

REGULAR MEETING – August 27, 2024

On this the 27th day of March at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a special meeting place thereof in the Courthouse Annex, Hoppe Room, 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

Call to Order and Roll Call.

Judge Bray and all 4 County Commissioners were present.

Pledge of Allegiance(s).

Invocation – Led by Commissioner Uecker.

PUBLIC HEARING ON PROPOSED TAX RATE

The general public and any other interested parties or persons are invited to attend and make comments regarding the Proposed Tax Rate for FY 2024-25.

Public Comments - D'Anne Welch

Discussion of the Proposed Tax Rate for FY 2024-25.

PUBLIC HEARING ON PROPOSED BUDGET

The general public and any other interested parties or persons are invited to attend and make comments regarding the Proposed Budget for FY2024-25.

Discussion of the Proposed Budget for FY 2024-25.

RETURN TO REGULAR MEETING

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

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

COMMISSIONER WEIR made the motion to dispense with the reading of the minutes and to accept the minutes as presented, 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 2 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to ratify the line-item transfers as presented, 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 3 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion ratifying the bills in the amount of \$16,030.48 and payment of the outstanding bills in the amount of \$352,847.49, 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. Fireworks
- a. Chili Cookoff w/RV parking
- b. Additional music on G or Cypress Streets
- c. Riser placement on the south side for choirs
- d. Movie night on the lawn

- e. Snow day – G street & may be on the lawn.
- f. Cantina placement for opening weekend & chili cookoff
- g. Market days placement on Cypress for opening weekend
- h. Market days placement for possible December 14 market
- i. Hotel tax fund request

COMMISSIONER LIESMANN made the motion to approve items A through H as long as we are friendly to those people that live on Avenue G and bed and breakfasts owners that they have access and are not blocked and that the chili cookoff is the same as it was with the understanding that the proof of insurance is provided with County Attorney approval, 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.

ITEM 5 – Acknowledge the administrative order setting compensation and expenses for Blanco County Auditor and Assistants for FY2024-25, order re-appointing Shelly Wenmohs as Blanco County Auditor, and order setting compensation and expenses of Court Reporters. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER LIESMANN made the motion to acknowledge the administrative order setting compensation and expenses for Blanco County Auditor and Assistants for FY2024-25, seconded by Commissioner Uecker.

COMMISSIONER LIESMANN made an amendment to include the order re-appointing Shelly Wenmohs as Blanco County Auditor and accepting the order setting compensation and expenses of Court Reporters, amendment 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 6 – Consider and take action to enter into an Election Service contract between Blanco ISD and Rosemary Adame, Blanco County Elections Administrator to hold a Special Election ordered to be held on November 5, 2024, pursuant to Texas Tax Code 26.05 and 26.08 to approve the 2024 ad valorem tax rate for Blanco ISD because the adopted rate exceeds the BIRD Voter-Approved Tax Rate (VATR), pending County Attorney approval . Vote on any action taken. (Judge Bray, EA Adame)

COMMISSIONER RILEY moves to enter into Election Service contract between Blanco ISD and Rosemary Adame, Blanco County Elections Administrator to hold a Special Election ordered to be held on November 5, 2024, pursuant to Texas Tax Code 26.05 and 26.08 to approve the 2024 ad valorem tax rate for Blanco ISD because the adopted rate exceeds the BISD Voter-Approved Tax Rate (VATR), pending County Attorney approval, 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.

ITEM 7 – Consider and take action on Amended Order of Appointments of 2023-2025 Presiding Judges and Alternate Clerks for the November 5, 2024, General Election. Vote on any action taken. (Judge Bray, EA Adame)

COMMISSIONER LIESMANN made the motion to approve the amendment Order of Appointments of 2023-2025 Presiding Judges and Alternate Clerks for the November 5, 2024, General 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 – Discussion and action to appoint a replacement for Justice of the Peace, Precinct 4. Vote on any action taken. (Judge Bray)

COMMISSIONER RILEY made the motion appointing Joseph Hernandez for replacement for Justice of the Peace, Precinct 4, seconded by Commissioner Liesmann. 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 – Discussion and possible action regarding the Grant Agreement – Rural Law Enforcement Salary Assistance Program, Award # IZ-000000740 for FY2025 (SB22). Vote on any action taken. (Judge Bray)

No action taken at this time.

ITEM 10 – Consider approval of “Non-Entering Twenty-Four Hour Terminal Agency Agreement” between the Blanco County Sheriff’s Office and the Johnson City Police Department. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER LIESMANN made the motion approving the “Non-Entering Twenty-Four Hour Terminal Agency Agreement” between the Blanco County Sheriff’s Office and the Johnson City Police Department, 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 11 – Consider approval of “Non-Entering Twenty-Four Hour Terminal Agency Agreement” between the Blanco County Sheriff’s Office and the Blanco Police Department. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER LIESMANN made the motion approving the “Non-Entering Twenty-Four Hour Terminal Agency Agreement” between the Blanco County Sheriff’s Office and the Blanco Police Department, 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 – Authorize the County Judge to enter into an agreement with Security State Bank for Blanco County and Blanco County ESD#2 to use and maintain a 60’ x 90’ (0.12 acre) helipad easement pending County Attorney approval. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion for the County Judge to enter into an agreement with Security State Bank for Blanco County and Blanco County ESD#2 to use and maintain a 60’ x 90’ (0.12 acre) helipad easement pending County Attorney approval, 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 – Discussion and action to authorize AT&T to install fiber cable along Rocky Road to include boring under said roadway, pending County Attorney approval. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER would like to make the motion authorizing AT&T to install fiber cable along Rocky Road to include boring under said roadway, pending County Attorney approval, if any fees are due they will be paid, 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.

ITEM 14 – Discussion and action to change name of private road from “White Creek Ln” to “Tootsie Trail” in Precinct 3. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion approving the change of name of private road from “White Creek Ln” to “Tootsie Trail” in Precinct 3 in honor of late mother, 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 15 – Discussion and action regarding “Private Road” subdivision. Vote on any action taken. (Commissioner Riley)

COMMISSIONER RILEY moves to accept “Private Road” subdivision with the 3 (three) variances, 200 foot centerline radius near the end of proposed East That Way, “shift” within the 60’ ROW to preserve substantial trees, and a retaining wall within the proposed ROW of This Way at the entrance on RR 165: approximately 85 feet in length on the left/west side of the road and approximately 140 feet in length on the right/east side of the road, seconded by Commissioner Weir.

COMMISSIONER RILEY amended the motion to include the TxDOT application to be changed from Burnet to Blanco County, Commissioner Weir seconded the amendment. 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 16 – Consider on-going discussions regarding budget items for FY2024-25. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN makes the motion to increase the line item 10-452-407, page 24 from \$10,470 to \$20,000, 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.

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

COMMISSIONER UECKER made the motion to put the burn ban on to be effective through September 10, 2024, at twelve noon and the Judge could lift, if need be, the motion died for a lack of a second.

ITEM 18 – Adjourn

COMMISSIONER UECKER made the motion to adjourn, 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.

The above and foregoing minutes were examined and approved in Open Court this _____
day of September 2024.

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 27, 2024.

County Clerk and Ex-Officio Member

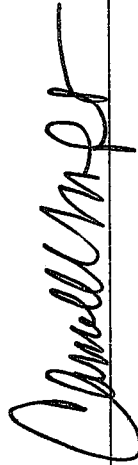
of Commissioner's Court, Blanco County, Texas

DRAFT

BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

SEPTEMBER 2024

	#10 General Fund	#15 Road & Bridge Fund	#64 SB22	Total
Salaries	\$314,475.00	\$28,494.00	\$37,264.64	\$380,233.64
Soc/Med	\$ 24,057.34	\$ 2,179.79	2,850.74	\$ 29,087.87
Retirement	\$ 30,252.50	\$ 2,741.12	3,584.86	\$ 36,578.48
Insurance	\$ 62,502.10	\$ 8,086.08		\$ 70,588.18
Group Term Life	\$ 435.50	\$ 49.84		\$ 485.34
Total	\$431,722.44	\$41,550.83	\$43,700.24	\$516,973.51
TOTAL PAYROLL TO BE APPROVED				<u>\$516,973.51</u>

County Treasurer  Date 9-5-24

County Judge _____ Date _____

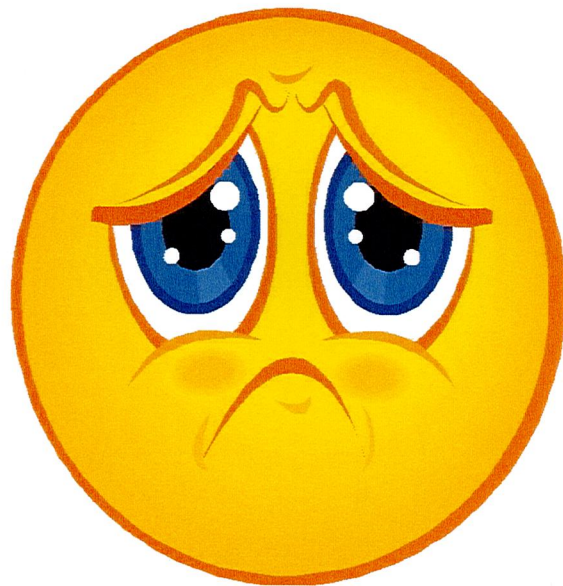
Commissioner Pct 1 _____ Date _____

Commissioner Pct 2 _____ Date _____

Commissioner Pct 3 _____ Date _____

Commissioner Pct 4 _____ Date _____

*All
Official
Reports
are NOT in!!*



BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

Funds are available

DATE: 08-27-2021

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TE

FROM: Charles Riley

DEPARTMENT Recycle center

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

FUND	LINE ITEM	DESCRIPTION	LINE ITEM #	AMOUNT
FROM: 10-550-310	- -	<u>Fuel</u>	<u>310</u>	<u>\$600⁰⁰</u>

TO: 10-550-308 0308 Equip supplies 0308 600⁰⁰

Reason for request: To purchase baling wire

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 TRANSFER

Funds are available.

18

DATE: 08-27-2021

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Charles Riley

DEPARTMENT Recycle center

8/28/24

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

FUND	LINE ITEM	DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>0310</u>	<u>Fuel</u>	<u>0310</u>	<u>\$600⁰⁰</u>

TO:	<u>0308</u>	<u>Equip supplies</u>	<u>0308</u>	<u>600⁰⁰</u>
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Reason for request: To purchase baling wire

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

[Signature]
Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

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

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

Funds are available.
8/29/24

DATE: 29 August 2024

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Patrick Fisher, Constable Precinct 1

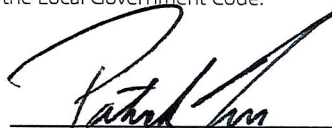
DEPARTMENT: Constable Precinct 1

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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Technology/Maintenance Fees</u>	<u>0525-0308</u>	<u>\$3,950.00</u>
TO:	<u>General</u>	<u>Uniforms</u>	<u>0525-0307</u>	<u>\$3,950.00</u>

Reason for request: Unexpended funds to be used to outfit and fully equip new Deputy Constable M Cowser, in addition to new reserve J Chase.

Note: This change to 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

Funds are available.

18

8/29/24

DATE: 29 August 2024

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY

FROM: Patrick Fisher, Constable Precinct 1

DEPARTMENT: Constable Precinct 1


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

	FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM:	<u>General</u>	<u>Technology/Maintenance Fees</u>	<u>0525-0308</u>	<u>\$400.00</u>

TO:	<u>General</u>	<u>Telephone</u>	<u>0525-0304</u>	<u>\$400.00</u>
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Reason for request: unexpended funds to pay for additional cell phone line and Cradlepoint Data Card

Note: This change to 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

Funds are available.
18
8/29/24

DATE: 29 August 2024

TO: HONORABLE COMMISSIONERS COURT OF BLANCO

FROM: Patrick Fisher, Constable Precinct 1

DEPARTMENT: Constable Precinct 1

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>0525-0310</u>	<u>\$400.00</u>
TO:	<u>General</u>	<u>Telephone</u>	<u>0525-0304</u>	<u>\$400.00</u>

Reason for request: unexpended funds to pay for additional cell phone line and Cradlepoint Data Card

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 10, 2024

Invoice File Listing By Fund for Approval

Fund	Description	Disbursement
010	General Fund	\$ 203,737.82
015	Road & Bridge Fund	\$ 168,134.72
017	Records Management Clerk	\$ 1,530.25
049	Exhibit Hall	\$ 55.98
050	2023 Certificate of Obligation	\$ 498,288.75
Total		\$ 871,747.52

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 9/10/24

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

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

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT

0310-GENERAL FUND GRANTS					
	AMAZON CAPITAL SERVICES, INC	89385	A	INV#1F13-HGW6-YL4V CONST 4	3,020.34
	TELTIGO LLC	89456	A	INV#10140 CONST 4	347.50
	DEPARTMENT TOTAL				3,367.84
0400-COUNTY JUDGE EXPENSES					
	FUELMAN	89470	A	FUEL - FIRE MARSHAL	113.47
	DEPARTMENT TOTAL				113.47
0410-COUNTY CLERK					
	LAURA WALLA	89419	A	REIMBURSEMENT	278.98
	DEPARTMENT TOTAL				278.98
0411-ELECTIONS ADMINISTRATOR					
	STAPLES	89447	A	INV#6009572575 EA	18.19
	STAPLES	89448	A	INV#6009572576 EA	1.84
	STAPLES	89449	A	INV#6009572577 EA	92.45
	STAPLES	89450	A	INV#601098779 EA	43.90
	STAPLES	89451	A	INV#601987782 EA	376.25
	VERIZON WIRELESS	89359	A	INV #9972176130 ELECTIONS	292.03
	DEPARTMENT TOTAL				824.66
0415-COUNTY ATTORNEY					
	FUELMAN	89468	A	FUEL - COATTY	41.24
	OFFICESUPPLY.COM	89423	A	INV#6084371 COATTY	571.98
	THOMSON WEST	89464	A	INV#6162904297 COATTY	243.00
	DEPARTMENT TOTAL				856.22
0420-TAX ASSESSOR/COLLECTOR					
	AMAZON CAPITAL SERVICES, INC	89475	A	INV#196G-XVN1-4DV1 TAC	67.18
	HOLIDAY INN CONVENTION CENTER	89418	A	CONFERENCE HOTEL ROOMS	1,580.10
	PERRY OFFICE PLUS	89434	A	INV#IN-1555859 TAC	898.32
	PERRY OFFICE PLUS	89436	A	INV#IN-1556111 TAC	63.71
	DEPARTMENT TOTAL				2,609.31
0425-COUNTY SHERIFF					
	A T & T MOBILITY	89367	A	INV #287289997662X08272024 SO	20.41
	AMAZON CAPITAL SERVICES, INC	89383	A	INV#1DMC-CT31-6L6V LEC	114.44
	BLANCO COUNTY TAX ASSESSOR-COLLECT	89394	A	LICENSE TAG #1446731 LEC	7.50
	BLANCO COUNTY TAX ASSESSOR-COLLECT	89395	A	LICENSE TAG #1440574 LEC	7.50
	CARD SERVICE CENTER	89480	A	4707 1205 3610 0542 JACKSON	191.50
	CARD SERVICE CENTER	89484	A	4707 1205 3610 9397 CO JUDGE	955.12
	CARD SERVICE CENTER	89486	A	4707 1205 3610 9397 CO JUDGE	590.00
	CARD SERVICE CENTER	89487	A	4707 1205 3610 9397 CO JUDGE	1,943.06
	CITY OF JOHNSON CITY	89339	A	ACCT #09-1762-01 LEC	53.44
	CITY OF JOHNSON CITY	89340	A	ACCT #09-1761-01 LEC	1,262.41
	CITY OF JOHNSON CITY	89341	A	ACCT #09-1760-01 LEC	475.19
	EXPRESS AUTOMOTIVE SERVICE	89402	A	INV#10221 LEC	71.77
	FREDERICKSBURG DENTISTRY, PLLC	89403	A	INMATE DENTAL - CHAPLIN, A	678.00
	FREDERICKSBURG DENTISTRY, PLLC	89404	A	INMATE DENTAL - WEBSTER, D	678.00
	FUELMAN	89474	A	FUEL - LEC	7,535.04
	GT DISTRIBUTORS, INC	89406	A	INV#UNIV0053025 LEC	327.96
	GT DISTRIBUTORS, INC	89407	A	INV#UNIV0052695 LEC	10.00
	GT DISTRIBUTORS, INC	89408	A	INV#UNIV0052375 LEC	219.57
	GT DISTRIBUTORS, INC	89409	A	INV#UNIV0052770 LEC	398.36
	GT DISTRIBUTORS, INC	89410	A	INV#UNIV0053020 LEC	188.97
	GT DISTRIBUTORS, INC	89411	A	INV#UNIV0052271 LEC	188.97

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
OFFICESUPPLY.COM	89420	A	INV#6027203 LEC	78.37
OFFICESUPPLY.COM	89421	A	INV#6079568 LEC	392.64
PEREZ SIGNS & GRAPHIX	89430	A	UNIT 2005 REPAIR LEC	295.00
PERFORMANCE FOOD SERVICE	89431	A	INV#2418078 LEC	1,367.81
PERFORMANCE FOOD SERVICE	89432	A	INV#2425278 LEC	2,662.35
PERFORMANCE FOOD SERVICE	89433	A	INV#2425278 LEC	29.62
PETERSON TIRE	89440	A	INV#JC46355 LEC	7.00
PETERSON TIRE	89441	A	INV#JC46388 LEC	7.00
PETERSON TIRE	89442	A	INV#BL56079 LEC	20.00
SECURITAS TECHNOLOGY CORP	89354	A	INV #6004340376 LEC	487.00
SEYMOURS INC.	89445	A	INV#58107 LEC	1,375.48
STEVEN A LOGSDON	89454	A	PRE-EMPLOYMENT EXAMS - CMET, M	175.00
VERIZON WIRELESS	89373	A	INV #9972217735 EM	2,003.10
DEPARTMENT TOTAL				24,817.58
0430-COUNTY TREASURER				
AMAZON CAPITAL SERVICES, INC	89388	A	INV#13QN-PQL9-9QPY TREAS	140.27
TEXAS SOCIAL SECURITY PROGRAM	89355	A	ACCT #9290512	35.00
THOMPSON PRINT SOLUTIONS	89463	A	INV#0430250 CO TREAS	851.78
DEPARTMENT TOTAL				1,027.05
0440-COUNTY EXTENSION AGENCY				
CARLEY HOWELL	89400	A	AG AGENT TRAVEL	418.43
GRETCHEN L. SANDERS	89405	A	EXT AGENT TRAVEL	41.54
DEPARTMENT TOTAL				459.97
0445-EMERGENCY MANAGEMENT				
A T & T MOBILITY	89366	A	INV #287289997662X08272024 EM	31.35
CARD SERVICE CENTER	89479	A	4707 1205 3610 0385 LIESMANN	677.90
CARD SERVICE CENTER	89485	A	4707 1205 3610 9397 CO JUDGE	5,495.00
FUELMAN	89465	A	FUEL - ER MGMT	348.13
VERIZON WIRELESS	89372	A	INV #9972217735 EM	86.50
DEPARTMENT TOTAL				6,638.88
0450-JUDICIAL EXPENSES				
BLANCO CO CHILD PROTECTION BD	89378	A	JURY DONATIONS (3)	180.00
CENTRAL TEXAS AUTOPSY PLLC	89346	A	INV #14363	2,800.00
CENTRAL TEXAS AUTOPSY PLLC	89347	A	INV #14365	2,800.00
CENTRAL TEXAS AUTOPSY PLLC	89348	A	INV #14361	2,800.00
CENTRAL TEXAS AUTOPSY PLLC	89349	A	INV #14364	2,800.00
CROFTS - CROW FUNERAL HOME	89328	A	TICHY	350.00
CROFTS - CROW FUNERAL HOME	89329	A	WHITEN	400.00
CROFTS - CROW FUNERAL HOME	89330	A	ORTIZ	400.00
CROFTS - CROW FUNERAL HOME	89331	A	SHIRK	350.00
CROFTS - CROW FUNERAL HOME	89332	A	MEHLER	400.00
CROFTS - CROW FUNERAL HOME	89333	A	MUCKLER	1,200.00
CROFTS - CROW FUNERAL HOME	89334	A	KNAPP	400.00
CROFTS - CROW FUNERAL HOME	89335	A	MCCLUSKY	400.00
CROFTS - CROW FUNERAL HOME	89336	A	BREEDEN	400.00
CROFTS - CROW FUNERAL HOME	89337	A	NEW	350.00
HILL COUNTRY CHILD ADVOCACY CT	89377	A	JURY DONATIONS (1)	60.00
POTTS & REILLY, LLP	89381	A	424TH CV#08527	195.00
REBECCA D. LANGE	89379	A	424TH CV#09596	570.00
REBECCA D. LANGE	89380	A	424TH CV#09336	165.00
RICHARD D. DAVIS	89382	A	424TH CASE #2176	400.00
DEPARTMENT TOTAL				17,420.00
0455-COMMUNITY SERVICES				

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
JO NELL HAAS	89350	A	REIMBURSE FOR SUPPLIES	230.94
DEPARTMENT TOTAL				230.94
0500-COURTHOUSE EXPENSES				
AMAZON CAPITAL SERVICES, INC	89387	A	INV#1JMK-97R1-63XL	56.42
BLANCO COUNTY APPRAISAL DIST	89364	A	4TH QUARTER STATEMENT	66,243.07
CARD SERVICE CENTER	89476	A	4707 1205 3610 0344 COUNTY	87.46
CARD SERVICE CENTER	89482	A	4707 1205 3610 9397 CO JUDGE	191.75
CITY OF JOHNSON CITY	89342	A	ACCT #01-1759-01 ANNEX	53.44
CITY OF JOHNSON CITY	89343	A	ACCT #01-1758-01 ANNEX	78.38
CITY OF JOHNSON CITY	89344	A	ACCT #01-1757-01 PCT 2	191.37
CITY OF JOHNSON CITY	89345	A	ACCT #01-1756-01 COURTHOUSE	191.37
GRAVES HUMPHRIES, STAHL, LIMITED	89362	A	REPORT #COL005 JP 1	1,012.10
HC & HL TECHNOLOGY SOLUTIONS LLC	89374	A	INV #B2769	3,175.20
HC & HL TECHNOLOGY SOLUTIONS LLC	89375	A	INV #B2770	3,175.20
HC & HL TECHNOLOGY SOLUTIONS LLC	89376	A	INV #B2771	3,175.20
HILL COUNTRY REFRIGERATION	89414	A	INV#6045 LEC	4,005.00
HILL COUNTRY REFRIGERATION	89415	A	INV#19585040 LEC	159.00
HILL COUNTRY REFRIGERATION	89416	A	INV#19612283 LEC	354.00
HILL COUNTRY REFRIGERATION	89417	A	INV#19784970 LEC	203.00
HILL COUNTRY REFRIGERATION, INC	89413	A	INV#3704 LEC	153.62
OFFICESUPPLY.COM	89422	A	INV#6083077 LEC	354.93
OFFICESUPPLY.COM	89424	A	INV#11399	559.90
PERRY OFFICE PLUS	89435	A	INV#IN-1555859 TAC	337.11
PITNEY BOWES INC	89353	A	INV 1025954579	350.00
REEH PLUMBING	89444	A	INV#154482 LEC	38,131.00
TEXAS ASSOCIATION OF COUNTIES	89489	A	INV #00001772 WORKERS COMP	12,629.00
DEPARTMENT TOTAL				134,867.52
0505-MAINTENANCE DEPARTMENT				
FUELMAN	89469	A	FUEL - MAINTENANCE	201.38
VERIZON WIRELESS	89371	A	INV #9972217735 MAINTENANCE	402.20
DEPARTMENT TOTAL				603.58
0515-JUSTICE OF THE PEACE PCT #1				
NORTHEAST TEXAS DATA CORP.	89361	A	REPORT #CAS017 JP 1	148.00
POSTMASTER/BOX RENT	89488	A	BOX 405 JP 1	84.00
DEPARTMENT TOTAL				232.00
0520-JUSTICE OF THE PEACE #4				
PERRY OFFICE PLUS	89437	A	INV#IN-1554779, CM-122645 JP4	12.44
PERRY OFFICE PLUS	89438	A	INV#IN-1555081 JP4	193.08
DEPARTMENT TOTAL				205.52
0525-CONSTABLE PCT #1				
BLANCO REGIONAL CLINIC P.A.	89397	A	INV#210911 CONST 1	65.00
FUELMAN	89466	A	FUEL - CONSTABLE 1	425.74
PATRICK FISHER	89429	A	REIMBURSEMENT	17.60
TEXAS ASSOCIATION OF COUNTIES	89455	A	INV#266985 CONST 1	45.00
VERIZON WIRELESS	89369	A	INV #9972217735 CONSTABLE #1	27.72
DEPARTMENT TOTAL				581.06
0530-CONSTABLE PCT #4				
AMAZON CAPITAL SERVICES, INC	89386	A	INV#19RK-QFMG-YPCC CONST 4	146.98
AXON ENTERPRISE, INC	89390	A	INV#INUS272425 CONST 4	1,949.76
AXON ENTERPRISE, INC	89391	A	INV#INUS272799 CONST 4	714.02
FUELMAN	89467	A	FUEL - CONSTABLE 4	515.65

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GT DISTRIBUTORS, INC	89412	A	INV#INV1011249 CONST 4	75.92
VERIZON WIRELESS	89370	A	INV #9972217735 CONSTABLE #4	13.86
DEPARTMENT TOTAL				3,416.19
0535-911-COUNTY EXPENSES				
AMAZON CAPITAL SERVICES, INC	89384	A	INV#1FFX-1DG3-YQHK ADDRESSING	153.74
BIS CONSULTING, LLC	89338	A	INV #12018 SEPTEMBER	3,090.00
DEPARTMENT TOTAL				3,243.74
0545-VERTERAN SERVICES				
VERIZON WIRELESS	89368	A	INV #9972217735 VA	40.22
DEPARTMENT TOTAL				40.22
0550-RECYCLING COORDINATOR				
BLANCO HYDRO GAS CO.	89396	A	ACCT#2411 RECYCLING	28.00
STALEY ENTERPRISES	89446	A	INV#92949 RECYCLING	1,160.68
WASTE CONNECTIONS LONE STAR, INC	89360	A	INV #13537298V58	630.00
DEPARTMENT TOTAL				1,818.68
0585-COUNTY INSPECTOR				
CARD SERVICE CENTER	89481	A	4707 1205 3610 0559 ROEDER	84.41
DEPARTMENT TOTAL				84.41
FUND TOTAL				203,737.82

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
BLANCO COUNTY TAX ASSESSOR-COLLECT	89392	A	LICENSE TAG #1107279 PCT 1	22.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	89393	A	LICENSE TAG 9082029 PCT 1	7.50
BRAUNTEX MATERIALS, INC.	89398	A	INV#163344 PCT 1	32,392.83
BRAUNTEX MATERIALS, INC.	89399	A	INV#163634 PCT 1	18,683.70
FUELMAN	89471	A	FUEL - PCT 1	1,212.76
OUTLAW LUMBER & HARDWARE, LLC	89425	A	INV#125589 PCT 1	6.17
OUTLAW LUMBER & HARDWARE, LLC	89426	A	INV#124966 PCT 1	11.98
OUTLAW LUMBER & HARDWARE, LLC	89427	A	INV#125988 PCT 1	88.00
PETERSON TIRE	89439	A	INV#BL56048 PCT 1	14.00
STAR METAL BUILDING CARPORTS, LLC	89452	A	ORDER#1722006787052543-2 PCT 1	4,856.00
THIRD COAST DISTRIBUTING, LLC	89457	A	INV#972361 PCT 1	18.49
UNIFIRST CORPORATION	89356	A	ACCT #512256 PCT 1	64.03-
DEPARTMENT TOTAL				57,249.40
0550-R&B PCT #2				
EMIL UECKER	89401	A	REIMBURSEMENT	159.99
FUELMAN	89472	A	FUEL - PCT 2	737.97
PATHMARK TRAFFIC PRODCT/TX INC	89428	A	INV#21079 PCT 2	2,099.50
UNIFIRST CORPORATION	89357	A	ACCT #512256 PCT 2	81.49
DEPARTMENT TOTAL				3,078.95
0560-R&B PCT #3				
CARD SERVICE CENTER	89477	A	4707 1205 3610 0385 LIESMANN	1,001.00
CARD SERVICE CENTER	89478	A	4707 1205 3610 0385 LIESMANN	44.86
PETERSON TIRE	89443	A	INV#JC46338 PCT 3	74.95
THIRD COAST DISTRIBUTING, LLC	89459	A	INV#138168 PCT 3	28.98
THIRD COAST DISTRIBUTING, LLC	89460	A	INV#148770 PCT 3	598.00
THIRD COAST DISTRIBUTING, LLC	89461	A	INV#148771 PCT 3	1,736.48
THIRD COAST DISTRIBUTING, LLC	89462	A	INV#148771 PCT 3	3,531.23
DEPARTMENT TOTAL				7,015.50
0570-R&B PCT #4				
AVAILABLE CONSTRUCTION & TRANSPORT	89389	A	INV#HR 44 PCT 4	92,452.10
CARD SERVICE CENTER	89483	A	4707 1205 3610 0666 SWIFT	2,259.93
FUELMAN	89473	A	FUEL - PCT 4	833.71
STAR METAL BUILDING CARPORTS, LLC	89453	A	ORDER#1722006787052543-2 PCT 4	4,856.00
THIRD COAST DISTRIBUTING, LLC	89458	A	INV#971375 PCT 4	202.99
UNIFIRST CORPORATION	89358	A	ACCT #512256 PCT 4	186.14
DEPARTMENT TOTAL				100,790.87
FUND TOTAL				168,134.72

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
KOFILE TECHNOLOGIES, INC	89352	A	INV #KT-017036 CO CLERK	416.00-
KOFILE TECHNOLOGIES, INC	89351	A	INV #KT-017036 CO CLERK	1,946.25
DEPARTMENT TOTAL				1,530.25
FUND TOTAL				1,530.25

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
OFFICESUPPLY.COM	89363	A	INV #6069497	55.98
DEPARTMENT TOTAL				55.98
FUND TOTAL				55.98

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
KENDNEL KASPER CONSTURCTION	89365	A	APPLICATION #12 STAR FLIGHT	498,288.75
DEPARTMENT TOTAL				498,288.75
FUND TOTAL				498,288.75

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

871,747.52

Blanco County Commissioners' Court

September 10, 2024

Invoice File Listing By Fund to Ratify

Fund	Description	Disbursement
010	General Fund	\$ 2,319.90
049	Exhibit Hall	\$ 1,659.85
Total		\$ 3,979.75

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

9/15/24

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

County Judge

Date

Commissioner Pct 1

Commissioner Pct 3

Commissioner Pct 2

Commissioner Pct 4

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0450-JUDICIAL EXPENSES				
BLANCO COUNTY DISTRICT CLERK	89322	R	GRAND JURY PAY 9-4-2024	660.00
DEPARTMENT TOTAL				660.00
0500-COURTHOUSE EXPENSES				
CITY OF BLANCO	89327	R	ACCT #04-0016-00 SOUTH ANNEX	145.90
PITNEY BOWES BANK INC.	89325	R	ACCT #8000-9090-0697-9400 POSTAGE	1,000.00
VESTED NETWORKS	89326	R	INV #13171 YEALINK ADAPTERS	424.00
DEPARTMENT TOTAL				1,569.90
0505-MAINTENANCE DEPARTMENT				
HUCKLEBERRY RANCH LLC	89323	R	INV #2492 COURTHOUSE	90.00
DEPARTMENT TOTAL				90.00
FUND TOTAL				2,319.90

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
PEDERNALES ELECTRIC COOP	89324	R	ACCT #3001577088 FAIR GROUNDS	1,659.85
DEPARTMENT TOTAL				1,659.85
FUND TOTAL				1,659.85

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

3,979.75

CONSTITUTION WEEK PROCLAMATION

WHEREAS September 17, 2024, marks the two hundred and thirty-seventh 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 16-24, 2024

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 _____, 2024.

Brett Bray
Blanco County Judge

ATTEST:

Laura Walla
Blanco County Clerk

**PROCLAMATION DECLARING SEPTEMBER 2024
AS NATIONAL PREPAREDNESS MONTH**

WHEREAS: Blanco County is committed to supporting a strong framework for the sharing of critical resources among Blanco County residents in responding to natural or man-made emergencies, and

WHEREAS: "National Preparedness Month" creates an opportunity for the residents and businesses in Blanco County to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and

WHEREAS: investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation throughout our nation; and

WHEREAS: emergency preparedness is the responsibility of every citizen in Blanco County and all citizens are encouraged to make preparedness a priority; and

WHEREAS: the Blanco County Commissioner's Court, along with other regional, state and national partners, support the WarnCentralTexas campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action; and

WHEREAS: preparedness is an ongoing effort of all citizens in Blanco County, including youth, older adults, and people with disabilities and others with access and functional needs; and

WHEREAS: the Blanco County Commissioner's Court encourages all citizens to participate in preparedness activities and are asked to review preparedness information such as those on the website Ready.gov, and to sign up to receive emergency alerts on the WarnCentralTexas.org website to become more prepared;

THEREFORE, BE IT RESOLVED: the Blanco County Commissioner's Court, hereby proclaims September 2024 as National Preparedness Month and encourages all citizens and businesses to develop their own emergency preparedness plan, go to WarnCentralTexas.org to register to receive emergency alerts, and work as a team towards that end.

Adopted by the Blanco County Commissioner's Court this 10th day of September, 2024.

Brett Bray
Blanco County Judge

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 Blanco County Judge
Name of Representative Position

PO Box 387
Address

Johnson City, Tx 78636-0387
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 _____
Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Email this form to execadmin@capcog.org or fax it to 512-916-6001. For questions about completing this form, call Teresa Williams at 512-916-6018.

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 Texas 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 12691-7, 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 12, 2024, the Board of Directors of 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 \$64,819,515 (the “*Reservation*”); and

WHEREAS, by resolution adopted on June 12, 2024, 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 a governmental unit that created the Corporation, the Board of County Commissioners of Blanco County, Texas (the “*Governing Body*”) desires to approve the assignment of a portion 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 a portion 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 _____, 2024.

(SEAL)

COPY

ATTEST:

County Clerk

Exhibit A

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of the ____ day of _____, 2024 by and between the CAPITAL AREA HOUSING FINANCE CORPORATION ("*HFC*"), 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.

RECITALS:

A. HFC 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 HFC 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 HFC, 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 12, 2024, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$64,819,515 or such lesser amount as determined by HFC staff, 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. HFC has determined to (a) delegate to TDHCA HFC'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. HFC 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 HFC, 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. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC'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 2024 program year.

Section 2. Consents. HFC 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 all carryforward application fee and/or closing fees payable to the Bond Review Board.

Section 4. Agreement. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (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 “*HFC Loans*”), until an aggregate amount of \$37,319,515 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

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

Section 6. 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.

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

By: _____
Name: _____
Title: _____

TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS

By: _____
Name: _____
Title: _____

EXHIBIT A – TERM SHEET

**2024 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.

Blanco County Application For Hotel Occupancy Tax (HOT) Funds

NOTE: Complete all blanks as applicable, including N/A when the question does not pertain to you.

Organization Information

Date of Application:

Name of Organization:

Address:

City/State/Zip:

Contact Person:

Home Phone:

Cell Phone:

Work Phone:

Email Address:

Website:

Non-Profit:

 Yes No

Federal Tax ID Number:

Current Operating Budget for Proposed Event/Program/Project: \$
(Attach copy)

Current Annual Operating Budget for Applying Entity: \$
(Attach copy)

Previous Year's Operating Budget for Applying Entity: \$
(Attach copy)

Next Year's Projected Annual Operating Budget for Applying Entity: \$
(Attach copy, if available)

Fiscal Year of Organization:

Date Established:

Proposal Information

Does your Event/Project/Program pass Part One of the statutory test, defined specifically as directly enhancing and promoting tourism in Blanco County AND directly promoting the overnight accommodation industry in Blanco County by increasing overnight stays?

Yes No

Does your Event/Project/Program pass Part Two of the statutory test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories:

- (1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- (2) Paying the administrative costs of facilitating convention registration.
- (3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the county or its vicinity.
- (4) Expenditures that promote the arts.
- (5) Funding historical restoration or preservation programs.
- (6) Funding certain expenses, including promotional expenses directly related to a sporting event within counties with a population of under 1 million.
- (7) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the county.

Yes No

If the answer to one of the above two questions is no, you are not eligible for HOT funds and need not continue.

Duration of Event/Project/Program: From: To:

Amount Requested for Event/Project/Program: \$

Date Payment Requested:

Primary Location of Event/Project/Program:

Other Sources of Funding for Event/Project/Program:

DRAFT

Check Which Categories Apply to Your Funding Request:

- Historic Preservation
- Promotion of the Arts
- Enhancement of Tourism
- Event/Program/Project (Promoting Overnight Stays)
- Costs Associated with Visitor Center Information Operation
- Promotional Expenses Directly Related to a Sporting Event
- Signage directing tourists to attractions that are frequently visited by hotel guests

Previous year's number of attendees: Local: Out of Town:

This year's projected number of attendees: Local: Out of Town:

How many years have you received HOT funds for this event/project/program:

List the year (up to three years), the amount of HOT funding received, and the source:

Year: Amount: \$ From:

Year: Amount: \$ From:

Year: Amount: \$ From:

Purpose and Goal of your Organization and Who Benefits from Your Success:

Description or Name of Event/Project/Program:

DRAFT

List current board members, officers, administrative staff, and numbers of members and/or volunteers in organization (provide attachment if necessary):

How many years have you held this event/project/program:

How many people attending this event/project/program will use Blanco County hotels, motels, or bed & breakfasts (estimate):

How many nights will they stay:

Do you reserve a room block for this event/project/program: Yes No

If so, how many rooms:

How do you measure the impact of your event/project/program on area overnight facilities?

Indicate all promotion efforts your organization is coordinating by placing the amount of funding in the blank committed to each media outlet:

\$_____ Paid Advertising

\$_____ Press Releases to Media

\$_____ Newspaper

\$_____ Radio

\$_____ TV

\$_____ Direct Mailings

\$_____ Distribution of Brochures

\$_____ Other (describe)

How do you intend to advertise or promote your event/project/program in another city or county?:

Historic Preservation (if applicable):

Please describe how your historical restoration and preservation activities directly promote tourism and the overnight accommodations industry (add attachments if necessary):

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Promotion of the Arts (if applicable):

Please describe how your activities related to this subject directly promote tourism and the overnight accommodations industry (add attachments if necessary):

Enhancement of Tourism (if applicable):

Please describe how your activities related to this subject directly promote tourism and the overnight accommodations industry (add attachments if necessary):

Signature Event or Activity Promoting Overnight Stays (if applicable):

Please describe how your activities related to this subject directly promote tourism and the overnight accommodations industry (add attachments if necessary):

Visitor Information Center Operation (if applicable):

Please describe how your activities related to this subject directly promote tourism and the overnight accommodations industry (add attachments if necessary):

Promotional Expenses to a Sporting Event (if applicable):

Please describe how your activities related to this subject directly promote tourism and the overnight accommodations industry (add attachments if necessary):

DRAFT

Signage Directing Tourists to Attractions (if applicable):

Please describe how your activities related to this subject directly promote tourism and the overnight accommodations industry (add attachments if necessary):

Do you have an itemized budget on how you plan to use the requested Hotel Occupancy Tax?
If yes, please provide information as an attachment.

Yes No

Do you have a marketing/advertising plan, including target audience?
If yes, please provide information as an attachment.

Yes No

Do you have a profit/loss statement or expenditure budget for the event/project/program?
If yes, please provide information as an attachment.

Yes No

Is the event/project/program at least two days in length to encourage overnight stays?

Yes No

Your request for Blanco County Hotel Tax funds represents _____% of your total budget for your event/project/program.

Will there be an admission charge for this activity?

Yes No

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If yes, what is the admission fee?

Does the proposed event/project/program plan to become self-supporting in the future?

Yes No

What type of tracking process do you use to determine and justify the number of overnight visitors you are attracting?

Answer the following questions only if the funding request is for a permanent facility such as a museum, park, or visitor center:

Name of event/project/program for which you are requesting funds? If your request is for multiple events/projects/programs, please list each separately and funding requested for each.

Expected annual attendance:

An estimated percentage of the number of annual visitors that are staying in Blanco County overnight accommodations: _____%

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APPLICANT CERTIFICATION

I hereby certify and affirm that:

(1) I have read the entire information in this application packet and understand and will comply with all provisions therein

(2) I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.

Certified by: (signature) _____

Print Name: _____

Title: _____ Date: _____

DRAFT

Interlocal Cooperation Contract
Failure to Appear Program

COPY

State of Texas
County of Blanco

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Justice Of the Peace ^{Pct 2} ₄ ^{Pct 4} Court of the [City or County] of Blanco County (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: <i>Randy Bradbeck, JP Ret 1</i>	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: <i>PO Box 405</i>	
Address: <i>Johnson City, TX 78636</i>	
Fax: <i>830.868.4153</i>	
Email: <i>bcjp1@co.blanco.tx.us</i>	
Phone: <i>830.868.4888</i>	

- C. Termination.**
 Either party may terminate this Contract with 30 days' written notice.

 DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

 If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.
- D. Amendments.**

 This contract may only be amended by mutual written agreement of the Parties.
- E. Miscellaneous.**
 1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

COPY

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE
AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")**

among

Blanco County
402 Blanco Ave
Blanco, TX 78606

and

Blanco County Fire Marshal's Office
P.O. Box 471
Johnson City, TX 78636

and

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

COPY

Whereas, **Blanco County** ("Customer") and **CentralSquare Technologies, LLC** on behalf of itself and affiliates and subsidiaries including **Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc.** ("CentralSquare"), have entered into a certain Software License and Service Agreement, dated March 18, 2018 ("**Customer Agreement**");

and

Whereas, the **Blanco County Fire Marshal's Office** ("**Accessing Agency**") has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1. Customer and CentralSquare grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein.
2. CentralSquare and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at CentralSquare's or Customer's discretion.
3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at CentralSquare's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to CentralSquare.

4. Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of CentralSquare and will remain the sole property of CentralSquare. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the CentralSquare proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, CentralSquare has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. CentralSquare is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and CentralSquare of a definitive written software license agreement between CentralSquare and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. CentralSquare will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN CENTRAL SQUARE AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. CENTRAL SQUARE MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. CENTRAL SQUARE WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8. Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9. RESERVED.

10. This Access Agreement will be governed by and construed under the laws of the State of Texas, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

11. Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with CentralSquare for support services.

12. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about

its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, CentralSquare, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

Blanco County

BY:

PRINT NAME: Brett Bray

PRINT TITLE: Blanco County Judge

DATE SIGNED:

COPY

CentralSquare Technologies, LLC

BY:

PRINT NAME:

PRINT TITLE:

DATE SIGNED:

Blanco County Fire Marshal's Office

BY:

PRINT NAME: Matt McMain

PRINT TITLE: Blanco County Fire Marshal

DATE SIGNED:

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2025

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, 2024, and terminates on September 30, 2025, 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 \$51,019.75.

- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2024 – December 31, 2024: \$12,754.93, invoice due by close of business, Monday, January 13, 2025;

January 1, 2025 – March 31, 2025: \$12,754.94, invoice due by close of business, Monday, April 7, 2025;

April 1, 2025 – June 30, 2025: \$12,754.94, invoice due by close of business, Monday, July 7, 2025; and

July 1, 2025 – September 30, 2025: \$12,754.94, invoice due by close of business, Monday, October 13, 2025.

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 Bureson 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.
 - 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.

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: _____

By: _____

Name: _____

Betty Voights

Title _____

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 2025**

A resolution of the County of Blanco (County) Texas certifying that the County has made a grant to Combined Community Action, Inc. (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 \$6,000.00 to be paid and used between the:

1st of October 2024 and the 30th of September 2025

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 _____ day of Month, 2024.

Signature of Authorized Official of the County

Brett Bray, Blanco County Judge

Typed Name and Title



1220 N. 52nd St. | Phoenix, AZ 85008 | Phone: 602-272-9466 or 800-437-4376
 Fax 602-272-7582 | www.loftinequip.com

Planned Maintenance and Annual Service Agreement

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

Servicing Agent:

Loftin Equipment Company
 Phoenix Branch
 1220 N 52nd St
 Phoenix, AZ 85008

Customer:

Blanco County			
400 US Hwy 281 South			
Johnson City		TX	78636
Email Address:	ielsbury@co.blanco.tx.us		
Att'n:	Lea Elsbury	PH:	830.686.7104 x 500
<input type="checkbox"/> New PM	<input checked="" type="checkbox"/> Renewal PM	Fax:	0

Proposal:

MTC

Generator Set:

Make: MTU	Model: 400RXC6DT3	Serial: 328127-1-1-0111	KW: 400
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PM Schedule and Pricing:

Please Select Plant, Options and Terms	QTY	Description	Price Per Inspection		Price for Annual Full Service	Total Annual Cost
<input type="checkbox"/> Monthly	8M/3Q	Monthly	@	\$740.00	+	\$1,455.00 = \$9,595.00
<input type="checkbox"/> Quarterly	3Q/1A	Quarterly	@	\$740.00	+	\$1,455.00 = \$3,675.00
<input checked="" type="checkbox"/> Semi-Annual	1SA/1A	Semi-Annual	@	\$740.00	+	\$1,455.00 = \$2,195.00
<input type="checkbox"/> Annual Only	1A	Annual Full Service	@			\$1,505.00 = \$1,505.00

Additional Service Available (please select):

	Price
<input checked="" type="checkbox"/> Two (2) Hour Load Bank Test Per NFPA 110 (Annually)	\$1,370.00
<input type="checkbox"/> Four (4) Hour Load Bank Test (Annually)	\$1,682.00
<input type="checkbox"/> Diesel Refueling Services can be provided at prevailing competitive rates. We can provide up to 100 gallons per visit and can be delivered during scheduled services. Any additional fuel requested is subject to delivery fees.	
<input type="checkbox"/> Generator system monitoring fee (annual amount invoiced each January) *Bolt equipment required	\$250.00
<input type="checkbox"/> Annual Diesel Fuel Analysis Test	\$85.00
<input type="checkbox"/> Annual Engine Oil Analysis Test	\$40.00
<input type="checkbox"/> Annual Coolant Fluid Analysis Test	\$40.00

COPY

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Services to be performed are as described on page 2 of this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year, unless otherwise specified. This agreement may be terminated at any time by either party upon 30 days written notice, or other notice as required by law addressed to last known address of the other party. No Claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within 30 days from the date of presentation.

Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Proposed By: Loftin Equipment Company
 (Servicing Agent)

Accepted By:

By:

Misti Crosby

Misti Crosby mcrosby@loftinequip.com
 (Service PM Estimator)

 (Customer's Printed Name)

 (Customer's Signature)

Purchase Order #: _____

Date: Tuesday, May 7, 2024

Date: _____

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SERVICE SOLUTION

Customer #: 2529121
Blanco County
Date: 28-Jun-24
Proposal #: CPQ-654045
Term: 1-Oct-24 to 30-Sep-25
External Contract #: 21528090 R03-APR-2024
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 Ave
 Aurora CO 80012-2540
 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: \$1,353.55

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM Est. First Inspection: July

Backflow Preventer-Domestic	1	Annual	
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SPRINKLER ESSENTIAL SERVICE OFFER Total: \$215.34

SYSTEM-SP-BACKFLOW

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SERVICE SOLUTION

BACKFLOW SYSTEM

Est. First Inspection: July

Backflow Preventer-Fire	1	Annual
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SPRINKLER ESSENTIAL SERVICE OFFER Total:

\$430.68

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:

\$707.54

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:

\$799.83

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

COPY



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	\$1,353.55	\$1,445.85	\$707.54

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.

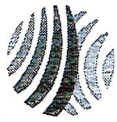
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KITCHEN HOOD ESSENTIAL SERVICE

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



SERVICE SOLUTION

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 to ensure correct functioning annually. Drain test is conducted after opening

Customer Portal (Basic)

SYSTEM-FA-EDWARDS-EST3

SYSTEM-SP-BACKFLOW

SYSTEM-KH-HOOD

SYSTEM-SP-WET SPRINKLER

Basic Customer Portal functionality will be provided.

COPY



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-24** (the "Effective Date") to **30-Sep-25** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: BAMA In BAMA

Initials

PAYMENT TERMS: Net 30

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

PAYMENT AMOUNT: \$3,506.94 - **Proposal #:** CPQ-654045

PAYMENT SUMMARY:

Year	PSA Charges
1	\$3,506.94

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.

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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 Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer 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: _____

Blanco County

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Date: _____

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Johnson Controls Fire Protection LP

Authorized Signature: Juan C. Suarez Saldana

Print Name: Juan C. Suarez Saldana

Title: Inside CCR

Phone #: (972) 236-8952

Fax #: _____

License #: _____
(if applicable)

Date: 6/28/2024

Prepared For:

BLANCO COUNTY JAIL AND SHERIFFS - JOHNSON CITY, TX - Blanco Co Jail, TX - DC & IC Upgrade

Chief Deputy Robert Woodring
Blanco County
400 US 281
JOHNSON CITY, TX, 78636

rwoodring@co.blanco.tx.us

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Beeler
Senior Account Executive
(317) 796-6241
david.beeler@securitas.com

Project Site:

BLANCO COUNTY JAIL AND SHERIFFS
400 US 281
JOHNSON CITY, TX, 78636

COPY



Securitas Sourcewell Contract, #030421-SCS, Maturity Date: 04/22/2025
Blanco County Sourcewell Contract # 129978

SCOPE OF WORK

1. Attached is your quotation for upgrading the door control and intercom system at the jail. This quote replaces all the end-of-life and proprietary headend electronics. It also includes all new control system software with an enhanced feature set and ease of use. All field devices like intercom stations, speakers, door locks, etc will be re-used. Thank you for the opportunity to do business with you and we appreciate your consideration.

Securitas will provide (Narrative):

2. Replace the end-of-life and proprietary door control PLC equipment
3. Replace the end-of-life and proprietary intercom system
4. Re-use all facility cabling to locks, intercom stations, speakers, etc.
5. Replace intercom system with a detention grade, standard, digital Harding intercom system
6. Replace proprietary door relays with standard, off-the-shelf ice cube ones
7. Re-use the control system computer but replace the touchscreen monitor with a much larger 27"
8. Provide a database server for logging all system transactions
9. Provide all software integration with the video system
10. Engineering, programming, testing, as required

Note: All field devices, power supplies, amplifiers, network switches, and UPSs to be re-used

Exclusions:

1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
2. Repair or replacement of existing field devices or wiring that will be re-used
3. Removal of abandoned wiring
4. Any Pre-vailing wage (If required please let us know the rate to include)
5. Bond and bond premium
6. Any high voltage hookup of over 120VAC
7. All building permits, fees, inspections by others
8. ADA compliance
9. After hours, premium labor
10. Millwork or desktop repair
11. Painting, patching & repair work
12. Lifts or ladders. We expect to use the owner's
13. We require a secure location inside the facility for tool, material storage
14. Additional UPS system(s)

Timeline and Schedule:

After receipt of signed quote and purchase order or contract change, we will schedule the work around availability and access to the jobsite.



1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty
ALLEN BRADLEY Right End Cap Terminator	1769ECR	1
ALLEN BRADLEY 32 Point, 24VDC Input Module	1769IQ32	3
ALLEN BRADLEY PLC Controller	1769L37ERM	1
ALLEN BRADLEY 32 Point 24VDC Output Module	1769OB32	3
ALLEN BRADLEY 120/240 VAC Input P/S, 4A @ 5VDC, 2A @ 24VDC	1769PA4	1
ELO ENTUITIVE Elo 2402L - 24" Touchscreen Monitor	E351806	1
Emerson 240W 24V DIN PS 85-264VAC SUPPLY	SVL1024100	1
HARDING MISC 10' STN INTERFACE CBL W/ 2 45 ENTRY	CBLSTN10RR	6
HARDING Digital Communications expander	DCES1003030S1	2
HARDING Dxl Administrator Site Lic Software	DXLSOFLIC	1
HARDING PAGE ZONE EXPANDER	PZE1100	1
HARDING Quick connect board, 16 station, 400	QCB1201	6
HARDING TOUCHSCREEN MODULE	TMM6411211	1
HARDING Digital Communication Controller	DCCS1003030E10000IP	1
Securitas ENTRY LEVEL SMALL FORM FACTOR VIDEO WORKSTATION CORE I5-8500	BCDSF01ELWS8I5EMB	1
Labor Schedule		

Categories	Hours	Hourly Rate	Extended Sell
I.T.	120.00	185.00	\$22,200.00
Pre-Fabrication	80.00	105.00	\$8,400.00
CAD	80.00	145.00	\$11,600.00
Installation	120.00	165.00	\$19,800.00
Labor Schedule Subtotal:			\$62,000.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Installation/cable			\$21,818.31
Parts			\$9,090.91
Wonderware License			\$5,181.82
Additional Cables and Locks:			

2 Purchase Investment Summary:

Total: \$139,240.00

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.beeler@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Securitas Technology Corporation

Company

4710 Perrin Creek

San Antonio TX78217

Address

David Beeler, Senior Account Executive

Account Representative Name & Title

Securitas Technology Corporation Management

Securitas Technology Corporation Management Signature Date

Buyer:

Blanco County

Trade, partnership or corporate name if different from above.

PO Box 471

JOHNSON CITY TX 78636

Address

Judge Brett Bray, County Judge

Name & Title

Authorized Signature Date

Terms and Conditions

1. **GENERAL** - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Technology Corporation (hereinafter STC) and the Buyer (as listed on the attached) when accepted by STC. If the Buyer issues an order instead of executing this Document and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by STC's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Document and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. STC's Proposal is valid for a period of thirty (30) days from the date of the Proposal.
2. **DELIVERY** - Delivery quoted was based on the best information available from the manufacturers and/or STC's current inventory at the time of Proposal. STC is not responsible for any delays in shipments from manufacturers or changes in STC's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. STC reserves the right to make delivery in installments. STC shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT.
3. **ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES.** This Section 3 applies to all items other than services provided to Buyer hereunder. A. **ACCEPTANCE:** Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At STC's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order. B. **TRANSFER OF TITLE AND RISK OF LOSS:** Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.
4. **PRICES - OMITTED**
5. **PAYMENT** - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off: A. **EQUIPMENT AND INSTALLATION**- Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed Net ten (10) days from invoice date. B. **RECURRING SERVICES** - Billed in advance. **OVERDUE INVOICES** - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate provided in Chapter 2251 of the Texas Govt Code.
6. **INSTALLATION** - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, STC utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, STC will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. STC's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.
7. **DRAWINGS, PROPRIETARY INFORMATION** - A. **Drawings.** Buyer shall provide STC with an electronic version of drawings for the performance of the Services. Buyer shall provide STC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STC to create drawings necessary for the completion of the Services. **PROPRIETARY INFORMATION.** Any drawings, specifications, equipment lists, and all information provided by STC herein (partial or complete) as instruments of service are and shall remain the property of STC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STC on demand or at the end of the project unless specifically purchased from STC or authorized in writing by STC. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to STC. They are not to be reproduced in whole or part without written consent.
8. **AUDIO/VIDEO EQUIPMENT** - If the equipment purchased or leased from STC contains audio monitoring or video equipment, state and federal law requires public notice of the use of this equipment. Buyer will use such equipment in accordance with all applicable laws.
9. **BONDING** - Unless otherwise agreed upon and included in writing in the proposal, STC will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.
10. **OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE** - Any computer application program and/or documentation (collectively "Software") that is provided by STC under this agreement is owned by STC or one of its original equipment manufacturers and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to STC. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.
11. **TERMINATION AND CHANGE MANAGEMENT** - A. A contract may be terminated by the Buyer only if agreed to in writing by STC. If STC agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect STC from loss. Notwithstanding the foregoing, in the event that this contract extends past the current fiscal year and funds are not appropriated for this contract, Buyer may cancel with no penalty. B. **Change Management.** Either party may initiate a change by advising the other party in writing of the change believed to be



necessary. As soon thereafter as practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. **LIMITED WARRANTY AND INDEMNIFICATION** - Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. 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 8am - 5 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 Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. **DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, 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, 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 BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.**

14. **INFRINGEMENT INDEMNIFICATION** - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. **LIMITED LIABILITY** - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF

WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

16. **OTHER - Governing Law:** This Agreement shall be governed by the laws of the State of Texas and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of Texas. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. **ELECTRONIC SIGNATURE LAW** - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.

Prepared For:

BLANCO COUNTY JAIL AND SHERIFFS - JOHNSON CITY, TX - Blanco Co Jail, TX - Video Upgrade

Chief Deputy Robert Woodring
Blanco County
400 US 281
JOHNSON CITY, TX, 78636

rwoodring@co.blanco.tx.us

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Beeler
Senior Account Executive
(317) 796-6241
david.beeler@securitas.com

Project Site:

BLANCO COUNTY JAIL AND SHERIFFS
400 US 281
JOHNSON CITY, TX, 78636



Securitas Sourcewell Contract, #030421-SCS, Maturity Date: 04/22/2025
Blanco County Sourcewell Contract # 129978

SCOPE OF WORK

Attached is your quotation for upgrading the video system at the jail. Thank you for the opportunity to do business with you and we appreciate your consideration.

Securitas will provide (Narrative):

1. Replace 43 existing (analog, fixed lens, dome cameras) with 2MP IP Network cameras.
2. Add 13 new corner mount 4MP cameras
3. Add 1 new camera to the Infirmary/nurses room
4. Add 6 exterior multisensor 270 degree cameras on corners of the building
5. Removal and discard the existing PTZ's
6. Install new CAT6 network cable to all cameras in place of existing, outdated coax cable
7. Install 5 new high performance client computers/software to replace existing client computers (Existing video monitors to be re-used)
8. Install new client station with 27" monitor in the booking area
9. Camera software licenses.
10. Aruba network switches as required
11. Additional network video storage device (System will be 30 days recording)
12. Engineering, programming, testing, as required

Note: See attached drawing for locations

Exclusions:

1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
2. Wire/fiber and installation thereof
3. Mounting and terminating of new field devices
4. Terminations inside equipment room panels
5. Repair or replacement of existing field devices or wiring that will be re-used
6. Removal of abandoned wiring
7. Any Pre-vailing wage (If required please let us know the rate to include)
8. Bond and bond premium
9. Any high voltage hookup of over 120VAC
10. All building permits, fees, inspections by others
11. ADA compliance
12. BIM
13. Multiple mobilizations
14. After hours, premium labor
15. Millwork or desktop repair
16. Painting, patching & repair work
17. Lifts or ladders. We expect to use the owner's
18. We require a secure location inside the facility for tool, material storage
19. Additional UPS system(s)

Timeline and Schedule:

After receipt of signed quote and purchase order or contract change, we will schedule the work around availability and access to the jobsite.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty
Hanwha WiseNet Q-Series 2MP IR Vandal Dome Camera 3.2-10mm Varifoca	QNV-6082R1	43
Hanwha WISENET 3MP NW CORNER MOUNT CAMERA, 2.8MM FIXED LENS	TNV7011RC	13
Hanwha Vandal Outdoor Multi-sensor / EOL REPLC BY PNM-9084QZ1	PNM-9084QZ	6
Hanwha 1/2.8 in 2MP CMOS W/A 2.4MM FIXED FL,FOV:	SLA-2M2400P	6
Hanwha WALL MOUNT	SBP-390WMW2	6
Hanwha CORNER MOUNT BRACKET	SBP-300KMW1	6
Dell Optiplex Small Form Factor 7010	OPTIPLEXSMALLFORMFACTOR7010	6
Securitas MONITOR, 24IN LCD WIDE FORMAT	MONITOR24	1
HP Hpe Aruba 2930F 48G Poe+ 4Sfp+ Swit	JL256AABA	2
Salient POWER PRO INCLUDES: INTEL XEON CPU; 16GB RAM; WINDOWS 10 IOT	PPN40T3B	1

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
I.T.	40.00	185.00	\$7,400.00
CAD	40.00	145.00	\$5,800.00
Installation	80.00	165.00	\$13,200.00
Labor Schedule Subtotal:			\$26,400.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Installation/cable			\$68,727.51
Parts			\$9,090.91
Additional Cables and Locks:			

2 Purchase Investment Summary:

Total: \$183,820.00

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

Email: david.beeler@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

Blanco County

Company

Trade, partnership or corporate name if different from above.

4710 Perrin Creek

PO Box 471

San Antonio TX78217

JOHNSON CITY TX 78636

Address

Address

David Beeler, Senior Account Executive

Judge Brett Bray, County Judge

Account Representative Name & Title

Name & Title

Securitas Technology Corporation Management

Authorized Signature Date

Securitas Technology Corporation Management Signature Date

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Change Management. Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. LIMITED WARRANTY AND INDEMNIFICATION - Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. 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 8am - 5 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 Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, 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, 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 BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

14. INFRINGEMENT INDEMNIFICATION - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. LIMITED LIABILITY - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR \$75,000.

16. OTHER - Governing Law: This Agreement shall be governed by the laws of the State of Texas and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of Texas. If any provision of this Agreement is

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declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. ELECTRONIC SIGNATURE LAW - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.



RESOLUTION # 2024.9.10

**A RESOLUTION REGARDING A FINANCING AGREEMENT
FOR THE PURPOSE OF ACQUIRING
"2024-2025 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 "2024-2025 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 BOARD OF COMMISSIONERS OF THE COUNTY OF BLANCO:

Section 1. That the County enters into a Financing Agreement with Government Capital Corporation for the purpose of financing "2024-2025 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 Board Member _____, seconded by Board Member _____ by a vote of _____ to _____ and is effective this September 10, 2024

Lessee: County of Blanco

Witness Signature

Brett Bray, County Judge

Laura Walla, County Clerk

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