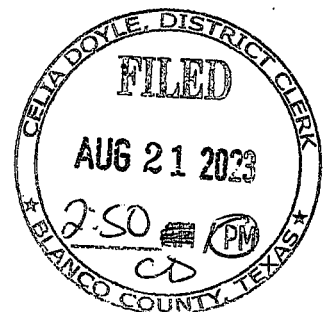
Official Reporter for the 33 <sup>rd</sup> District Court	\$97,136
---	----------

Official Reporter for the 424 <sup>th</sup> District Court	\$97,136
--	----------

b. Other expenses as required by law, including mileage at the State mileage reimbursement rate.

It is further **ORDERED** that the annual salary and expenses of the said Official Court Reporters of the 33<sup>rd</sup> and 424<sup>th</sup> Judicial District Court be paid from the General Funds of the Counties of Blanco, Burnet, Llano and San Saba, as required by law, by each of said counties in the following proportions, payable in equal monthly installments:

<u>County</u>	<u>Percent Share</u>
Blanco	12.91%
Burnet	56.64%
Llano	24.22%
San Saba	6.23%



Compensation for Additional Court Reporters as Required by the Court:

- A. Appearance for ½ day session of Court (1-4 hours) \$300.00
- B. Appearance for full day session of Court \$400.00
- C. If reporter is notified of cancellation over 24 hours before scheduled session No Fee
- D. If reporter is notified within 24 hours of cancelled of scheduled session \$100.00
- E. If no notice of cancellation of scheduled session is received by reporter and reporter appears \$ 100.00
- F. Mileage will be paid at the State mileage reimbursement rate.

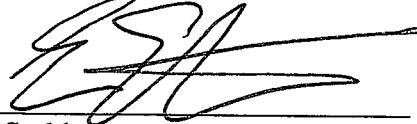
If is further **ORDERED** that each county within the 33rd and 424<sup>th</sup> Judicial District pay the compensation and expenses of additional court reporters used in the District from such county from the General Fund of each county at the rates set out above, and in the proportions set forth above for each county.

It is further **ORDERED** that the District Clerks of the Counties of Blanco, Burnet, Llano and San Saba, State of Texas, file this Order and certify same to the Commissioners' Courts of their respective counties, and that said Commissioners' Courts shall cause this Order to be recorded in their minutes. Transcription of the public hearing of August 1, 2023, together with all documentary and/or written evidence introduced at said hearing are ordered to be filed in the office of the District Clerks of the Counties of Burnet, Llano, Blanco, and San Saba, Texas, and maintained as a public record as part of this Order.

Signed this 1st day of August, 2023 in quintuplicate originals.



J. Allan Garrett  
Presiding Judge  
33<sup>rd</sup> Judicial District Court



Evan Stubbs  
Presiding Judge  
424<sup>th</sup> Judicial District Court

# Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2024

COPY

## 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. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Blanco County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out 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 their representatives, individually, officially, and collectively.

## 2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

## 3. Cooperative Purchasing

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

## 4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2023, and terminates on September 30, 2024, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$50,141.00.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2023 – December 31, 2023: \$12,535.25, invoice due by close of business, Monday, January 8, 2024

January 1, 2024 – March 31, 2024: \$12,535.25, invoice due by close of business, Monday, April 5, 2024

April 1, 2024 – June 30, 2024: \$12,535.25, invoice due by close of business, Monday, July 8, 2024, and

July 1, 2024 – September 30, 2024: \$12,535.25, invoice due by close of business, Monday, October 7, 2024.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
  - 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
  - 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.
6. Compliance with Applicable Law and Policy
- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.
7. Independent Contractor, Assignment, and Subcontracting
- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
  - 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
  - 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.
8. Records and Monitoring
- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
  - 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
  - 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
  - 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, 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 contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
  - 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
  - 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.
9. Nondiscrimination and Equal Opportunity
- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

#### 10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

#### 11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of

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

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
  - 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
  - 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
  - 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.
12. Notice to Parties and Project Representatives
- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
  - 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director.
  - 12.3. PUBLIC AGENCY's address is: 101 E. Cypress, Johnson City TX 78636, Attn: Judge Brett Bray.
  - 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1.
  - 12.5. Rob Buckhouse, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, 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's Project Representative or his designee. CAPCOG's Project Representative or its Executive Director may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6033, and his e-mail is [rbuckhouse@capcog.org](mailto:rbuckhouse@capcog.org).
  - 12.6. Kathy Strickland is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative or the individual signing this contract for PUBLIC AGENCY may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's

Project Representative's phone number is (830) 868-4266, and her e-mail is [kstrickland@co.blanco.tx.us](mailto:kstrickland@co.blanco.tx.us).

13. Miscellaneous

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

BLANCO COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Name: Brett Bray **DRAFT** Betty Voights  
Title Blanco County Judge Executive Director

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

Date of County Governing Body Approval:

\_\_\_\_\_



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2024**

A resolution of the County of Blanco(County) Texas certifying that the County has made a grant to Meals on Wheels Rural Capital Area/CCA(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

*WHEREAS*, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

*WHEREAS*, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

*WHEREAS*, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

***BE IT RESOLVED BY THE COUNTY:***

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$6,000to be used between the:

1st of October 2023 and the 30th of September 2024

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of September, 2023.

*2* \_\_\_\_\_

*Signature of Authorized Official of the County*

Brett Bray, Blanco County Judge

*Typed Name and Title*



# NEFFENDORF & BLOCKER, P.C.

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July 17, 2023

To Honorable Judge and Commissioners  
Blanco County, Texas  
P.O. Box 471  
Johnson City, Texas 78636

We are pleased to confirm our understanding of the services we are to provide for Blanco County, Texas for the year ended September 30, 2023.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Blanco County, Texas as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Blanco County, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Blanco County, Texas's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison – General Fund
- 3) Budgetary Comparison – Road and Bridge Fund
- 4) Schedule of Changes in Net Pension Liability and Related Ratios
- 5) Schedule of Employer Contributions
- 6) Schedule of Changes in the Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Blanco County, Texas's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining Balance Sheet – Nonmajor Governmental Funds
- 3) Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Nonmajor Governmental Funds

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**TEL:** 830 997 3348      **EMAIL:** [info@nb-cpa.com](mailto:info@nb-cpa.com)

P.O. Box 874 · 512 S Adams Street, Fredericksburg, TX 78624

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS & TEXAS SOCIETY OF CPAs

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified no significant risk of material misstatement as part of our audit planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the

confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Blanco County, Texas's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Blanco County, Texas's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Blanco County, Texas's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Blanco County, Texas in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of

expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance

with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Judge and Commissioners; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Neffendorf & Blocker, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Neffendorf & Blocker, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tracie Neffendorf, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates except that we agree that our gross fee, including expenses, will not exceed \$27,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

In the event we are requested by the County or are required by any government regulation, subpoena, or other legal process to produce our documents or our personnel as witness with respect to our engagement for the County, the County shall, reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such request. Any public request for documents, records or reports shall be forwarded to the County for proper response pursuant to the Texas Public Information Act.

In a legal action in which the firm or its partners are not the defendants, we shall also be entitled to fees at \$400 per hour and reimbursements for testimony if we are subpoenaed as a witness in subsequent litigation by third parties and such testimony involves the work we performed pursuant to this agreement. If we are ordered by a state or federal judge to permit the subsequent inspection and/or reproduction of files, records and other documents relating to work performed by us pursuant to this agreement, then you agree that we may comply with these orders without prior notice to you.

### Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management, Judge and Commissioners of Blanco County, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Blanco County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

NEFFENDORF & BLOCKER, P.C.

### RESPONSE:

This letter correctly sets forth the understanding of Blanco County, Texas.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

Title: Blanco County Judge

Date: 7-25-23



## Blanco County

20231157

**To:**

Judge Brett Bray  
Blanco County  
maintenance@co.blanco.tx.us  
8302253728

**Prepared by:**

Tyler Otahal  
Manager  
Wastewater Transport Services  
total@wastewaterts.com  
512-973-8484

Proposal Date: May 09, 2023

# Our Service

## Our Service Sets Us Apart

- High Pressure Cleaning of Your Inlet & Outlet
- 24/7 Customer Service
- Volume Discounts
- 100% Environmental Compliance
- No Surcharges or Hidden Fees
- Digital Manifest Storage & Emailed Copies
- Cancel Anytime
- We also clean Lift Stations & Septic Systems

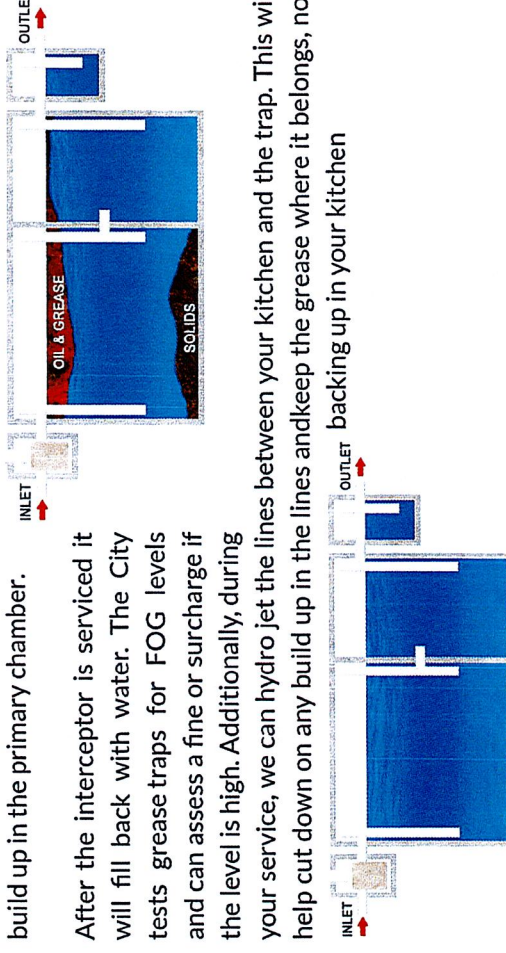


## Service In A Nutshell

When we arrive the interceptor/trap will be filled with fats, oils and grease (FOG) build up in the primary chamber.

After the interceptor is serviced it will fill back with water. The City tests grease traps for FOG levels and can assess a fine or surcharge if the level is high. Additionally, during

your service, we can hydro jet the lines between your kitchen and the trap. This will help cut down on any build up in the lines and keep the grease where it belongs, not backing up in your kitchen



# Proposal for Service

Name	Quantity	Price	Total
GREASE TRAP CLEANING-Amount billed will vary based on the capacity of your trap	1	\$560 / per service	\$560
<ul style="list-style-type: none"><li>• Service includes one hour of on-site labor and jetting every-other-service</li><li>• Payment will be NET 30</li><li>• Price above is for scheduled work only</li><li>• Pricing is based on recurring service with a minimum frequency of every 90-days</li><li>• Weekend, holiday and/or unscheduled service will be billed at an additional fee unless otherwise negotiated prior to service</li></ul>			
<ul style="list-style-type: none"><li>• Fees and Surcharges: Effective November 1, 2021 the Environmental &amp; Energy Recovery Fee will be 8.57 %gin appearing on all invoices as a single line item</li></ul>	1	\$47.92	\$47.92
Total			\$607.92

\*Price above is for scheduled work only. Weekend, holiday and/or unscheduled service will be billed at an additional fee unless otherwise noted above.

# Pricing Agreement

THIS PRICING AGREEMENT (this "Agreement") is made and entered into as of N/A, by Judge Brett Bray an AGENT or PRINCIPLE of Blanco County "Customer" and Wastewater Transport Services, LLC "Company".

WHEREAS, Company is recognized as the provider of service

WHEREAS, Customer desires to retain Company to provide services related to and in support of efforts in which Company has expertise

NOW, THEREFORE, in consideration of the premises and the mutual conditions

herein contained, the parties hereto agree as follows:

- **Compensation:** In consideration of the services performed by the Company under this Agreement, the Customer shall pay the rate(s) listed above on the Proposal page of Blanco County 1823085.
- **Payment:** Customer agrees to pay at the time of service unless otherwise arranged.
- **Representations and Warranties:** The Company will make no representations, warranties, or commitments binding the Customer without the Customer's prior consent.
- **Governing Law, Severability:** This agreement shall be governed by the laws of the State of Texas. the invalidity or unenforceability of any provisions of the Agreement shall not affect the validity or enforceability of any other portion.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written below.

Judge Brett Bray  
Blanco County  
maintenance@co.blanco.tx.us  
N/A

# Payment Options

## AutoPay

Sign up for AutoPay and we will charge your credit card or bank account automatically for your service.

## Net 30

We require a credit application for any customer who does not enroll in AutoPay or pays at the time of service.

## COD

You can of course pay at the time of service, but this will effect the hours we are able to service your location, as someone has to be present.

Our technicians can accept, CASH, CHECK, and MONEY ORDERS

# PSA Renewal- Blanco County- 21528090- October 2023

## Planned Service Agreement



**Johnson Controls Fire Protn LP**  
14200 E. Exposition Avenue  
Aurora CO80012  
US

Proposal Presented On:  
04-21-2023

The Power behind your mission





## SERVICE SOLUTION

**Customer #:** 2529121  
**Blanco County**  
**Date:** 21-Apr-23  
**Proposal #:** CPQ-399615  
**Term:** 1-Oct-23 to 30-Sep-24  
**External Contract #:** 21528090 R03-APR-2023  
**Subscription ERP #:**

**Billing Customer:**  
Blanco County  
Po Box 471

JOHNSON CITY, TX 78636-0471

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

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
Juan Suarez Saldana  
14200 E. Exposition Avenue  
Aurora CO 80012  
juan.suarez.saldana@jci.com  
(972) 236-8952

### INVESTMENT SUMMARY

*(Service Solution Valid for 30 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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#### SYSTEM-FA-EDWARDS-EST3

##### EDWARDS FIRE ALARM SYSTEM EST3

**Est. First Inspection: October**

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

**FIRE ALARM ESSENTIAL SERVICE OFFER Total:** \$1,265.00

#### SYSTEM-SP-BACKFLOW

##### BACKFLOW SYSTEM

**Est. First Inspection: July**

Backflow Preventer-Fire	1	Annual
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**SPRINKLER ESSENTIAL SERVICE OFFER Total:** \$402.50

#### SYSTEM-SP-BACKFLOW



## SERVICE SOLUTION

### BACKFLOW SYSTEM

Est. First Inspection: July

Backflow Preventer-Domestic	1	Annual
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**SPRINKLER ESSENTIAL SERVICE OFFER Total:** \$201.25

### SYSTEM-KH-HOOD

#### HOOD SYSTEM

Est. First Inspection: October

Single Tank Suppression System (Includes all Links & Pipe Blow Out)	3	Semi-Annual
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	1	Semi-Annual

**KITCHEN HOOD ESSENTIAL SERVICE Total:** \$661.25

### SYSTEM-SP-WET SPRINKLER

#### WET SPRINKLER SYSTEM

Est. First Inspection: October

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

**SPRINKLER ESSENTIAL SERVICE OFFER Total:** \$747.50

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



## SERVICE SOLUTION

### SUMMARY OF SERVICES

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

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Kitchen Suppression
Blanco County Law Enforcement Center	400 S Us Highway 281,	Johnson City	TX	78636-4647	\$1,265.00	\$1,351.25	\$661.25

### FIRE ALARM ESSENTIAL SERVICE OFFER

#### SYSTEM-FA-EDWARDS-EST3

##### TEST AND INSPECTION:

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

##### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted

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

### SPRINKLER ESSENTIAL SERVICE OFFER

#### SYSTEM-SP-BACKFLOW

#### SYSTEM-SP-WET SPRINKLER

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

##### DOCUMENTATION:

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

### KITCHEN HOOD ESSENTIAL SERVICE

#### SYSTEM-KH-HOOD

##### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seal s, blow-off caps

## SERVICE SOLUTION

and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

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

## Fire Department Connection

### SYSTEM-SP-WET SPRINKLER

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

## Backflow Preventer-Domestic

### SYSTEM-SP-BACKFLOW

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

## Control valve

### SYSTEM-SP-WET SPRINKLER

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

## Smoke Detector Sensitivity Testing

### SYSTEM-FA-EDWARDS-EST3

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

## Customer Portal (Basic)

SYSTEM-FA-EDWARDS-EST3

SYSTEM-SP-BACKFLOW

SYSTEM-KH-HOOD

SYSTEM-SP-WET SPRINKLER

## SERVICE SOLUTION

Basic Customer Portal functionality will be provided.



## SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Blanco County** and is effective **1-Oct-23** (the "Effective Date") to **30-Sep-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** BAMA In BAMA

**PAYMENT TERMS:** Net 30

Initials

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

**PAYMENT AMOUNT:** \$3,277.50 - **Proposal #:** CPQ-399615

**PAYMENT SUMMARY:**

Year	PSA Charges
1	\$3,277.50

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



## SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement  
☐ YES: Please reference this PO Number: \_\_\_\_\_

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: \_\_\_\_\_  
☐ NO: Please submit invoices via mail  
☐ NO: Please submit invoices via \_\_\_\_\_

### Blanco County

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

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

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

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

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

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

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

### Johnson Controls Fire Protection LP

Authorized Signature: Juan C. Suarez Saldaña

Print Name: Juan C Suarez Saldaña

Title: Inside CCR

Phone #: (972) 236-8952

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

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

Date: 4/26/2023

## TERMS AND CONDITIONS

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

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

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

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

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING,

ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

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

## **7. Indemnity. Intentionally Omitted**

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

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

Customer further agrees to:

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

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

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires

repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

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

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

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

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

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

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

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

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

**17. Other Services.**

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

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

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

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

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

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

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

**C. Intentionally Omitted.**

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

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

- i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.
- ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.
- iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company
- iv. Customer shall promptly reset the System after any activation.
- v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.
- vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.
- vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or

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

**F. Communication Facilities.**

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

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

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

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

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

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

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

**19. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

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

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

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

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

**23. INTENTIONALLY OMITTED.**

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

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

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

**26. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

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

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

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

**30. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

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

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

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

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

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

**37. Intentionally Omitted.**

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

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

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



## Service Agreement

Agreement #: \_\_\_\_\_  
Dated: \_\_\_\_\_

This Agreement is made and entered into this 12 day of September, 2023 between Securitas Technology Corporation, hereinafter referred to as "STC" and Blanco County, hereinafter referred to as "Client".

### System and Service

STC agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the Client located at:

Blanco County Jail and Sheriff's Office  
400 US-281  
Johnson City, TX  
Phone: 830-868-7104  
Fax:  
Attn: Lea Elsbury, lelsbury@co.blanco.tx.us

**COPY**

### Terms of Renewal and Expiration

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice as required in section 6 Termination.

### Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment: Client agrees to pay STC:

\$ 487.<sup>00</sup> for services per month, as described in the Schedule of Service, payable ☐ monthly, ☐ quarterly, or ☐ annually, in advance commencing from the first (1<sup>st</sup>) day of the month following the date the signed agreement or on this specified date: 12/1/2023. STC may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If STC increases the basic monthly charge in any term by an amount greater than nine (9) percent, Client may terminate the Agreement upon written notice to STC within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

### Schedule of Service:

#### **Total Price of \$487.<sup>00</sup>/Month Provides:**

Labor Only Service Agreement  
(Monday thru Friday, 8am to 4pm ET)

#### **Priority Response Plan:**

Phone response within 4 business hours. STC will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Semi-annual inspections and system calibration (\*)

Free telephone consultation, during business hours

Total Diagnosis of system problems and guaranteed repair

(\*)Note: There will be an added cost per month for service during after hours or holiday hours



**Scope of Security Technology Corporation:**

For the purpose of this agreement, the Security Technology is defined to cover the following systems:

- **Touchscreen Control System**  
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**  
Allen-Bradley programmable logic controller equipment.  
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**  
Intercom, paging, and threshold alarm system components including intercom headend, intercom field devices, and speakers.
- **CCTV System**  
Including CCTV switcher interface, camera(s) and monitor(s).
- **ADS Security Management System**  
ADS management system computer
- **Software**  
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

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**Not included in our agreement:**

- Additional Service will be charged at the current service rates.
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware, parts
- Wonderware license upgrades.
- Obsolete or discontinued equipment.
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.



## Terms of Service:

### 1. Liquidated Damages and STC's Limits of Liability

- A. It is understood and agreed by the parties hereto that STC is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Client's premises; that STC is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by, or serviced by, STC, that STC is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to STC's negligence or failure of performance; that STC is not liable for losses resulting from failure to warn or inadequate training; that STC is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase such insurance; that STC offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Client after considering and balancing the levels of protection afforded by various systems and the related costs.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF STC TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS. THEREFORE, IF SECTION A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, STC'S LIABILITY SHALL BE LIMITED TO \$500.00.) THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE STC'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST STC MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CLIENT WISHES STC TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM STC AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO STC. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH STC AS AN INSURER.
- C. THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, TO THE EXTENT PERMITTED BY LAW.
- D. Paragraphs A through C of this Section 1 shall apply to any other company or entity which, in addition to STC, furnishes as a subcontractor or otherwise, any installation, monitoring or maintenance services provided hereunder.
- E. **Limited Equipment Warranty**  
Where Client purchases a security system or parts under this Agreement, STC warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at STC's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of STC, while the system is in the possession of the Client, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Client, operated or used contrary to the operating instructions, use of the software with an operating system other than that specified by STC or its original equipment manufacturer ("OEM"), performance issues relating to the use of Client's data network(s), power fluctuations, or any other cause not within the cause or control of STC. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Client's expense and STC's regular service charges will apply.

**DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE AND TO THE EXTENT PERMITTED BY LAW, STC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL STC, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STC MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

### 2. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of STC. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Client. This Agreement shall not become binding on STC until approved and accepted by STC as provided below. Client hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

### 3. Miscellaneous Charges and Increase in Charges

- A. Client shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to contractor for facilities required for transmission of signals under this Agreement.



- B. At STC's option, a fee may be charged for any false alarm caused by Client or for any unnecessary service run. If either STC or Client is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Client shall pay the full amount of such fine or penalty.
- C. If any government agency requires any changes in the system originally installed, Client agrees to pay for such changes. It is Client's responsibility to obtain all alarm use permits required by the local jurisdiction.
- D. A balance becomes delinquent thirty (30) days after payment is due under this Service Agreement. STC may also, upon written notice to Client, stop providing monitoring and maintenance services if Client is delinquent on any payment. STC may charge \$25.00 for any NSF check.

#### 4. Further Obligations of Client

- A. Client, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to STC's requirements and telephone company interconnection jacks, if required.
- B. Client shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by STC, nor shall Client permit the same to be done by others.
- C. For those premises where STC is to provide Client Service Center monitoring, Client shall furnish STC a list of the names, titles, residence addresses, telephone numbers and signatures of all persons authorized to enter the premises of Client during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Client shall also furnish STC with an authorized daily and holiday opening and closing schedule.
- D. Client shall permit STC access to the premises for any reason arising out of or in connection with STC's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of STC, any repairs or replacement shall be paid for by Client (ordinary wear and tear excepted in the case of a STC-owned system).
- F. Any claim by Client of improper installation or a defect in the system shall be made in writing to STC within thirty (30) days of installation completion.
- G. Client represents and warrants that Client is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises.
- H. For those premises where closed circuit television equipment is provided, Client will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required as well as shelf or desk space for monitors.
- I. It is mutually agreed that the Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Client's premises.
- J. Client represents that, except to the extent it has given STC written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this contract. If such materials (whether or not disclosed by Client) are discovered and such materials provide and unsafe or unlawful condition, such discovery shall constitute a cause beyond STC's reasonable control and STC shall not start or continue to perform its work under the contract until Client has remedied the unsafe or unlawful condition at Client's sole expense.

#### 5. Further Obligations of STC; Limitations

- A. For those premises where Client Service Center monitoring is provided, STC, upon receipt of an alarm signal from Client's premises, shall (unless previously instructed otherwise by Client), make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or Client designated agency having jurisdiction or responsibility. STC shall also make a reasonable effort to notify Client's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Client. To avoid false alarms, STC shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Client or dispatching a representative to the Client's premises to determine whether an emergency condition exists warranting notification of the police. Client agrees that telephone calls received or transmitted by the Client Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by STC, and that Client consents to such recordings.
- B. **Client understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Client Service Center, there may be times when that communication method is not able to transmit signals and STC will not receive alarm signals.** Digital communicators use standard telephone lines and STC does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarms signals. Client understands that STC offers several levels of communication methods of alarm signals to the Client Service Center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Client after considering and balancing the levels of protection afforded by various communication methods and the related costs. Client acknowledges and agrees that Client is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.
- C. In case of possible communication method trouble detected by STC, STC shall contact the communication method provider and request that it determine the location of the trouble, if unknown to STC. When the trouble has been traced to a Client, STC will make a reasonable effort to notify Client or the designated representative. In the event any service or repair to Client's equipment becomes necessary, STC shall, within a reasonable time, dispatch a representative to Client's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of STC and STC shall not be liable for the communication method provider's negligent performance or delay in performance.
- D. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not STC's agents nor does STC assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- E. STC shall not be responsible for the replacement of equipment or parts no longer commercially available to STC.

#### 6. Termination

- A. STC may terminate this Agreement immediately upon written notice:
  - i. In the event Client defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, or
  - ii. In the event STC's Client Service Center, the telephone lines, wires or STC's equipment within Client premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises; or
  - iii. As provided in this Service Agreement related to expiration and price increases.



## Service Agreement

Agreement #: \_\_\_\_\_  
Dated: \_\_\_\_\_

**B. Client may terminate the Agreement:**

- i. Upon sixty (60) days' written notice to STC prior to the end of the term;
  - ii. The contract is subject to termination or cancellation, without penalty to Blanco County, either in whole or in part, for failure of the Blanco County Commissioners Court to budget the required funds.
  - iii. Immediately upon written notice, in the event Client's premises are, by any cause beyond the control of the Client, destroyed or so substantially damaged that it is commercially impractical for Client to continue any operations at such premises; provided that if the Client is using equipment owned by STC or its assignee, the Client must pay STC all payments remaining to be made under this Agreement through its scheduled expiration; or
  - iv. As provided in this Service Agreement relating to expiration, price increases, and assignment.
- C. Upon termination of this Agreement, Client shall permit STC access to Client's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

**7. Assignment**

This Agreement is not assignable by the Client except upon written consent of STC first being obtained. STC shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.

**8. No Subrogation**

Client does hereby for itself and other parties claiming under it, release and discharge STC from and against all claims arising from hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against STC.

**9. Trial by Jury**

Both parties to this agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this agreement.

**10. Choice of Law**

This agreement is entered into in the State of Texas and shall be interpreted, enforced and governed under the laws of the State of Texas without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this agreement or otherwise brought against STC by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Blanco County Texas.

**IN WITNESS WHEREOF**, the Parties have indicated their acceptance of the terms of this agreement by their signatures below on the dates indicated:

SECURITAS TECHNOLOGY CORPORATION	BLANCO COUNTY
By: _____	By: _____
Name: _____	Name: <u>Brett Bray</u>
Title: _____	Title: <u>Blanco County Judge</u>
Date: _____	Date: <u>9-12-23</u>
Not Binding on STC without either Authorized Approval Signature or STC begins the Installation or Services.	

**This proposal may be withdrawn by us if not accepted within thirty (30) days.**

Return to: Securitas Technology Corporation, 11899 Exit 5 Parkway, Suite 100, Fishers, IN 46037.

## RESOLUTION # 2023-9.12

### A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF ACQUIRING **"2023-2024 various capital equipment"**

WHEREAS, The County of Blanco desires to enter into a Financing Agreement by and between the County of Blanco and Government Capital Corporation, for the purpose of financing "2023-2024 various capital equipment". The County desires to designate this Agreement as a "qualified tax exempt obligation" of the County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The County desires to designate Brett Bray, County Judge, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF BLANCO:

Section 1. That the County enters into a Financing Agreement with Government Capital Corporation for the purpose of financing "2023-2024 various capital equipment."

Section 2. That the Financing Agreement by and between the County and Government Capital Corporation is designated by County of Blanco as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the County of Blanco designates Brett Bray, County Judge as an authorized signer of the Financing Agreement by and between the County of Blanco and Government Capital Corporation.

Section 4. That should the need arise, if applicable, the County will use proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ by a vote of \_\_\_\_\_ to \_\_\_\_\_ and is effective this September 12, 2023

**Lessee:** County of Blanco

Witness Signature

\_\_\_\_\_  
Brett Bray, Blanco County Judge

\_\_\_\_\_  
Laura Walla, Blanco County Clerk

**NEW**

351 IH 35 South  
New Braunfels, TX 78130  
Toll Free (800) 375-2277  
Ph. (830) 606-8011 • Fax (830) 606-1152

CUST# 246989

Deal # 378763

Stock No. TED42800

Date 09/05/2023

Year 2023

Make FORD

Model F-250

Serial No. 1FT7W2BT1PED42800

Miles 3

**TRADE INFORMATION**

Yr. N/A Make N/A Model N/A

Lic. No. N/A Mileage N/A

Ser. No. N/A

Second Trade

Yr. N/A Make N/A Model N/A

Lic. No. N/A

Ser. No. N/A

**48 HOURS TO PROVIDE PAYMENT IN FULL**

Lien To CASH

Address

City State Zip

Approved By Recvd By

INSTRUCTIONS

N/A

N/A

Amt of Lien N/A Date Lein 09/05/2023

CASH Recpt No. N/A By N/A Date CASH Recpt No. N/A By N/A Date

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

**NOTICE \***

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATED TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

**ADVISO \***

UN HONORARIO DE DOCUMENTACION NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACION NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADA AL COMPRADOR COMO GASTOS DE MANEJO DE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACION NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION ES REQUERIDA POR LA LEY.

Undercoat is applied to this vehicle. The undercoat has a life-time guarantee from rust. The anti-theft identification is etched into the glass to help deter vehicle theft. Any undercoat charge or anti-theft identification charge is not an official charge. These items are an accessory. One year membership to Wash Tub provides unlimited carwashes and is optional. Car wash excludes hightops and dually's.

**NOTICE TO CREDIT BUYERS**

If this order involves the Dealer Credit, this form shall be deemed a worksheet only. No contractual relationship is created between the parties. Full disclosure required by the Federal Consumer Protection Act. and the Texas Consumer Credit Code will be made prior to consummation of a credit transaction by purchaser's signature to an installment Sales Contract. Purchaser authorizes Seller to secure any and all information from any source to determine the credit worthiness of the Purchaser.

This order is not valid unless accepted by an authorized representative of BLUEBONNET MOTORS, INC.

N/A

N/A

N/A

N/A

F&amp;I

Brian Debnar

TO DELIVER

**BASE PRICE**

61790.00

**AFTERMARKET PRODUCTS**

7600.00

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Undercoat, Window Etch, 1yr. Wash Tub Membership

N/A

CASH PRICE OF VEHICLE

\$ 69390.00

TRADE ALLOWANCE

N/A

**CASH DIFFERENCE**

\$ 69390.00

Full Service Deputy Fee

\$ X300

Dealer's Inventory Tax

\$ 109.50

Sales Tax

\$ N/A

Title / Registration &amp; State Inspection Fees

\$ 52.50

License Fee

\$ N/A

Documentary Fee

\$ 150.00

**DELIVERY PRICE OF VEHICLE**

\$ 69702.00

Extended Service Plan

\$ N/A

Payoff On Trade

\$ N/A

**TOTAL AMOUNT DUE**

\$ 69702.00

Down Payment

\$ N/A

**TOTAL TO FINANCE**

\$ 69702.00

Payoff To N/A

Acct # N/A

Good Till N/A

Address N/A

City N/A

State N/A

Zip N/A

Phone N/A

Recvd from N/A

By

IF IT IS DETERMINED THE ACTUAL PAYOFF IS MORE THAN THE ESTIMATED PAYOFF, THE CUSTOMER WILL PAY THE DIFFERENCE TO BLUEBONNET MOTORS UPON DEMAND. IF THE ESTIMATED PAYOFF IS GREATER THAN THE ACTUAL PAYOFF THE EXCESS IS DUE TO THE UNDERSIGNED BY BLUEBONNET MOTORS.

CUSTOMER AGREED TO PAY OFF TRADE LOAN BALANCE OR PROVIDE CLEAR TITLE

**Registered Owner/Owners**

(Owner) BLANCO COUNTY

(Signature)

(Owner) N/A

(Signature) N/A

Address 101 E PECAN DR

City JOHNSON CITY

County

State TX

Res.: 830-456-5546

Bus.: 214-733-9058

Zip 78636

Cell N/A

Cell 830-456-5546

E-mail blcomm3@co.blanco.tx.us

Accepted Subject to Finance: BLUEBONNET MOTORS, INC.

Salesperson CHAD ASHLEY MARSHALL

by

73601\*1\*BBM-FI

Prepared by: Chad Marshall  
05/08/2023



Bluebonnet Ford | 351 Interstate Highway 35 South New Braunfels Texas | 781305086

2023 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

## Pricing Summary - Single Vehicle

### Vehicle Pricing

Total

### INVOICE

~~\$60,707.30~~

~~\$60,707.30~~

Customer Signature

Acceptance Date

60 707.00

Transfer Tank 26 00.00

Front Replacement 24 00.00

Headache Rack 15 00.00

Strobes 11 00.00

+

68 307.00

This Price Does Not Reflect  
Buy Board ~~Discount~~ Discount

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Marshall  
05/08/2023



Bluebonnet Ford | 351 Interstate Highway 35 South New Braunfels Texas | 781305086

2023 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

## As Configured Vehicle

Code	Description	Invoice
<b>Base Vehicle</b>		
W2B	Base Vehicle Price (W2B)	\$48,231.00
<b>Packages</b>		
600A	Order Code 600A <i>Includes:</i> - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
<b>Powertrain</b>		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Batteries - Dual 68 AH AGM 750 CCA Batteries - 34 Gallon Fuel Tank	\$9,096.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	N/C
X3H	Electronic-Locking w/3.31 Axle Ratio	\$392.00
STDGV	GVWR: 10,000 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$150.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat	Included

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Prepared by: Chad Marshall  
05/08/2023



Bluebonnet Ford | 351 Interstate Highway 35 South New Braunfels Texas | 781305086

2023 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

## As Configured Vehicle (cont'd)

Code	Description	Invoice
<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>		
<b>Other Options</b>		
176WB	176" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
96V	<i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i> XL Chrome Package <i>Includes:</i> <i>- BoxLink</i> <i>Includes 4 premium locking cleats and interface brackets.</i> <i>- Bright Chrome Hub Covers &amp; Center Ornaments</i> <i>- Chrome Front Bumper</i> <i>- Chrome Rear Step Bumper</i> <i>- Halogen Fog Lamps</i>	\$205.00
47B	Snow Plow/Camper Package <i>Includes computer selected springs for snowplow application and heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification. Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Expect firmer ride when vehicle is not equipped with snowplow and/or camper. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow and/or camper. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see Body Builders Layout Book for details.</i> <i>Includes:</i> <i>- 250 Amp Alternator</i> <i>- Rear Stabilizer Bar</i>	\$277.00
86M	Dual 68 AH/65 AGM Batteries	Included
67D_	250 Amp Alternator	Included
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$160.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$150.00
<b>Fleet Options</b>		
WARANT	Fleet Customer Powertrain Limited Warranty	N/C

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05/08/2023



Bluebonnet Ford | 351 Interstate Highway 35 South New Braunfels Texas | 781305086

2023 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

## As Configured Vehicle (cont'd)

Code	Description	Invoice
	Requires valid FIN code.	
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Exterior Color</b>		
Z1_01	Oxford White	N/C
<b>Interior Color</b>		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$58,661.00
Destination Charge		\$1,895.00
TOTAL		\$60,556.00

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