

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
SPECIALTY COURTROOM, SUITE 202
July 22, 2024
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

AGENDA

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Tracy Barrera: Presentation of the Atascosa County 2023 Audit Report by Robert Carter with Leal and Carter, P.C. Take action to accept the 2023 Audit Report and enter into the county minutes.
5. Dale Rankin: Discuss and/or take appropriate action concerning the 4-H annual Interpretation and National 4-H Week Proclamation presented by Atascosa 4-H Council.
6. Tabitha Garza: Discuss and/or take appropriate action on the Atascosa County Internship Program Presentation.
7. Loretta Holley: Discuss and/or take appropriate action concerning personnel:
 - Existing Employee: Arrianna Davis
 - Position: Tax Office Clerk
 - Pay Rate: \$40,000.00 Annually
 - Salary Budget Area: 021-444-402
 - Start Date: July 22, 2024
 - Physical: n/a
 - Drug Test: n/a

8. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:
New Employee: Carrie Ellison
Position: Assistant Public Defender
Pay Rate: \$82,000.00 Annually
Salary Budget Area: 012-488-402
Start Date: 08/01/2024
Physical: pending
Drug Test: pending
9. Cathy Seiter: Discuss and/or take appropriate action concerning personnel:
Existing Employee Kasey Bowers
Position: Elections Clerk
Pay Rate: \$42,250.00 annually
Salary Budget Area: 012-435-402
Start Date: 08/01/2024
Physical: N/A
Drug Test: N/A

New Employee: Mackenzie Snider
Position: Elections Clerk
Pay Rate: \$41,600.00 annually
Salary Budget Area: 012-435-403
Start Date: 07/22/2024
Physical: Pending
Drug Test: Pending
10. Trey Porter: Discuss and/or take appropriate action concerning personnel:
New Employee: Isaac Anthony Rodriguez
Position: Buildings and Yard department
Pay Rate: \$44,000.00 annually
Salary Budget Area: 012-460-402
Start Date: 7/22/2024
Physical: pending
Drug Test: pending
11. Sheriff Soward: Discuss and/or take appropriate action to approve Atascosa County Sheriff David Soward to purchase his issued firearm Pursuant to Texas Government Code 614.051 PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER. The Atascosa County Sheriff's Office requests that the Atascosa County Commissioner's Court allow now, Atascosa County Sheriff David Soward to purchase his issued firearm, to wit: Glock model 22, Serial Number CABU957 from Atascosa County on 01/01/2025. Sheriff David Soward is a peace officer commissioned by the Atascosa County Sheriff's Office. Sheriff Soward will honorably retire from the Atascosa County Sheriff's office on 01/01/2025 and the firearm is not a prohibited weapon under section 46.05 Texas Penal Code. Cost of weapon to be determined by the Commissioner's Court. Please find attached Texas Government Code 614.051 PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.
12. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:

New Employee: Liza Ramos
Position: Corrections Officer
Pay Rate: Tier 2: 49,000.00 Annually, \$120.00 Uniform,
\$150.00 Holiday, 171 Fluctuating, 90-Day
County Probation, 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 07/22/2024
Physical: pending
Drug Test: pending

Existing Employee: Joe Mejia
Position: Deputy Sheriff
Pay Rate: Move to Tier 1: \$58,000.00 Annually, \$120.00
Uniform, \$175.00 Holiday, 171 Fluctuating,
Continue 1-Year Agency Probation
Salary Budget Area: 012-440-410
Start Date: 08/01/2024
Physical: n/a
Drug Test: n/a

Existing Employee: Christopher Gomez
Position: Deputy Sheriff - Transport
Pay Rate: Tier 1: \$58,000.00 Annually, \$120.00 Uniform,
No holiday, 40 hours
Salary Budget Area: 012-440-410
Start Date: 08/01/2024
Physical: n/a
Drug Test: n/a

13. Comm. Gillespie: Discuss and/or take appropriate action on approving a waterline bore for McCoy water supply at 1549 Dugosh road for Cindy Rakowitz.

14. Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:
Existing Employee: James D Faulkner
Position: Pct 1 Road and Bridge Crew Mechanic
Pay Rate: \$48,000.00 annually at 40 hrs week
Salary Budget Area: 021-400-402
Start Date: 7/22/2024
Physical: N/A
Drug Test: N/A

15. Comm. Perez: Discuss and/or take appropriate action to approve a road bore for McCoy Water Supply Company at 5915 County Road 332 Jourdanton, Texas for Kenneth and Susan Burkholder.

16. Comm. Riley: Discuss and/or take appropriate action concerning personnel:
Existing Employee: David Hurd
Position: County Worker
Pay Rate: \$47,082.40 Annually
Salary Budget Area: 024-400-402

Start Date: July 22, 2024
Physical: n/a
Drug Test: n/a

17. Comm. Riley: Discuss and/or take appropriate action to approve a permit for Select Water Solutions, LLC for 1 10" lay flat line on CR 412 for 4,405 feet. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.
18. Tracy Barrera: Discuss and/or take appropriate action to consider the purchase of a Hot Food Serving Counter / Table, FWE / Food Warming Equipment Co. Inc., model no. HLC-4W6-1-DRN in the amount of \$6,354.37 for the Atascosa County Juvenile Detention Center and charge this purchase to ARPA funds, budget line 012-487-644.
19. Tracy Barrera: Discuss and/or take appropriate action to consider the approval of the agreement between Atascosa County and Guard1 for new software at the Juvenile Detention Center. This software will facilitate digital logging of room checks through barcode scanning. The initial cost is \$24,426.93 and will be charged to the ARPA fund budget line 012-487-644. An annual maintenance fee of \$6,155.00 is to be allocated to the IT budget for annual maintenance agreements under budget line 012-476-683. The agreement awaits approval from the County Attorney's office. Upon approval, County Judge Weldon P. Cude will be authorized to sign.
20. Tracy Barrera: Discuss and/or take appropriate action to consider the approval of the agreement between Atascosa County and PetPoint Data Management System for new software at the Animal Shelter. The initial one-time setup fee of \$1,300.00 will be charged to the IT budget line for Software 012-476-684, the annual maintenance fee is \$2,500.00, to be allocated to the IT budget item for annual maintenance agreements under budget line 012-476-683. The agreement awaits approval from the County Attorney's office. Upon approval, County Judge Weldon P. Cude will be authorized to sign, and the County Auditor will be instructed to process the agreement via DocuSign.

21. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 and 551.074 to discuss personnel and other matters with the County Attorney's office.

22. **OPEN SESSION**

23. Judge Cude:
Tracy Barrera: Discuss and/or take appropriate action to approve allocating \$35,000.00 of ARPA funds to go towards the Atascosa County Economic Development Corporation.
24. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
25. Judge Cude:
Tracy Barrera: Discuss, review and take action to accept and/or approve any invoices and payroll.

26. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:
27. COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken). The next Commissioners Court is set for Monday, August 12, 2024.
28. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, July 19th, 2024.



Jessica Kidd, Court Coordinator

AGENDA REQUEST (GENERAL)

Agenda Item 4.

Meeting Date: 07/22/2024
Item Title: 2023 Audit Report
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Presentation of the Atascosa County 2023 Audit Report by Robert Carter with Leal and Carter, P.C. Take action to accept the 2023 Audit Report and enter into the county minutes.

AGENDA REQUEST (GENERAL)

Agenda Item 5.

Meeting Date: 07/22/2024
Item Title: Atascosa 4-H Program Annual Interpretation & National 4-H Week Proclamation
presented by Atascosa 4-H Council
Submitted For: Dale Rankin, Director

Discuss and/or take appropriate action concerning:

Dale Rankin: Discuss and/or take appropriate action concerning the 4-H annual Interpretation
and National 4-H Week Proclamation presented by Atascosa 4-H Council.

ATTACHMENTS

Interpretation
Proclamation

ATASCOSA COUNTY 4-H

COMMISSIONERS COURT INTERPRETATION

2023-2024



TEXAS A&M
AGRILIFE

Atascosa County

Dale Rankin - CEA Ag/NR

Ashlie Stayton - CEA FCH

Holly Kopplin- 4-H Program Assistant

Monica Zepeda - Administrative Secretary

📍 25 East Fifth Street P.O. Box 379 Leming, Texas 78050

☎ 830-569-0034

ENROLLMENT

ATASCOSA COUNTY 4-H HAD 232 MEMBERS ENROLLED IN THE 2023-2024 SCHOOL YEAR.

CLUBS

BLACKHILL
CHARLOTTE
LA PARITA
LEMING/ VERDI
LYTLE
LYTLE ELEMENTARY SCHOOL
MESQUITE
POTEET

NUMBER OF MEMBERS THAT ATTENDED A DISTRICT CONTEST

Food Show-2	Postal League-34
Consumer Decision Making-15	Photography-7
Archery-11	Recordbook-12
Horse Judging-8	Horse Show-1
Fashion Show-2	Leadership Lab-1
Round Up-3	Livestock Judging-1
Rifle-27	
Meat Judging-1	

COUNTY CONTESTS ATTENDED

Food Show-7
Fashion Show-2
Photography-16
Recordbook-20
Roundup-1

COMMUNITY SERVICE

Show Barn Cleanup Days
Food Bank Distribution
Collected Treats for Troops
Sang carols at local nursing homes
Donated toys to local shelters & organizations
Highway Cleanup

STATE 4-H CONTESTS ATTENDED

Round Up Indoor Rifle Match-3
Talent Show Case-1
Digital Storyboard-1
Consumer Decision Making-3
Ag Product ID-1
Shooting Sports State Games-4
Horse Show-2

COUNTY 4-H VOLUNTEER SUPPORT

Volunteers Supporting Clubs-22
Club Managers, Co-Managers, and Project Leaders-22
Certified Shooting Sports Coaches-4
Junior Certified Shooting Sports Coaches-1



MEMBER ACCOMPLISHMENTS



STOCKSHOWS

2 members placed at the State Fair of Texas

79 Atascosa County 4-H members made the sale at the Atascosa County Livestock Show

2 members placed at the Grandstand Livestock Show

5 members participated at the Fort Worth Livestock Show

3 members placed at the San Angelo Livestock Show & Rodeo

34 members placed at the San Antonio Livestock Show & Rodeo in various events

20 members placed at the Houston Livestock Show & Rodeo

16 members placed at the Austin Livestock Show

OTHER AWARDS

\$25,000 in Scholarships awarded to 4-H members

2 Gold Star Award recipients

1 Member made the Texas 4-H Rifle Team

1 Texas 4-H Salute to Excellence Award

NATIONAL 4-H CONTESTS ATTENDED

NATIONAL 4-H SHOOTING SPORTS COMPETITION-
1 MEMBER PLACED 6TH IN THE NATION.
THE TEXAS TEAM PLACED 4TH OVERALL.

DISTRICT AND STATE AWARDS

District Food Show- 2nd Junior, 2nd Intermediate

District Consumer Decision Making Contest- Senior 1st Place Team; Senior Fourth Place Team; Intermediate 2nd Place Team; Junior 1st Place Team; 4th Place overall individual

District Archery-1st Place Intermediate Modified 420 Compound Aided; 1st Place Senior Modified 420 Compound Aided; 1st & 2nd Place Intermediate Modified 420 NASP Genesis; 3rd Place Junior Modified 420 Compound Aided; 3rd Place Intermediate 3-D Compound Aided. 3rd Place Senior 3-D Compound Aided

District Storyboard-1st Place Senior Individual

District Horse Judging- 1st place Intermediate Team, 3rd place Senior Team, 1st place Intermediate Individual

District Fashion Show- 1st place Senior Construction Category Semi Formal/ Formal, 3rd place Intermediate Buying Category Semi Formal/ Formal

District Roundup- 1st place Talent Showcase Musical Instrument

District Rifle- 3rd place 3-P Junior team, Junior Individuals Silhouette- 1st place, 3-P 3rd place, 1st place Intermediate 3-P team, Intermediate Individuals 3-P- 1st place Silhouette Metallic- 3rd place, 2nd place 3-P Senior team, Senior Individuals- 3-P- 2nd place, Silhouette Metallic- 1st place, 2nd place, Silhouette Telescopic- 1st place

District Postal League- Archery Compound Aided Junior- 1st place Intermediate - 3rd place Senior- 2nd place, 3rd place NASP Genesis Intermediate- 3rd place Recurve Intermediate- 2nd place, Rifle Junior 2nd place team, Intermediate Individuals- 1st place, 2nd place Intermediate 1st place team, 2nd place team, Rifle Senior Individuals- 2nd place Senior 2nd place team, 3rd place team

District Photography- Juniors- 2 Blue Awards, Intermediates- 10 Blue Awards, 4 Rosettes - Best of Class Seniors- 2 Red Awards, 7 Blue Awards, BEST OF SHOW Senior Division, 1 Rosette- Best of Class

District Horse Show- 1st place- Junior Barrel Racing, Junior Pole Bending, Junior Stakes Race, Junior Showmanship at Halter, 3rd place- Mare 5 & over Division Junior Champion- Timed Horseman and Judged Horseman

Shooting Sports State Games- 4 members participated

State Horse Show- 2 members participated

State Photography- 2 Blue Awards, 2 Red Awards



National 4-H Week Proclamation

WHEREAS, The _____ is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The _____, hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Date

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 07/22/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Tabitha Garza: Discuss and/or take appropriate action on the Atascosa County Internship Program Presentation.



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Loretta Holley: Discuss and/or take appropriate action concerning personnel:
Existing Employee: Arrianna Davis
Position: Tax Office Clerk
Pay Rate: \$40,000.00 Annually
Salary Budget Area: 021-444-402
Start Date: July 22, 2024
Physical: n/a
Drug Test: n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Stephanie Brown: Discuss and/or take appropriate action concerning personnel:

New Employee:	Carrie Ellison
Position:	Assistant Public Defender
Pay Rate:	\$82,000.00 Annually
Salary Budget Area:	012-488-402
Start Date:	08/01/2024
Physical:	pending
Drug Test:	pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

New Employee:	Mackenzie Snider
Position:	Elections Clerk
Pay Rate:	\$41,600.00 annually
Salary Budget Area:	012-435-403
Start Date:	07/22/2024
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period

Requested Action

Cathy Seiter: Discuss and/or take appropriate action concerning personnel:

Existing Employee	Kasey Bowers
Position:	Elections Clerk
Pay Rate:	\$42,250.00 annually
Salary Budget Area:	012-435-402
Start Date:	08/01/2024
Physical:	N/A
Drug Test:	N/A



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Trey Porter:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Isaac Anthony Rodriguez
Position:	Buildings and Yard department
Pay Rate:	\$44,000.00 annually
Salary Budget Area:	012-460-402
Start Date:	7/22/2024
Physical:	pending
Drug Test:	pending

AGENDA REQUEST (GENERAL)

Agenda Item 11.

Meeting Date: 07/22/2024
Item Title: Sheriff Firearm Purchase
Submitted For: David Soward, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Soward: Discuss and/or take appropriate action to approve Atascosa County Sheriff David Soward to purchase his issued firearm Pursuant to Texas Government Code 614.051 PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER. The Atascosa County Sheriff's Office requests that the Atascosa County Commissioner's Court allow now, Atascosa County Sheriff David Soward to purchase his issued firearm, to wit: Glock model 22, Serial Number CABU957 from Atascosa County on 01/01/2025. Sheriff David Soward is a peace officer commissioned by the Atascosa County Sheriff's Office. Sheriff Soward will honorably retire from the Atascosa County Sheriff's office on 01/01/2025 and the firearm is not a prohibited weapon under section 46.05 Texas Penal Code. Cost of weapon to be determined by the Commissioner's Court. Please find attached Texas Government Code 614.051 PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.

ATTACHMENTS

Firearm Purchase

GOVERNMENT CODE

TITLE 6. PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE A. PROVISIONS GENERALLY APPLICABLE TO PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 614. PEACE OFFICERS AND FIRE FIGHTERS

SUBCHAPTER A. LEGISLATIVE LEAVE FOR PEACE OFFICER OR FIRE FIGHTER

SUBCHAPTER D. PURCHASE OF FIREARM OR UNIFORM OF HONORABLY RETIRED, MEDICALLY
DISCHARGED, OR DECEASED PEACE OFFICER

Sec. 614.0505. DEFINITION. In this subchapter, "governmental entity" means a state agency, a county, a municipality, or a joint board for which the constituent agencies are populous home-rule municipalities.

Added by Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. [2135](#)), Sec. 2, eff. September 1, 2015.

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.

(a) An individual may purchase a firearm from a governmental entity if:

(1) the individual was a peace officer commissioned by the entity;

(2) the individual was honorably retired from the individual's commission by the entity;

(3) the firearm had been previously issued to the individual by the entity; and

(4) the firearm is not a prohibited weapon under Section [46.05](#), Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. [2135](#)), Sec. 3, eff. September 1, 2015.



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Sheriff Soward: Discuss and/or take appropriate action concerning personnel:
New Employee: Liza Ramos
Position: Corrections Officer
Pay Rate: Tier 2: 49,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, 171 Fluctuating, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 07/22/2024
Physical: pending
Drug Test: pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Joe Mejia
Position:	Deputy Sheriff
Pay Rate:	Move to Tier 1: \$58,000.00 Annually, \$120.00 Uniform, \$175.00 Holiday, 171 Fluctuating, Continue 1-Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	08/01/2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Christopher Gomez
Position:	Deputy Sheriff - Transport
Pay Rate:	Tier 1: \$58,000.00 Annually, \$120.00 Uniform, No holiday, 40 hours
Salary Budget Area:	012-440-410
Start Date:	08/01/2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 07/22/2024
Item Title: waterline bore for McCoy Water Supply
Submitted For: Mark Gillespie, Commissioner, Pct. 1

Discuss and/or take appropriate action concerning:

Comm. Gillespie: Discuss and/or take appropriate action on approving a waterline bore for McCoy water supply at 1549 Dugosh road for Cindy Rakowitz.

ATTACHMENTS

Road Bore 1549 Dugosh C. Rakowitz

Annabel Salinas Office Manager
2125 FM 541 McCoy, Texas 78113
Website: www.mccoywsc.com

Robert Garza Field Manager
Phone: 830-569-5575
Fax 830-569-5576

July 22, 2024

Atascosa County Commissioner's Court
1 Courthouse Circle Drive, Suite 101
Jourdanton, Texas 78026

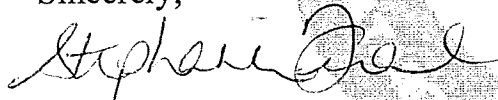
RE: Permit for Precinct #1

Dear Atascosa County Commissioner's Court:

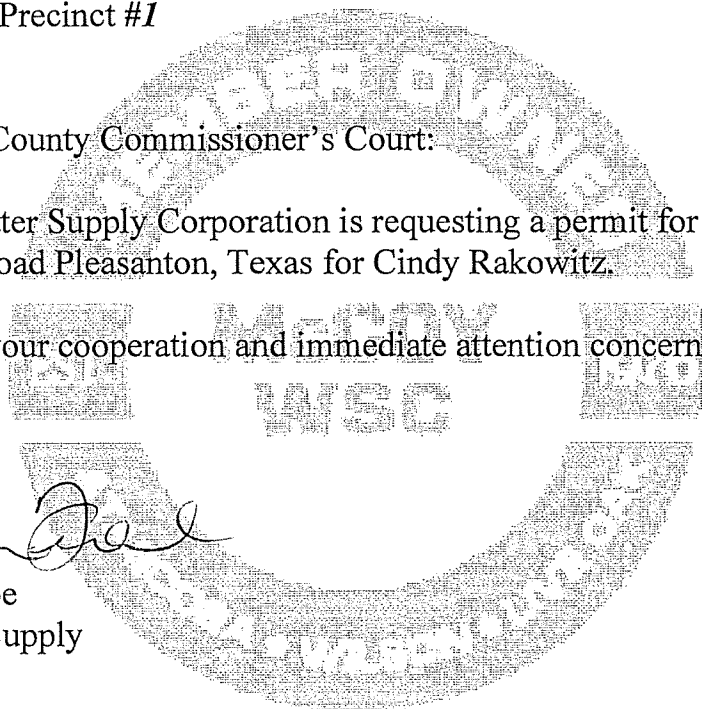
The McCoy Water Supply Corporation is requesting a permit for a road bore on 1549 Dugosh Road Pleasanton, Texas for Cindy Rakowitz.

Thank you for your cooperation and immediate attention concerning this matter.

Sincerely,



Stephanie Freabe
McCoy Water Supply



APPROVAL

McCoy Water Supply Corporation
2125 FM 541
McCoy, Texas 78113
ATTN: Stephanie Freabe

July 22, 2024

The Commissioner's Court of Atascosa County offers no objection to the location on the right-of-way for McCoy WSC's proposed buried water line as shown on the accompanied drawing for road bores and notice dated July 22, 2024, except as noted below.

It is further intended that the Commissioner's Court may require the owner to relocate this pipeline, subject to the provisions of governing laws, by giving thirty (30) days written notice, any relocation will be at the expense of McCoy Water Supply Corporation.

The installation shall not damage any part of the County Road or adjacent property owners.

Please notify Commissioner Mark Gillespie at 830-569-2901, forty-eight (48) hours prior to starting construction of the project in order that we may have a representative present.

Commissioner's Court of Atascosa County, Texas acting herein by and through the County Judge and the entire Commissioner's Court pursuant to resolution passed on the July 22, 2024, and duly recorded in the Minute Book of the Commissioner's Court of Atascosa County, Texas.

Atascosa County Judge



Search Here: ▾

10312



Show search results for 103...



0350

A-6

29°01'40"N 98°30'40"W

0 300 600ft

225077

225075

10920

10313

10312

22144

22143

22142

217311

22141

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22140

2

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22138

79470

201865

201866

201868

201871

201874

22120

22117

201877

201875

10285

219

10342

10274

10268

Elm Cr.

Elm Creek

Elm Creek

Elm Creek

Dugess Rd

Road Bar

COUNCILVIEW DR

May Rd



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period
Requested Action

Comm. Gillespie:	Discuss and/or take appropriate action concerning personnel:
Existing Employee:	James D Faulkner
Position:	Pct 1 Road and Bridge Crew Mechanic
Pay Rate:	\$48,000.00 annually at 40 hrs week
Salary Budget Area:	021-400-402
Start Date:	7/22/2024
Physical:	N/A
Drug Test:	N/A

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 07/22/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Comm. Perez: Discuss and/or take appropriate action to approve a road bore for McCoy Water Supply Company at 5915 County Road 332 Jourdanton, Texas for Kenneth and Susan Burkholder.

ATTACHMENTS

5915 CR 332

Annabel Salinas Office Manager
2125 FM 541 McCoy, Texas 78113
Website: www.mccoywsc.com

Robert Garza Field Manager
Phone: 830-569-5575
Fax 830-569-5576

July 22, 2024

Atascosa County Commissioner's Court
1 Courthouse Circle Drive, Suite 101
Jourdanton, Texas 78026

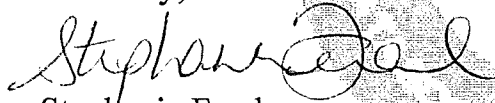
RE: Permit for Precinct #3

Dear Atascosa County Commissioner's Court:

The McCoy Water Supply Corporation is requesting a permit for a road bore on 5915 County Road 332 Jourdanton, Texas for Kenneth & Susan Burkholder.

Thank you for your cooperation and immediate attention concerning this matter.

Sincerely,



Stephanie Freabe
McCoy Water Supply



APPROVAL

McCoy Water Supply Corporation
2125 FM 541
McCoy, Texas 78113
ATTN: Stephanie Freabe

July 22, 2024

The Commissioner's Court of Atascosa County offers no objection to the location on the right-of-way for McCoy WSC's proposed buried water line as shown on the accompanied drawing for road bores and notice dated July 22, 2024, except as noted below.

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The installation shall not damage any part of the County Road or adjacent property owners.

Please notify Commissioner Eliseo Perez at 830-277-1213, forty-eight (48) hours prior to starting construction of the project in order that we may have a representative present.

Commissioner's Court of Atascosa County, Texas acting herein by and through the County Judge and the entire Commissioner's Court pursuant to resolution passed on the July 22, 2024, and duly recorded in the Minute Book of the Commissioner's Court of Atascosa County, Texas.

Atascosa County Judge



Search Here: ▼

26599



Show search results for 265...

199436



62869

26599

26584

County Road 332

County R

*Road
Bike*

26597

28°50'35"N 98°36'24"W

0 150 300ft



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period

Requested Action

Comm. Riley: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	David Hurd
Position:	County Worker
Pay Rate:	\$47,082.40 Annually
Salary Budget Area:	024-400-402
Start Date:	July 22, 2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 17.

Meeting Date: 07/22/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve a permit for Select Water Solutions, LLC for 1 10" lay flat line on CR 412 for 4,405 feet. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.

ATTACHMENTS

CR412

*07/18/2024 14:09
PPYR: 07/2024 LO

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS

RECEIPT NO: 131337
PAGE: 1

FROM: 903800 SELECT WATER SOLUTIONS LLC
1820 N INTERSTATE 35
GAINESVILLE TX 76240

* ORIGINAL *

ACCT NAME

ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION

024-300-368 CK#5525116/TEMP W/LI SSB MULT

ITEM AMOUNT

500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

RECEIPT TOTAL:

500.00

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):

500.00 CHECKS

TREASURER OF ATASCOSA COUNTY, TEXAS





PROSPERITY BANK[®]

Member FDIC

CASHIER'S CHECK

No.5525116

July 17, 2024

REMITTER: SELECT WATER SOLUTIONS LLC
97MT W EXCELSIOR TRIANGLE

PAY TO THE ORDER OF: ATASCOSA COUNTY

\$500.00

*** FIVE HUNDRED AND 00/100 ***

DOLLARS

TWO SIGNATURES REQUIRED

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN

131337

⑈5525116⑈ ⑆113122655⑆ 04131271⑈

131337



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW Select Water Solutions, LLC (company name) (hereinafter "Company"), a Texas (state), Corporation (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):

The (1) 10" Lay Flat Line will Enter CR ROW, CR 412 for a total of 4,405 feet. Please, see attached Exhibit A for full description.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.

This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the event that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copies of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

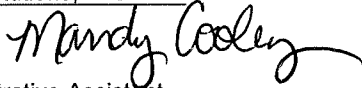
Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 07/22/2024 (mm/dd/yyyy) and complete such operations by 10/22/2024 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR

Select Water Solutions, LLC

By: Mandy Cooley



Title: STR Administrative Assistant

Address: 1000 Central Parkway N.
Ste 270
San Antonio, Tx 78232

Date: July 17, 2024

I have reviewed the foregoing Request, and I:

☐ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

☐ Do not approve, for the following reason(s) _____

Robert L. Hurley, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Mandy Cooley

Office Telephone: 210-491-1810

Cell Phone: 817-964-5311

Email Address: mcooley@selectwater.com

Address: 1000 Central Parkway N. Suite 270

City, State, Zip: San Antonio, Tx. 78232

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

BASIC INFORMATION: Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00

EXHIBIT "A"

Layout Specifics: (1) 10" Lay Flat Line will Enter CR ROW at (28.704482°/-98.232734°). The Line will be on CR RFOW, CR 415 on the North side and travel West for **1,932 feet**. The Line will pass through a **28-inch Culvert** at (28.707300°/-98.237631°). The Line will be on the South side and travel West for **2,445 feet**. The Line will Exit CR ROW, CR 412 at (28.711343° /-98.244550°). The Line will Exit onto private property.

In Total the line will be in the County ROW for **4,405 feet**. Proper signage will be used, and flaggers will be placed to help maintain traffic control during the installation and removal of the line. Operator certifies that the use of the line is for freshwater operations and shall not be used for the transport of produced water. The water being moved through this line is fresh water. At no time will there be any pumps located in the County ROW. The line will be placed within three feet (3') of the County ROW line and held in place via stakes with protective covers. County ROW shall be mowed and maintained during installation and operation of the line and culverts will be cleaned to allow access and kept clear during occupancy. Any base material the waterline company places in the ROW to help with the driveway crossings **MUST** be immediately removed from the County ROW when the line is picked up. If a driveway has seal coat surface treatment (rock aggregate with oil mixture placed on it) or hot mix asphalt, the same kind of material must be used on that driveway to help with the waterline crossing. If the driveways have had those kinds of improvements made to them, then caliche/flex base cannot be used. If any damage is done to the driveways because of the temp waterline crossings, the temporary waterline company is responsible for contacting the driveway owner and repairing it back to original condition." NOTE: In the interest of safety of the travelling public and your work crews, it is now mandatory that bright orange, free-standing, "Work Crew Ahead" signs be placed at each end of the active work site. Additional signs will be required at any roadways that intersect the County/State roadway in the active work site. These signs shall remain in place only while work crews are present and shall be picked up when the work crews leave.

Mandy Cooley
South Texas
STR Administrative Assistant
C: 817-964-5311
mcooley@selectwater.com
www.selectwater.com
1000 Central Parkway North
Suite #270
San Antonio, Tx. 78232



Envirohose

About

resistant to weather, abrasion and cracking. With operating pressures up to 200 psi, and manufactured with NSF Standard 61 approved materials, EnviroHose offers the surest, most efficient means for critical fluid delivery and transport.

Benefits

- No-leak product significantly reduces water loss
- High-pressure rating allows for faster fluid delivery
- Increase overall cost-efficiency
- Highly resistant to hydrolysis, ozone, hydrocarbons and other chemicals.

Specs

Inside Diameter	Weight (lbs/ft)	Overall Wall Thickness	Cover Thickness	Working Pressure	Burst Pressure	S.F.
8"	2.04	0.17"	0.5"	200 PSI	600 PSI	3
10"	2.55	0.17"	0.5"	200 PSI	450 PSI	2.25/1
12"	3.15	0.18"	0.5"	200 PSI	450 PSI	2.25/1



CERTIFICATE OF LIABILITY INSURANCE

6/30/2025

DATE (MM/DD/YYYY)

6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1507977 Select Water Solutions, LLC 1820 North I-35 Gainesville TX 76240	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Underwriters at Lloyds London		15642
	INSURER B : National Union Fire Ins Co Pitts. PA		19445
	INSURER C : --- SEE ATTACHMENT ---		
	INSURER D : AIU Insurance Company		19399
	INSURER E : Lloyds of London		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 19367027**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden/Acc Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	B0507EI2400305	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	8682603	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	016440116	6/30/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Motor Truck Cargo	N	N	ENUPS2400198.	6/30/2024	6/30/2025	Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19367027
Atascosa County
384 Shale Road
Pleasanton TX 78064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Named Insured List

SES Legacy Holdings, LLC
Select Energy Services, Inc.
Select Energy Services, LLC
SES Holdings, LLC
Select Water Solutions, Inc.
Select Water Solutions, LLC
Select Chemistry, LLC
Select Agua Libre Midstream, LLC
Select Water Reuse, LLC
Select Water Reuse
Crescent Services, LLC Rockwater Northeast
Complete Energy Services, LLC
Benchmark Distribution Services, LLC dba Rockwater Energy Solutions, Inc.
Peak Oilfield Services, LLC
Peak Rentals, LLC
Rockwater Mid-Con, LLC
Rockwater Energy Solutions North Dakota, Inc.
Rockwater West Texas, LLC
Rockwater Energy Solutions, LLC
Tidal Logistics, Inc.
Boothe SWD
Lone Star
dba International Western Company and Peak Oilfield Services, LLC
Reef Services Holdings, Inc.
Reef Services, LLC
Nuverra Ohio Disposal LLC
Clearwater Three LLC
Clearwater Five LLC
Clearwater Solutions LLC
Badlands Power Fuels, LLC
Badlands Power Fuels, LLC
Landtech Enterprises, L.L.C.
Badlands Leasing, LLC
Ideal Oilfield Disposal, LLC
Nuverra Total Solutions, LLC
Heckmann Woods Cross, LLC
Heckmann Water Resources, LLC
1960 Well Services, LLC
Nuverra Rocky Mountain Pipeline, LLC
China Water and Drinks, LLC
NES Water Solutions, LLC
HEK Water Solutions, LLC
Breakwater Energy Partners, LLC
Breakwater Energy Services, LLC
Breakwater Midstream, LLC
Big Spring Recycling System, LLC
Buckhorn Disposal ND, LLC

Dishon Disposal, LLC
Buckhorn Energy Oaks Disposal Services, LLC
Trinity Acquisition, LLC
Trinity Environmental Brokerage, LLC
Trinity Environmental Logistics, LLC
Trinity Environmental SWD I, LLC
Trinity Environmental Services I, LLC
Trinity Environmental Management, LLC
Oak's Disposal Services, LLC
Bobcat North Lima, LLC
Bobcat Hubbard, LLC
EWS #1 DJ Basin, LLC
EWS #8 DJ Basin, LLC

Umbrella/Excess Policies

Carrier: Trisura Specialty Ins Co/Sutton Specialty Ins Co
Policy#: AESIR-139-AEFF-SWS-01-2024
Limit: \$5,000,000

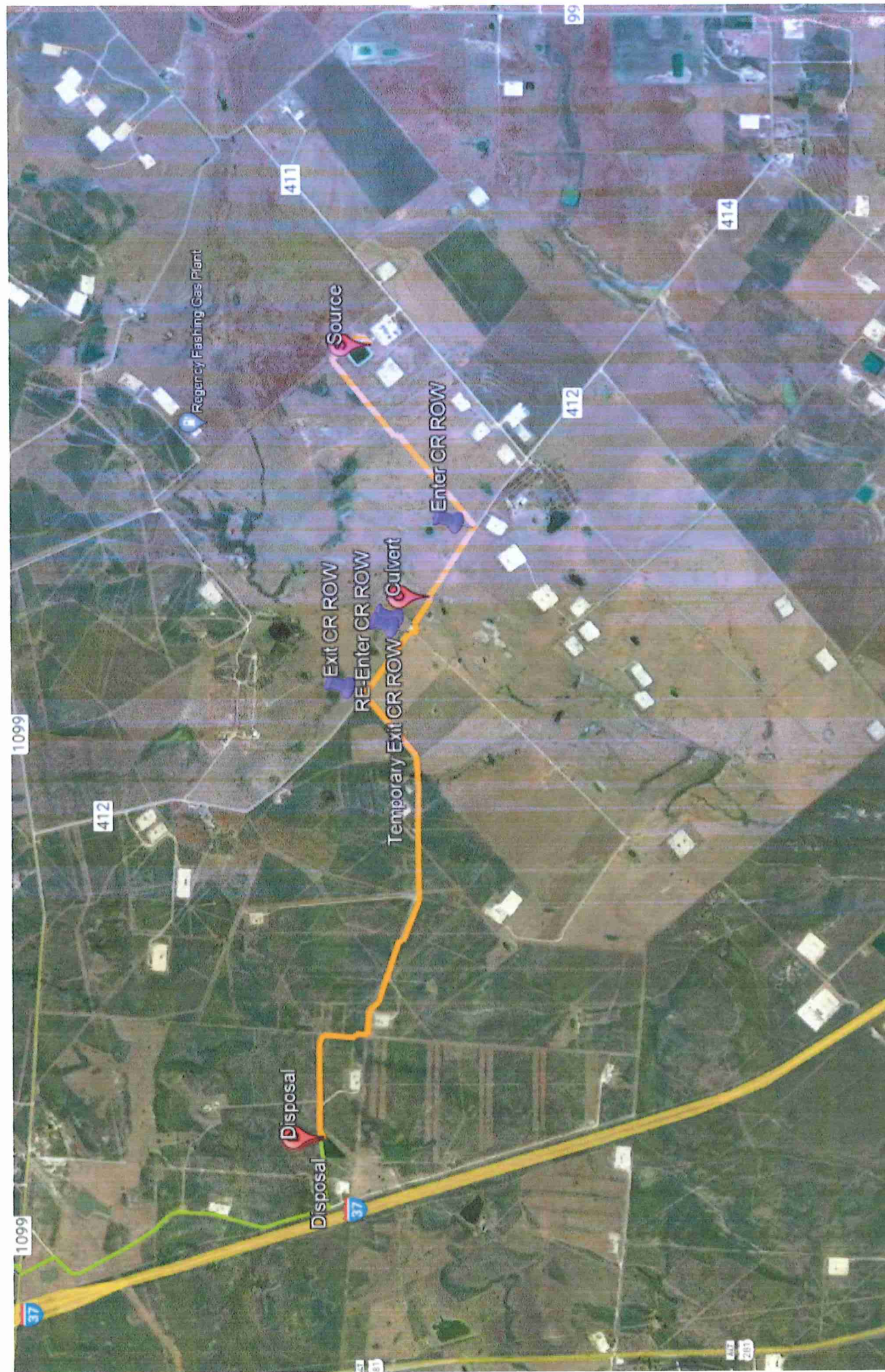
Carrier: Underwriters at Lloyd's of London
Policy#: B0507EI2400303
Limit: \$5,000,000

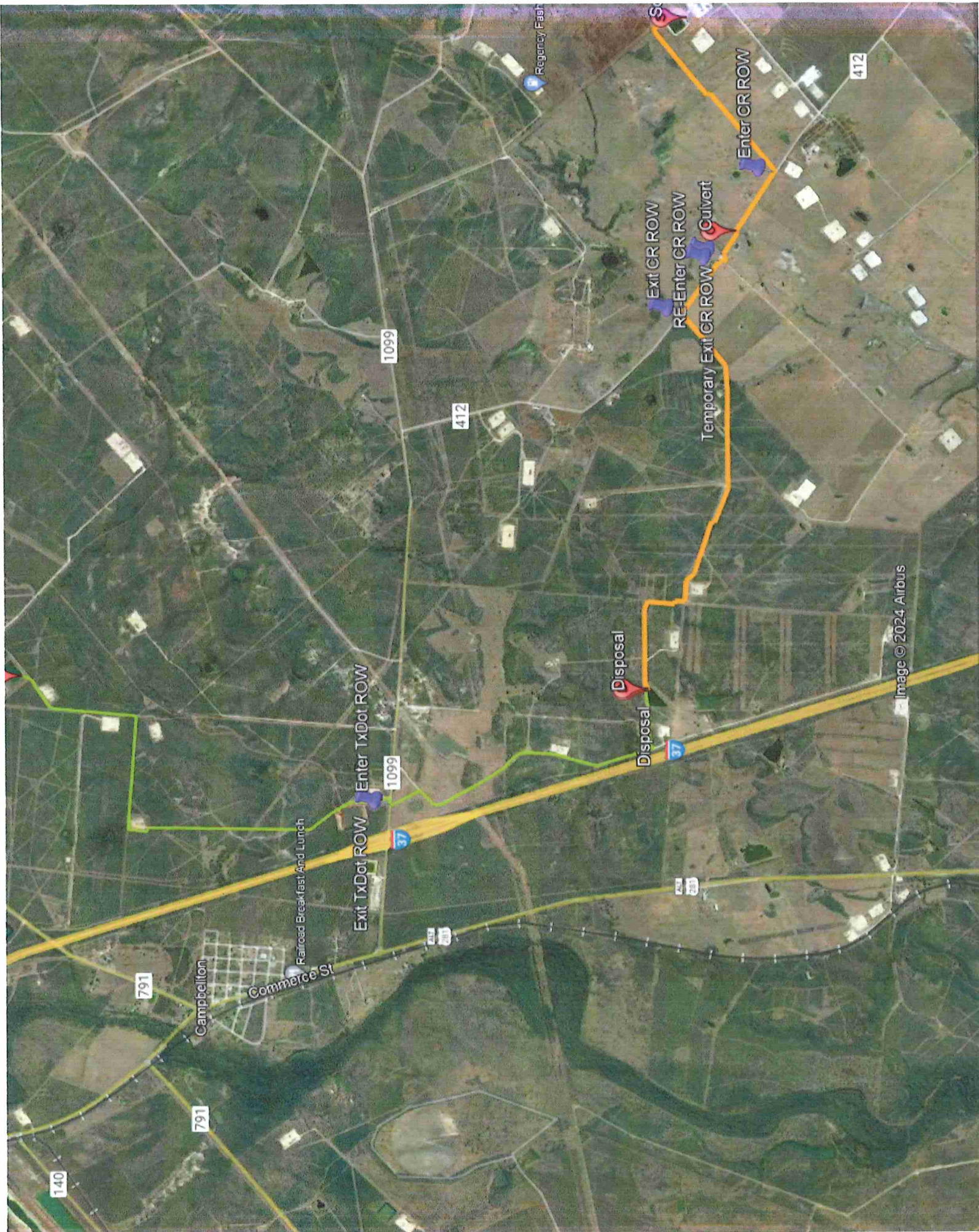
Carrier: Westchester Surplus Lines Ins Co
Policy# G48660873 001
Limit: \$5,000,000

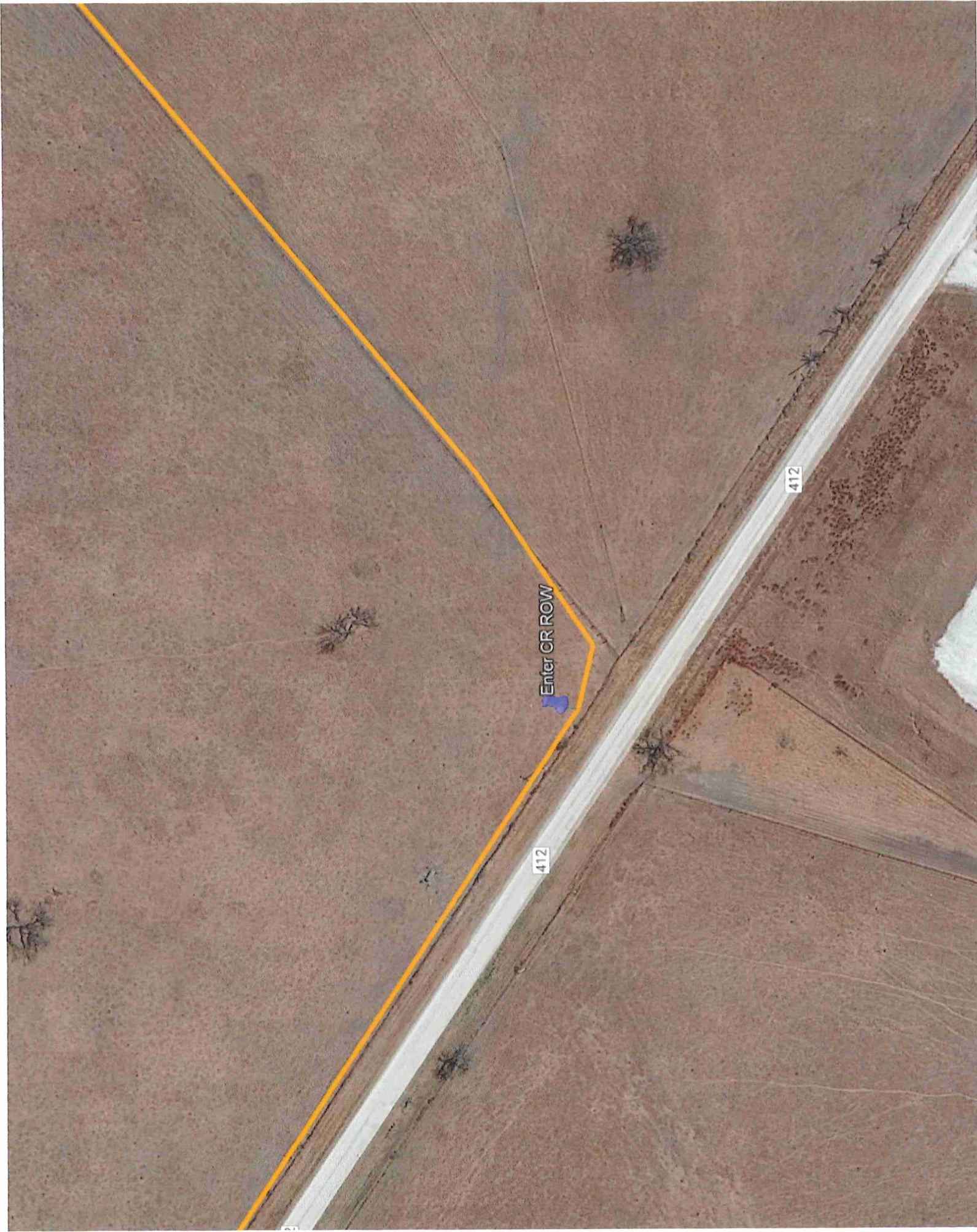
Carrier: Underwriters at Lloyd's of London
Policy#: B0507EI2400304
Limit: \$5,000,000
(Excess of Auto Only)

Carrier: Underwriters at Lloyd's of London
Policy#: B0507EI2400304
Limit: \$9,000,000
(Excess of General Liability/Employer Liability Only)

Carrier: Underwriters at Lloyd's of London
Policy#: B0507EI2400253/B0507EI2400300
Limit: \$1,000,000



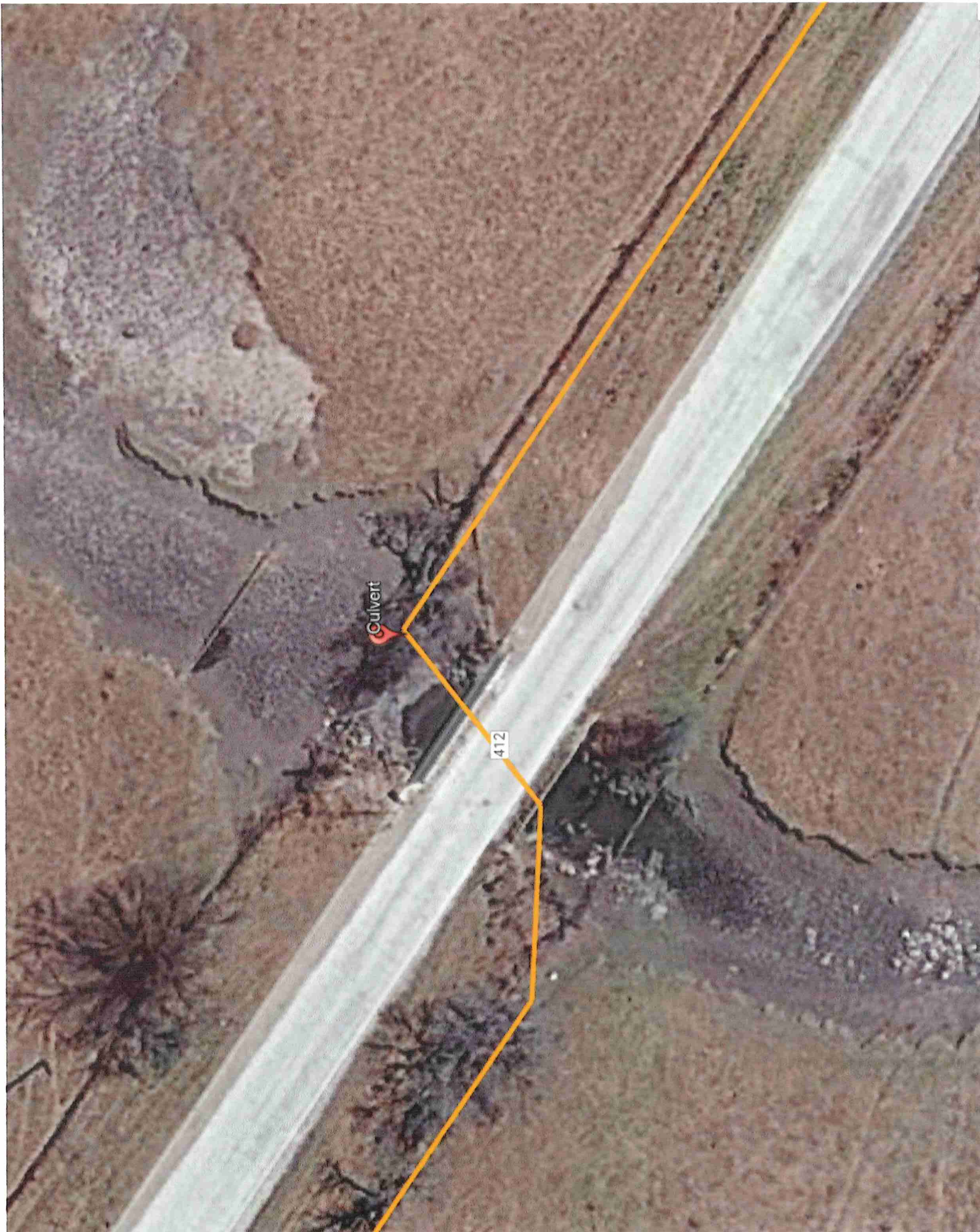




Enter CR ROW

412

412





AGENDA REQUEST (GENERAL)

Agenda Item 18.

Meeting Date: 07/22/2024
Item Title: Juvenile Detention Kitchen Item - ARPA Funds
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to consider the purchase of a Hot Food Serving Counter / Table, FWE / Food Warming Equipment Co. Inc., model no. HLC-4W6-1-DRN in the amount of \$6,354.37 for the Atascosa County Juvenile Detention Center and charge this purchase to ARPA funds, budget line 012-487-644.

ATTACHMENTS

Quote for Hot Food Serving Counter

**Project:**

Atascosa Co Juvenile - Steam table
Timothy Gutierrez
1511 Zanderson Avenue
Jourdanton, TX 78026

From:

Cook's Correctional
Rodrigo Alvear
27725 Diehl Rd.
Warrenville, IL 60555
630-821-0234

Project Code: 28952

Job Reference Number: 78026-2

Item	Qty	Description	Sell	Sell Total
1	1 ea	HOT FOOD SERVING COUNTER / TABLE Randell Model No. 3614-240 Hot Food Table, electric, 208/240V, 63" L, 30" D, 36" H, individual die-stamped (4) 12" x 20" top openings, sealed well with bottom element (used for wet operation), individual thermostatically controlled, stationary modular, open shelf base, stainless steel top & ends, full length 8" D NSF workboard & stainless steel 7" D plate shelf Dimensions 36(h) x 63(w) x 30(d) 1 ea (1) year parts and labor warranty, standard 1 ea 208v/60/1-ph, 3.46 kw, 16.63 amps, NEMA 6-30P, standard (4 x 865 watt elements) 1 ea HFBCSS63 Back, 63", stainless steel 1 ea 1/2" Poly Cutting Board, standard 1 ea 6" Legs, standard 1 ea LIFTGATE If liftgate needed, additional fee required Free freight Lead Time: 2-3 weeks Weight: 232 lbs total	\$5,575.64	\$5,575.64
			ITEM TOTAL:	\$7,135.99
2	1 ea	HOT FOOD SERVING COUNTER / TABLE FWE / Food Warming Equipment Co., Inc. Model No. HLC-4W6-1-DRN Handy Line Serving Cabinet, mobile, 68-3/4", (4) 12" x 20" x 6-1/2" deep wells, adjustable thermostats, individual controls, open cabinet base, well drain with shut-off valve, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, cULus, NSF Dimensions 35(h) x 68.75(w) x 27.5(d) 1 ea Two year limited parts & one year labor warranty, standard	\$5,874.37	\$5,874.37

Item	Qty	Description	Sell	Sell Total
	1 ea	120v/50/60/1-ph, 16.7 amps, 2000 watts, cord with NEMA 5-20P, standard (US)		
	1 ea	TAMPER PROOF SCREWS	\$242.65	<Optional>
	1 ea	THERMOSTAT RETENTION STRAP	\$138.00	<Optional>
	1 ea	FREIGHT Standard LTL delivery including NO special services and an approximate 2-business day transit time. Please note these rates are only valid for 10 business days from today and are always subject to change depending on the exact address delivered to or any other special services that may be added at time of shipping. These rates are likely to change by actual ship date.	\$480.00	\$480.00
Lead Time: 8 weeks				
Weight: 460 lbs total				
			ITEM TOTAL:	\$6,354.37
Total				\$13,490.36

Quote Approval

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:

Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:

To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address**Contact Name:****Phone Number:****Receiving Hours:****Receiving Dock Onsite (Y/N):**

(If there is no dock onsite, additional fees for lift gate service may apply)

Forklift Onsite (Y/N):

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$13,490.36



HOT FOOD TABLES

ELECTRIC INDIVIDUAL SEALED WELL MODEL 3600

Electric operated, stainless steel open shelving base hot food table with 20 gauge stainless steel top, and individual die-stamped 12" x 20" top openings. Individual thermostatically controlled, electrically heated, sealed food wells designed for wet operation with wells provided with drains and manifold to a common gate valve. Unit prewired to junction box, power cord is supplied. 7" wide plate shelf and full length 8" deep cutting board. Unit on 6" high adjustable legs.

SHORT FORM SPEC: Randell 3600 series hot food tables. Individually controlled, sealed element design includes thermostatically controlled food wells with on/off indicator light, mounted on front of 7" deep stainless steel plate shelf-removable for access to controls and heating elements. Top is one-piece stainless steel with 12"x20" raised perimeter die-formed food wells with sealed elements, standard with drains manifolded to common gate valve. Supplied with 8" wide, 1/2" thick full length cutting board and pre-wired 8' power cord with plug.

MODELS:

3612
3613
3614
3615

STANDARD FEATURES:

- Designed for wet operation
- Die stamped, raised sanitary rim pan openings in stainless steel top
- Stainless steel body construction - no assembly required.
- Thermostatic controls for precise food temperatures - one per well
- Drains manifolded to a common gate valve
- Stainless steel, full length plate shelf - 7" deep
- Stainless steel ends
- Full length, 8" deep cutting board
- Units take food pans directly, wet/dry operation
- Power cord
- 6" high adjustable legs
- Available for 120V, 208V, or 240 volt operation

UNIT TOP: Top to be one piece of die formed 20 gauge stainless steel with 1 5/8" square nosing. Top stamped with individual 12"x 20" die formed raised perimeter openings. Unit top fitted with compliment of 12"x 20"x 6 1/2" deep, electrically heated, sealed food wells, individual thermostatically controlled. Provided with 7" deep, removable 20 gauge stainless steel plate shelf, and 8" wide x 1/2" thick, full length NSF composition cutting board.

FOOD WELLS: 12"x 20" x 6 1/2" deep electrically heated, sealed food wells, individually and thermostatically controlled. Wells are designed for wet operation, provided with drains, and manifolded to a gate valve located on the left side of the unit.

CONTROLS: Unit comes standard with thermostatic controls and on/off indicator light. Controls mounted on front of 7" deep removable stainless steel plate shelf. Connections to heating elements are located outside of heated zone to avoid wiring deterioration. Individual food wells wired to common junction box. 8' power cord is supplied.

UNIT BASE: Bottom shelf to be stainless steel with channel bracing. Body ends to be stainless steel. Legs to be 6" high with adjustable bullet foot. Legs mounted to full length channel frame beneath body assembly.

ORIGIN OF MANUFACTURE: Designed and manufactured in the United States.



Certifications:

PROJECT NAME:	
LOCATION:	
ITEM NO:	
QTY:	
MODEL NO:	
AIA NO:	
SIS NO:	
CSI SECTION:	11400



3613 shown with optional casters

OPTIONS/ACCESSORIES:

Counter Protectors
Serving Shelves/Plexi Shields
Overshelves
Casters
Roll Covers
Adaptor Plates
Manual Fill Faucet
Stainless Steel Back
Voltage Other than Standard On 3-5 Well Only

ADDITIONAL RESOURCES:

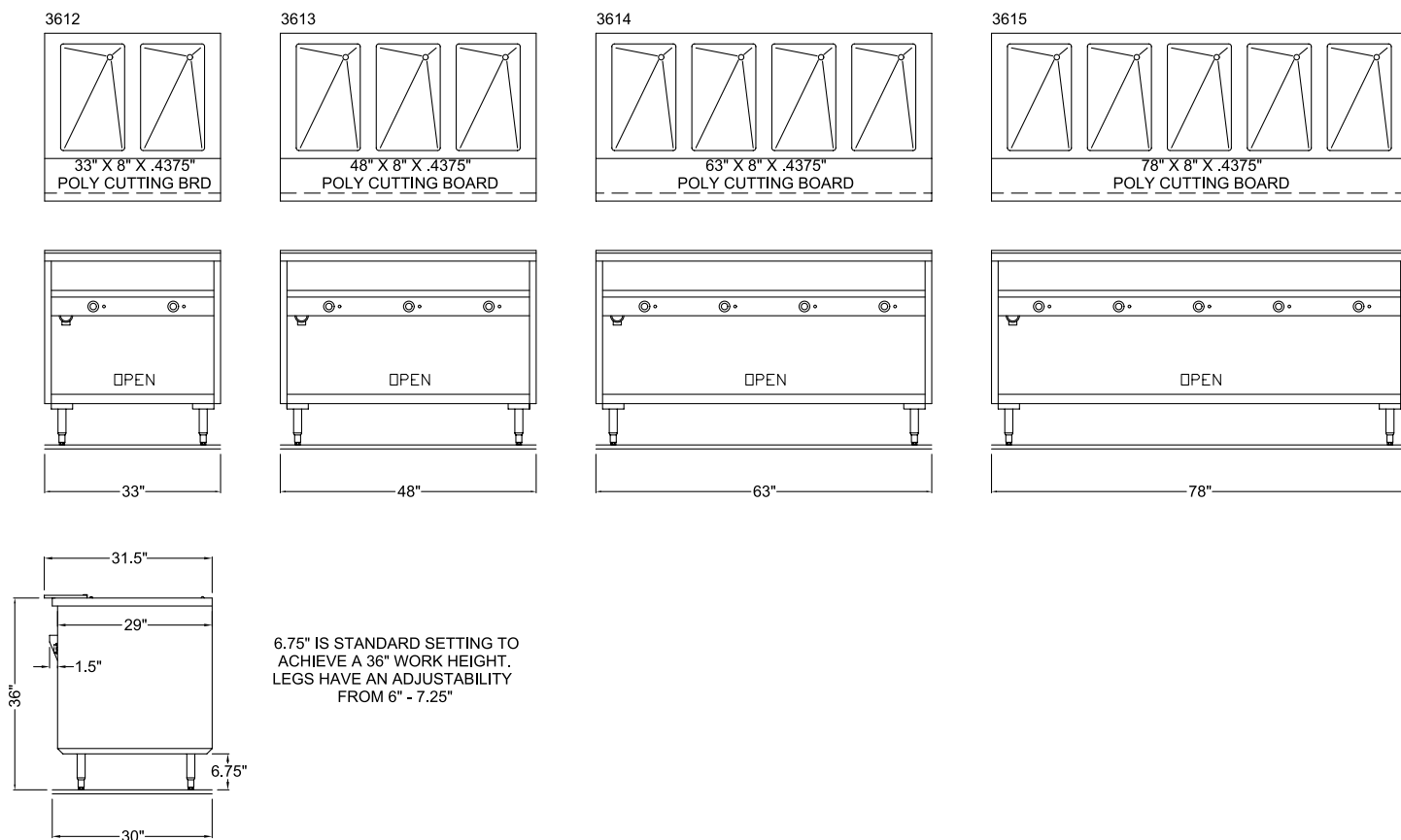
[Request A Quote](#)

[Sales Tools](#)

[Find A Rep](#)

Serving Stations
PPSPEC0018 RevJ

08/21



Model	L	D	H	No. of wells	No. of elements	Bottom Shelf Material	Sq. Ft.	120V-750Watt			208V-865Watt			240V-1150Watt			Ship Wt.
								KW	Amps	NEMA	KW	Amps	NEMA	KW	Amps	NEMA	
3612	33"	30"	36"	2	2	S.S.	5.5	1.50	12.50	5-20P	1.73	8.32	6-15P	2.30	9.58	6-15P	116
3613	48"	30"	36"	3	3	S.S.	8.1	2.25	18.75	5-30P	2.60	12.48	6-20P	3.45	14.38	6-20P	174
3614	63"	30"	36"	4	4	S.S.	10.7	3.00	25.00	5-50P	3.46	16.63	6-30P	4.60	19.17	6-30P	232
3615	78"	30"	36"	5	5	S.S.	13.3	3.75	31.25	5-50P	4.33	20.79	6-30P	5.75	23.96	6-30P	290

TRAY LINE SERVING WELLS

Wet Serving Wells with Open Base for 12"x 20" Pans, 18"x 13" Trays, & GN 1/1 Containers

TEMP SET RANGE: LOW TO HIGH 

RADIANT "HLC-W-DRN" SERIES

Heavy-duty, mobile servers with wet wells open storage base take food whenever and wherever you need it to go

- 1** Wet wells hold your food with the most uniform, gentle heat possible. Water creates steam to evenly heat pans, maximizing product quality
- 2** These open base units offer maximum flexibility for serving applications, allowing ample room for storage and transport to make your food service complete
- 3** Each heated well connects to built-in common manifold drain system with easy access external shut-off valve
- 4** Individual well controls are up-front, easy to read and set, and are recess protected
- 5** Made for mobile applications - FWE cabinets are fully constructed of stainless steel, with a tubular welded base frame, and designed to absorb vibration and shock during transport
- 6** Available from double well unit up to a service line of six (6) wells
- 7** Customize with versatile service line optional accessories, such as a sneeze guard and tray slide shelf

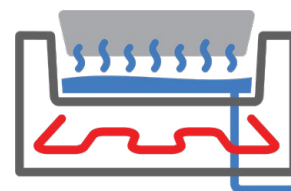
****Two year limited warranty***



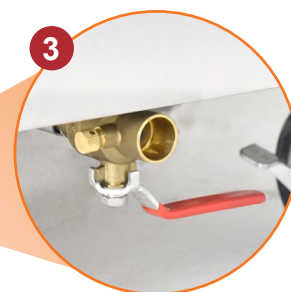
(Shown With Optional Accessory Stainless Steel Cutting Board)

WET WELLS

Water acts as a heat buffer to prevent overheating.



Open valve to empty water into floor drain.



Drain Valve



Open Base for Storage



Independently Controlled Wells



Built for Transport

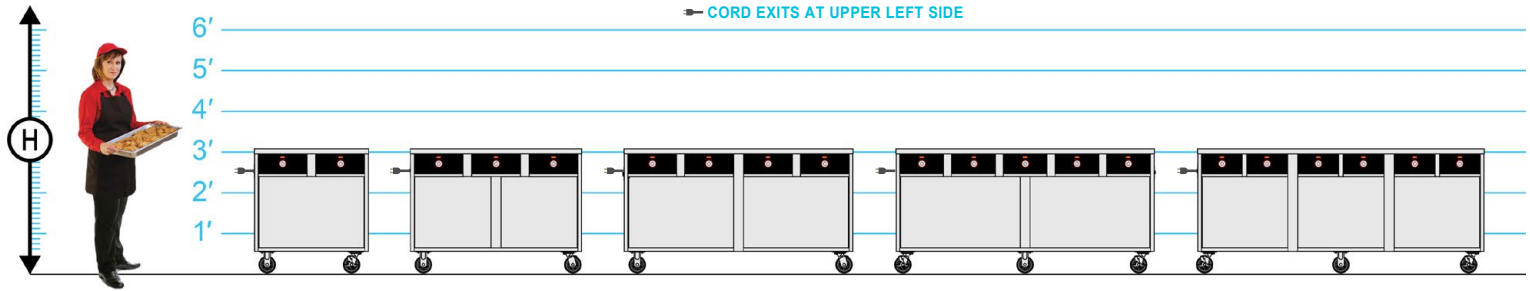


Optional Sneeze Guard & Tray Shelf

















(((RADIANT HEAT)))

SPECIFICATIONS

HANDY LINE SERVING WELLS



MODEL NUMBER	DEPTH OF WELL (MM)	NUMBER OF WELLS	STORAGE CAPACITY Height x Depth x Width	OVERALL EXTERIOR DIMENSIONS IN. (mm) (Includes Casters)			CASTER SIZE	SHIP WT. LBS. (KG)
				HIGH "H"	DEEP "D"	WIDTH "W"		
	6.5" (165)	2	21.25" x 27.25" x 32" (8.35 CU.FT.)	37.25" (946)	27.5" (698)	34.5" (877)	5"	205 (93)
	6.5" (165)	3	21.25" x 27.25" x 49" (12.85 CU.FT.)	37.25" (946)	27.5" (698)	51.5" (1308)	5"	300 (136)
	6.5" (165)	4	21.25" x 27.25" x 66.5" (17.56 CU.FT.)	37.25" (946)	27.5" (698)	68.75" (1746)	5"	460 (209)
	6.5" (165)	5	21.25" x 27.25" x 75" (20.12 CU.FT.)	37.25" (946)	27.5" (698)	77.5" (1969)	5"	560 (254)
	6.5" (165)	6	21.25" x 27.25" x 83.5" (22.37 CU.FT.)	37.25" (946)	27.5" (698)	86" (2184)	5"	650 (295)

ELECTRICAL DATA												
HLC-2W6-1-DRN			HLC-3W6-1-DRN			HLC-4W6-1-DRN			HLC-5W6-1-DRN		HLC-6W6-1-DRN	
▼STANDARD			▼STANDARD			▼STANDARD						
VOLTS	120	220-240	VOLTS	120	220-240	VOLTS	120	220-240	VOLTS	220-240	VOLTS	220-240
WATTS	1000	1190	WATTS	1500	1785	WATTS	2000	2380	WATTS	2975	WATTS	3570
AMPS	8.3	5	AMPS	12.5	7.4	AMPS	16.7	9.9	AMPS	12.4	AMPS	14.9
HERTZ	60	60	HERTZ	60	60	HERTZ	60	60	HERTZ	60	HERTZ	60
PHASE	Single	Single	PHASE	Single	Single	PHASE	Single	Single	PHASE	Single	PHASE	Single
PLUG USA			PLUG USA			PLUG USA			PLUG USA		PLUG USA	
	5-15P	6-15P		5-20P*	6-15P		5-20P*	6-15P		6-15P*		6-15P*
PLUG CANADA			PLUG CANADA			PLUG CANADA			PLUG CANADA		PLUG CANADA	
	5-15P	6-15P		5-20P	6-15P		5-30P	6-15P		6-20P		6-20P

*Dedicated Circuit. ▼ Lowest voltage shown is standard.

CONSTRUCTION. Heliarc welded, single unit construction of stainless steel; 18 gauge polished exterior, 22 gauge stainless steel interior. Welded tubular base frame shall be 1" square, heavy gauge stainless steel tubing, with 10 gauge stainless steel reinforcing stress plates at corners.

CASTERS. Maintenance free polyurethane tire casters in a configuration of two (2) rigid and two (2) swivel with brake. HLC-5W6-1-DRN and HLC-6W6-1-DRN shall have a six caster configuration with two (2) rigid and four (4) swivel with brake. Casters shall have a reinforced yoke mounted to 10 gauge caster plate. The caster mounting plate shall be secured to a 10 gauge stainless steel reinforcing stress plate via welded in place stainless steel studs. The reinforcing stress plates shall be welded to the heavy gauge tubular frame of the unit.

TOP MOUNT SERVING WELLS. Each well shall be one piece stainless steel, deep drawn with coved corners. Each well shall have ridge around top perimeter. Each insulated, individually thermo wrapped well shall have a separate adjustable thermostat and indicating light. Top well depth of 6.5" (165mm) is designed to be used wet. Accommodates up to a 12" x 20" x 6" or a GN 1/1.

DRAIN. Each heated well connects to built-in drain system with easy access external 3/4" solder joint shut-off valve.

ELECTRICAL CHARACTERISTICS. 3 wire grounded power cord and plug. See electrical data chart above for amperage and receptacle configuration. See electrical chart for models that require a dedicated circuit.

INSTALLATION. Unit should not be installed in an area where adverse environmental conditions are present.

ELECTRICAL
208 volt, 60 Hz single phase
220 volt, 60 Hz single phase

CASTERS

Larger casters
All swivel (4 caster base only)

EXTRAS

Security packages
Full extension bumper
Tubular handles
Drop down side shelf
12" drop down tray slide shelf (customer side)
8" drop down stainless steel cutting board (operator side)
8" drop down maple cutting board (operator side)
Poly mounted to stainless steel cutting board
Sneeze guard
Cord winder bracket
Custom cord location

FOOD WARMING EQUIPMENT COMPANY, INC.

5599 HWY. 31 W. Portland, TN 37148

800.222.4393 | WWW.FWE.COM | SALES@FWE.COM

COOK | HOLD | TRANSPORT | SERVE | REFRIGERATION | BARS



FWE products may be covered under one or more of the following U.S. patents: 288,299; 238,300; 3,952,609; 4,192,991. All rights reserved. All specifications subject to change without notice. Errors subject to correction.

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AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 07/22/2024
Item Title: Juvenile Detention Center - Software
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to consider the approval of the agreement between Atascosa County and Guard1 for new software at the Juvenile Detention Center. This software will facilitate digital logging of room checks through barcode scanning. The initial cost is \$24,426.93 and will be charged to the ARPA fund budget line 012-487-644. An annual maintenance fee of \$6,155.00 is to be allocated to the IT budget for annual maintenance agreements under budget line 012-476-683. The agreement awaits approval from the County Attorney's office. Upon approval, County Judge Weldon P. Cude will be authorized to sign.

ATTACHMENTS

Juvenile Detention Software
Juvenile Detention Software Agreement
Juvenile Detention Software TD



Protecting lives
and reputations

TimeKeeping Systems, Inc.
30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991
Federal Tax ID #34-1530120

April 5, 2024

Timothy Gutierrez
Atascosa County Juvenile Detention
1511 Zanderson Ave
Jourdanton, TX 78026

Dear Superintendent Gutierrez:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

Quote Number: 05-240405-103305

First-Year Initial Investment

Qty.	Part Number	Description	Disc.	Price	Total
1	G1RT-CLOUD-KIT	GUARD1 Real Time Cloud, Small System special offer includes the following:		4995.00	4995.00
1	G1RT-CLOUD-S	Annual Support & Hosting, Small System	100%	4995.00	0.00
1	G1RT-CLOUD-INT	Integration to External System for Cloud, Small System	100%	2995.00	0.00
2	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	100%	395.00	0.00
2	G1-SUPERMAX-KIT	GUARD1 SuperMAX, Holster, Network Dock and Spare Battery	100%	1795.00	0.00
20	NFC-MOUNT	ScanPoint RFID wall-mount Tag, Blue	100%	9.95	0.00
1	PROF-SVCS	Professional Services, per day. *Must be used within one year of project start	100%	1500.00	0.00
		Below are additional items not provided in the package special above:			
8	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)		395.00	3160.00
8	G1-SUPERMAX-KIT	GUARD1 SuperMAX, Holster, Network Dock and Spare Battery		1795.00	14360.00
30	NFC-MOUNT	ScanPoint RFID wall-mount Tag, Blue		9.95	298.50
1	PROF-SVCS	Professional Services, per day. *Must be used within one year of project start		1500.00	1500.00
1	SHIPPING	Estimated Shipping Charge (actual charges will be invoiced at cost)		113.43	<u>113.43</u>
				Total	\$24426.93

Additional Year Support & Hosting

Qty.	Part Number	Description	Price	Total
1	G1RT-CLOUD-S	Annual Support & Hosting, Small System. (Includes Android Licenses for 2 mobile devices each year)	2995.00	2995.00
8	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	395.00	<u>3160.00</u>
			Total	\$6155.00

Terms are Net 30 Days after credit approval. FOB Solon, Ohio.

Sales tax* may apply. Shipping charges will be invoiced at cost. This quote is valid for seven days from the date above. All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at <https://www.guard1.com/about/privacy-policy/#terms-and-conditions-of-sale>.

* TimeKeeping Systems collects sales tax when shipping to CA, FL, IL, KY, MN, OH, PA, TX, and WI.

New customers: If your organization is tax exempt (and we are shipping to one of the states listed above) please provide a tax exemption certificate with your first order.

If you have any questions, or if there is anything else I can do to help you make your decision, please let me know.

Sincerely,

Lisa

Lisa Hazel
Regional Sales Manager
440-771-7242



Protecting lives
and reputations

TimeKeeping Systems, Inc.
30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991
Federal Tax ID #34-1530120

How to Place Your Order

For GUARD1 Plus, EasyTour and most hardware items:

- We can accept orders at our online store or by email, fax, or mail.
 - You can order online at <https://www.guard1.com/online-store/>.
 - You can order using the attached quote. Just write "Accepted" on the quote, sign it, note any changes to the shipping address, then send it to us:
 - By email: sales@guard1.com
 - By fax: 216-595-0991
 - By mail: 30700 Bainbridge Rd Ste H, Solon, OH 44139
- A company purchase order is not required unless that is your company policy.

For GUARD1 Real Time systems and Tracking & Duress hardware items:

- Please contact your Account Manager and provide them with the quote number.

We require orders to be in writing and cannot accept telephone orders.

Lead times:

- **GUARD1 Plus** and **EasyTour** items typically ship within two business days ARO.
- **GUARD1 Real Time PIPE** components typically ship within two business days ARO. We strive to ship orders complete, so if your system includes SuperMAX or Tracking & Duress items the lead times below apply.
- **GUARD1 Real Time SuperMAX** components typically ship within seven business days ARO provided we have your WiFi information at time of order. SuperMAX can only be shipped once the required network information is provided to us.
- **GUARD1 Real Time Tracking & Duress** components typically begin shipping within sixty business days ARO. Project complexity and scheduling may impact the shipping schedule.

W-9 Form

For a copy of our W-9 form, go to

<https://www.guard1.com/Downloads/W-9 - TimeKeeping Systems, Inc.pdf>

How to Contact Us

If you have questions, please contact our Client Services Team at 216-595-0890.



Protecting lives
and reputations

TimeKeeping Systems, Inc.
30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991
Federal Tax ID #34-1530120

GUARD1 Software System Requirements

GUARD1 has the following **minimum** system requirements (all requirements must be met or exceeded):

Product		CPU	RAM	Free Drive Space	Minimum Operating System	Other Minimum Requirements
GUARD1 Real Time Version 8	Server for systems with no Receivers	2.80 GHz 4-thread	16 GB	50 GB	Windows Server 2016	SQL Server 2019 Standard Edition or Higher SQL Server Reporting Services Active Directory Domain .NET Framework 4.8
	Server for Tracking / Duress	2.80 GHz 10-thread	32 GB	100 GB Primary 500 GB Backup	Windows Server 2016	SQL Server 2019 Standard Edition or Higher SQL Server Reporting Services Active Directory Domain .NET Framework 4.8
	Client Workstation	2.80 GHz 2-thread	8 GB	10 GB	Windows 10 (64-bit) Windows Server 2012 R2	1024x768 monitor .NET Framework 4.8

TimeKeeping Systems, Inc.
Master Sales Agreement

This Master Sales Agreement ("Agreement") is entered into by and between TimeKeeping Systems, Inc., an Ohio Corporation, with an address of 30700 Bainbridge Road, Solon, Ohio 44139 ("TKS") and _____, with an address of _____ ("Customer"). This Agreement shall become effective when signed by both parties (the "Effective Date").

WHEREAS, TKS manufactures the Guard1 Real Time system of proprietary software, equipment and related items for providing documentation, efficiency and safety to Customer, Customer's employees and individuals in Customer's custody and care; and

WHEREAS, Customer desires to purchase, and TKS desires to provide, the selected equipment, software, services, and related items set forth herein subject to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Attachments

This Agreement includes the following attachments incorporated herein by reference:

- Exhibit A: Minimum System Requirements
- Exhibit B: Statement of Work
- Exhibit C: Equipment, Software and Services

2. Definitions.

- a. "Hardware" means data processing devices, including without limitation, computer systems, networking equipment, mobile or portable electronic devices, and devices for communicating between and among other hardware devices.
- b. "Equipment" means the hardware, and other tangible equipment set forth on Exhibit C sold and/or installed by TKS to Customer hereunder.
- c. "Tracking Components" means Duress Devices and Active Beacon Tracking Devices.
- d. "Software" means software or firmware, including Guard1 Real Time software, other software required for its operation, and firmware resident in hardware devices, developed, provided and/or installed by TKS and licensed by TKS to Customer hereunder.
- e. "Service" or "Services" means the professional services provided by TKS, including, but not limited to, installation and implementation services, custom programming, technical support and any additional training or support beyond the scope of standard technical support.
- f. "Hosting" or "Cloud Hosting" means the provision and management of computing resources by TKS on behalf of Customer.
- g. "Guard1 System" means the totality of the equipment, software and services sold and/or licensed and/or installed by TKS to Customer hereunder.

3. Purchase and Sale.

- a. Customer hereby purchases, and TKS hereby sells the Equipment and Services and licenses the Software set forth on Exhibit C pursuant to the terms and conditions of this Agreement.
- b. All changes affecting delivery date or otherwise affecting the scope of the order are subject to prior written approval by TKS and may result in price, delivery, specification, and/or other changes.
- c. Equipment shall be invoiced at the time of shipment. Software shall be invoiced at the time it is made available to Customer via physical media or download. Services shall be invoiced at the beginning of the project. Support fees and license fees shall be invoiced annually in advance. Renewal of lapsed support or licenses (including any mobile device license) for the Guard1 System shall require a reinstatement fee invoiced to cover the lapsed period of time.
- d. Terms of Sale are net thirty (30) days from date of invoice, subject to credit approval. Customer agrees to pay interest on all past due amounts at a rate of ten percent (10%) per annum. Customer to pay all costs of collection, including attorneys' fees. No offset of payment by Customer is permitted. TKS reserves the right to withhold technical support and repair services if Customer fails to pay the full balance within thirty (30) days from the date of invoice. If any part of this paragraph shall conflict with any public law or government regulation, the public law or government regulation shall apply.
- e. No order placed under this Agreement may be cancelled without TKS's prior written approval. No equipment shipped to customer may be returned without a Return Merchandise Authorization (RMA) issued by TKS. TKS may, at its option, impose a cancellation or restocking charge for any such cancellation or return.

4. Purchase Orders

- a. *Purchase Orders.* Purchase orders are not required by TKS. Customer may issue a purchase order to TKS if required by Customer or any legal statute or regulation. Any terms and conditions in Customer's purchase order(s) will not apply unless accepted in writing by TKS.
- b. *Orders.* Timely written acceptance, by a representative of Customer, of a TKS quotation or other offer, shall be considered a valid order, regardless of whether Customer's procedures may require a formal purchase order.

5. Shipment; Title

Unless otherwise agreed between the parties, shipment will be F.O.B. TKS's factory, warehouse or other point of shipment by TKS, and TKS will invoice the Customer for shipping charges. Risk of loss or damage shall pass to Customer at the F.O.B. point. Customer to pay all shipping, insurance, C.O.D. and related charges. Title to hardware shall remain with TKS as security only and until paid in full. Title for software or firmware remains with TKS and is licensed for use by Customer pursuant to the License terms and conditions of this agreement and any other applicable TKS's license agreement.

6. TKS Additional Offerings

TKS offers the following as additional options for Customer which, if selected by Customer, shall be set forth on Exhibit C:

- a. Mobile devices used in conjunction with the Guard1 System shall be TKS approved devices only, purchased from TKS subject to the terms of this agreement, and managed by TKS under its mobile device management (“MDM”) plan. Customer shall provide access to devices as required by TKS for updates and other MDM functions. Customer agrees to pay an annual mobile license fee during the Term of this Agreement.
- b. A Cloud-based Guard1 System, if selected, shall be subject to the provisions of the *Cloud System Service Level Agreement* Section 10 below. The Cloud option allows Customer to run the Guard1 System from Microsoft Azure cloud servers. Customer agrees to pay hosting and support fees during the Term of this Agreement.

7. Technical Support

- a. *Technical Support Services.* Technical Support Services include the following:

- An annual training class.
- Assistance with resolution of technical problems.
- Basic assistance with usage of the Guard1 System.
- Technical assistance for upgrades.

TKS shall use its best efforts to resolve any technical problems. However, TKS does not guarantee a resolution.

- b. *Professional Services.* Professional Services (including installation, start-up, application engineering assistance and technical training) are provided subject to a mutually agreed upon Statement of Work, in the form attached hereto as Exhibit B and made a part hereof, (each a “Statement of Work”) or, if no Statement of Work is made a part of this Agreement, upon request by Customer. Assistance outside the scope of Technical Support is available via a request for additional Professional Services, for a quoted amount, and to be set forth in a Statement of Work. Statements of Work which are executed by the parties shall reference this Agreement and shall become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work shall prevail.
- c. *Available Hours.* Technical Support is available Monday-Friday, 8:00 am-6:00 pm EST, with the exclusion of national holidays.
- d. *Extended Hours Support.* Extended Hours Technical Support is available to customers using the Guard1 Tracking Components, for an additional fee. Extended Hours Technical Support is available to all other customers, for an additional fee, at TKS's sole option. Extended Hours Technical Support covers issues that significantly impact or may potentially impact Customer's operations. Extended Hours Technical Support is available 24 hours per day, 365 days per year. TKS will respond to Extended Hours support requests within two hours, via

phone or e-mail, on a priority, best effort basis.

- e. *Technical Support Fees.* Customer agrees to maintain current Technical Support billed annually, in advance.

8. Customer Obligations

During the Term of this Agreement, Customer shall comply with the following duties and obligations:

- a. *Customer Environment.* Customer's existing hardware, equipment and technology environment shall meet the minimum standards as set forth in Exhibit A. In the event of an upgrade, Customer's hardware, equipment and technology environment will meet the then-current standards as set forth in Exhibit A.
- b. *Remote Access.* Unless otherwise agreed to by the parties in writing, all Services will be provided remotely by TKS. As such, Customer's environment must have remote access capabilities and Customer must allow access by TKS when deemed necessary to provide Services.
- c. *Cooperation.* Customer shall make available such personnel, resources, and information as may be reasonably required for the successful implementation of the Guard1 System, including those specified in a Statement of Work. Customer's designated employees must reasonably participate in any scheduled Guard1 System training.
- d. *Security Protection.* Customer shall be responsible for developing and maintaining physical and electronic security measures for access to its designated locations, its network, and any Customer data.
- e. *Costs.* Customer will be responsible for and agrees that TKS may invoice for additional costs due to Customer's failure to comply with its obligations set forth in this *Customer Obligations* Section 8.

9. License

Subject to terms of this Agreement, TKS grants Customer a non-exclusive, non-transferable license to use the Software for Customer's internal business or operational purposes.

TKS is the owner of all right, title and interest in and to the Software, including all patent, copyright, trademark and trade secret rights in and to the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold, and no ownership rights in the Software are transferred to Customer.

Customer acknowledges and agrees that its right to use Licensed Software is contingent upon maintenance of current Technical Support and payment in full of any and all fees and charges, whether one-time or periodic, whether for hardware, software, services or support.

10. Cloud System Service Level Agreement

The following Cloud System Service Level Agreement terms and conditions apply to

systems hosted by TKS on the Customer's behalf. They do not apply to on-premises systems which reside on customer servers.

- a. *Uptime Guarantee.* TKS's "Uptime Guarantee" is 99% which equates to a maximum of 7.12 hours of downtime during any consecutive 30-day period.
- b. *Service Not Available/Significant Degradation.* TKS's outage reporting is to notify Customer within 15 minutes after TKS's determination that the Guard1 System and/or Services are unavailable or significantly degraded. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 1 hour for complete loss of service and 4 hours for a significant degradation.
- c. *Limited Degradation.* TKS's outage reporting is to notify Customer within 1 hour after TKS's determination that the Guard1 System and/or Services have a limited degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 24 hours.
- d. *Small Degradation.* TKS's outage reporting is to notify Customer within 24 hours after TKS's determination that the Guard1 System and/or Services have a small degradation. Resolution of outage will be conducted ASAP using reasonable best efforts of TKS. Escalation threshold will be 48 hours.
- e. *Process.* TKS's obligations herein are applicable only if Customer provides TKS with designated representatives and supplies TKS with applicable updates as contact information changes. TKS will be relieved of its obligations if TKS's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if TKS's failure is due to reasons of Force Majeure as defined in this Agreement.
- f. *Remedy.* If TKS fails to meet the above obligations, at Customer's request Customer's account shall be credited the pro-rated charges for any hours beyond 7.12 hours over any consecutive 30-day period under the Uptime Guarantee. Such credit shall not exceed the amount paid or payable by Customer to TKS during the period or periods in which the SLA was not met. Customer agrees that such SLA credits shall constitute the sole, exclusive and complete remedy for Customer with respect to the corresponding failures by TKS to perform in accordance with the SLA.
- g. *Upgrades.* TKS may schedule downtime for routine maintenance and upgrades to its Cloud-based system during off-peak hours (6:00 p.m. through 6:00 a.m. prevailing Eastern Standard Time). TKS shall attempt to provide Customer with at least one (1) week advanced notice of such scheduled downtime or upgrade, and will attempt to coordinate the time of upgrade for the convenience of Customer. TKS also reserves the right to suspend Customer's access to the Guard1 System for purposes of emergency maintenance work at any time as deemed appropriate by TKS, without notice to Customer.
- h. *Hosting Fee.* Customer acknowledges that cloud services are provided in return for a recurring hosting charge.
- i. *Caveats and Exclusions.* TKS specifically does not and cannot guarantee the

following: Circuit outages; Performance within Customer's internet service provider's network; Performance across peering links; Performance to a specified end-user; Impact from manufacturer hardware or software defects including security vulnerabilities; Impact due to internet or 3rd party hosted denial of service, virus, or malware threats; Impact due to TKS requiring action by Customer to restore service; and Impact due to radio frequency (RF) or electromagnetic (EM) interference.

11. System Monitoring and Support Access

- a. *System Monitoring.* TimeKeeping Systems uses multiple tools to monitor the proper functioning of your Guard1 Real Time software and the computer system and network on which it resides. These tools send information to a TimeKeeping Systems managed monitoring server. Typical information includes CPU, memory, status of services, and errors.
- b. *Support Access.* TimeKeeping Systems support personnel may need access to the server where Guard1 is running. Typical purposes include maintenance, upgrades, diagnosing problems, and retrieving logs.
- c. *System Monitoring and Support Access for Hosted Systems.* If your Guard1 Real Time software resides on a server that is hosted, TimeKeeping Systems uses System Monitoring and Support Access tools to manage and support your hosted system.
- d. *System Monitoring and Support Access for On-Premises Systems.* If your Guard1 Real Time software resides on a server that you manage, you agree 1) to permit installation of System Monitoring and Support Access tools on your server, and 2) to permit TimeKeeping Systems to perform System Monitoring, and 3) to permit Support Access to TimeKeeping Personnel as needed. Failure by Customer to allow necessary access shall constitute a waiver by Customer of TKS's obligation to provide remote support for your Guard1 System. System Monitoring and Support Access tools typically require a software agent or other software component to be placed on your server, and may require additional network or firewall configuration.

12. Term and Termination

- a. *Term.* This Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term") from the Effective Date. Thereafter, this Agreement shall automatically renew for five successive one (1) year periods (each a "Renewal Term"), unless either party gives the other party written notice of its intention to terminate not less than sixty (60) days prior to expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term, together with any Renewal Term constitutes the "Term" of this Agreement.
- b. *Default*
 - i. In the event of a breach or default by Customer under this Agreement, TKS shall have the right to terminate this Agreement and pursue any remedy available at law or in equity, including, but not limited to, seeking damages, specific performance and an injunction.

- ii. In the event of non-payment by Customer, TKS shall have the right to suspend or terminate Customer's Hosting or Services.
 - iii. No termination by Customer for default shall be effective unless and until TKS shall have failed to correct such alleged default within forty-five (45) days after receipt by TKS of the written notice specifying such default.
- c. *Effect of Termination.* Upon the termination of this Agreement, all obligations and rights of the parties hereunder shall automatically and immediately cease, except their respective obligations under the following Sections: *Invoices/Sales Terms; Confidentiality; Warranty Disclaimer; and Indemnity*, and their respective obligations that accrued prior to termination or result from any default hereunder, all of which shall survive termination to the maximum extent permitted by applicable legal requirements. Further, Customer shall be responsible for the payment of any balance owed to TKS, which shall immediately become due and owing.
- d. Data Retention
 - i. For hosted systems, TKS will retain Customer's data for 30 days after Termination, after which it will be deleted. TKS shall bear no responsibility for data deleted in accordance with this section.
 - ii. At any time up 30 days after Termination, TKS shall provide a copy of Customer's data upon written request by Customer. TKS shall invoice Customer for this service at TKS's then current rate for Professional Services.

13. Warranties

- a. *Limited Hardware Warranty.* Hardware which is subject to any hardware warranty is also subject to this Agreement unless inconsistent with the hardware warranty, in which case the hardware warranty shall govern.
 - i. Warranty Term
 - A. PIPE II (Version II, identified by serial numbers beginning with "A") is warranted to be free from defects in materials and workmanship for a period of five years from the date of original purchase. Batteries are warranted to maintain an adequate operating voltage level for a period of five years from the date of original purchase.
 - B. Mobile Devices are warranted to be free from defects in materials and workmanship for a period of three (3) years from the date of original purchase.
 - C. Wall Mount RFID Tags are warranted to be free from defects in materials and workmanship for their service lifetime
 - D. All other hardware products are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of original purchase.
 - ii. TKS agrees to repair or, at TKS's option, replace equipment supplied by

TKS which proves to be defective in materials or workmanship. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement, or repair or modification of, or issuance of a credit for the goods involved, at TKS's option, only after the return of such goods with TKS's consent and issuance of a Return Merchandise Authorization (RMA). Any warranty service (consisting of time, travel, and expenses related to such services) performed other than at TKS's factory, shall be at Customer's expense.

- b. *Software and Firmware.* TKS warrants that new software will conform to the written specifications prepared, approved, and issued by TKS for a period of twelve (12) months from the date of shipment from TKS's factory in Solon, Ohio, or if transferred electronically, from the date of download or other transfer to Customer. In the event of a warranty claim, TKS will provide corrective measures which are limited, at TKS's option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable Customer to work around the failure. TKS makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements.
- c. *Third Party Products.* Products which are not manufactured by TKS are subject to the manufacturer's warranty.
- d. *Warranty Disclaimer.* Warranty satisfaction is available only if (i) TKS is promptly notified in writing upon discovery of an alleged defect and (ii) TKS's examination of the subject goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. Repair or replacement as provided under these warranties is the exclusive remedy of customer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13 OR ELSEWHERE IN THIS AGREEMENT TKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL TKS HAVE ANY LIABILITY TO CUSTOMER IF THE GUARD1 SYSTEM OR SOFTWARE HAVE BEEN SUBJECTED TO MISUSE, MISAPPLICATION OR NEGLIGENCE, DAMAGED BY ACCIDENT, RENDERED DEFECTIVE BY REASON OF IMPROPER INSTALLATION, NOT USED AS RECOMMENDED AND IN ACCORDANCE WITH APPROVED INSTALLATION AND OPERATING PRACTICES OR RENDERED DEFECTIVE BY THE PERFORMANCE OF REPAIRS OR ALTERATIONS NOT APPROVED BY TKS.

14. Returns

Prior to returning goods for repair or exchange, the Customer must first obtain a Return Merchandise Authorization ("RMA") number from TKS. The RMA number must

appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The Customer shall bear the cost of shipping the goods to TKS. When goods are received without an RMA number, or if the RMA has expired, TKS may, at its option, return the goods to the Customer, freight collect, or process the return for a handling charge of twenty-five dollars (\$25) or ten percent (10%) of the product cost, whichever is greater. Returns for credit are subject to a twenty percent (20%) re-stocking fee plus any charges incurred in refurbishing the goods. Under no circumstances may goods be returned after thirty (30) days.

15. Insurance; Indemnity

- a. *Insurance.* During the Term of this Agreement, TKS shall maintain commercially reasonable insurance coverage for the following risks: (i) Comprehensive General Liability Insurance; and (ii) Workers' Compensation (as required by statute). Upon written request of the Customer, TKS shall name the Customer as an additional insured under such policies (except for Workers' Compensation), and shall provide Customer with a certificate evidencing the above insurance coverage.
- b. *Intellectual Property.* TKS shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Guard1 System as permitted hereunder infringes or misappropriates the registered copyrights or issued patents of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorneys' fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives TKS written notice of the Claim; (b) gives TKS sole control of the defense and settlement of the Claim (provided that TKS may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to TKS all reasonable assistance. Customer may, at its own cost, participate in the investigation, trial and defense of any such proceeding, and any appeal arising from the proceeding, and employ its own counsel in connection therewith.
- c. *Indemnification.* TKS shall indemnify, defend and hold harmless Customer, its directors, officers and employees, successors and assigns, from and against any and all claims of third parties resulting from TKS's negligence or willful misconduct in the performance of its obligations hereunder. IN NO EVENT, REGARDLESS OF CAUSE, SHALL TKS BE LIABLE FOR (A) BUSINESS INTERRUPTION, LOSS OF PROFIT OR THE LIKE, (B) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (C) INDEMNIFICATION OF CUSTOMER EXCEPT AS PROVIDED IN THIS PARAGRAPH, (D) INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. TKS'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. This limitation of TKS's liability will apply regardless of the form of action, whether in contract or tort, including negligence. Any claim against TKS must be made within six (6) months after the cause of action accrues.

16. Confidentiality

- a. *Definition.* "Confidential Information" shall mean confidential or other proprietary

information that is disclosed in writing by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and conspicuously labeled by the Disclosing Party as Confidential Information at the time of disclosure, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, data, product specifications and documentation, business and product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this Agreement; or (iv) is disclosed to the Receiving Party by a third party without obligation of confidentiality.

- b. *Protection of Confidential Information.* Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party unless authorized in writing. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Receiving Party shall not be in violation of its obligations under this *Confidentiality* section if it discloses Confidential Information pursuant to a judicial or governmental order, provided that the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order and seek a protective order.
- c. *Confidential Information Not Related to the Performance of this Agreement.* Customer acknowledges that TKS does not wish to receive any Confidential Information from Customer except Confidential Information that is necessary for TKS to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, TKS may reasonably presume that any unrelated information received from Customer is not proprietary or Confidential Information.
- d. *Disclosure to Competitors Regarding the Guard1 System.* Customer agrees not to provide any information (whether Confidential Information or otherwise) relating to the Guard1 System, its composition, Software, Hardware, Equipment, intellectual property, pricing, or other attributes, to any person or entity that is (i) a competitor of TKS; or (ii) that develops, markets or manufactures products (A) substantially similar to the Guard1 System or any Guard1 System component or (B) for any purpose substantially similar to that of the Guard1 System or any Guard1 System component.
- e. *Government Entities.* If Customer is a government entity subject to public record inspection or disclosure laws, disclosure of legally mandated Confidential Information that is deemed a public record under such laws and does not fall under any of the applicable exemptions thereunder shall not be a breach of this Agreement, provided that Customer gives TKS sufficient prior notice to contest such records request and seek a protective order.

17. General Provisions

- a. *Complete Understanding; Modification.* This Agreement including all exhibits and any Software License Agreements (if applicable) constitutes the complete, integrated and exclusive agreement of the parties and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement shall be effective unless in writing and signed by both parties hereto.
- b. *Force Majeure.* TKS shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.
- c. *Assignment.* This Agreement may not be assigned by either party without the written consent of the other party.
- d. *Governing Law and Forum.*
 - i. *Government Entities.* If Customer is a government entity and Customer is subject to laws which mandate its governing law and/or venue for dispute resolution, this Agreement (A) shall be made in and performed in the state of the Customer's location, (B) shall be governed by and interpreted in accordance with the laws of such state including its provisions of the Uniform Commercial Code, (C) all actions or proceedings arising directly or indirectly from this agreement shall be litigated in the state or federal courts of Customer's location, as applicable. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.
 - ii. If Customer is not a government entity or Customer is not subject to a state law which mandates its governing law, this Agreement shall be made in and performed in the State of Ohio and shall be governed by and interpreted in accordance with the laws of the State of Ohio including its provisions of the Uniform Commercial Code. Customer agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated exclusively in courts having both jurisdiction and venue within the State of Ohio and Cuyahoga County. Customer hereby consents to the jurisdiction of any local, state or federal court located within the State of Ohio and Cuyahoga County and waives the personal service of any and all process upon Customer herein and consents that all such service or process may be made by certified mail to the Customer. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not

be affected thereby.

- e. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable under the circumstances, such provision's application in any other circumstances and the remaining provisions of this Agreement shall not be affected thereby.
- f. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by electronic transmission, or upon receipt when mailed by registered or certified mail (return receipt requested) or next day national carrier, postage prepaid, to the parties at the addresses first listed above.
- g. *Waiver.* No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.
- h. *Counterparts.* This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of the parties signing the same page or the same documents, and may be executed by signatures to electronically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted electronically shall be considered original signatures.

[signature page follows]

By signing below, the Customer acknowledges that it has read and understands this Agreement and, intending to be legally bound, agrees to its terms and conditions.

TimeKeeping Systems, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Customer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

GUARD1 Real Time

Minimum System Requirements

Your system's configuration and its components determine which requirements apply.

Deployment can be **on-premises** or **cloud**.

Hardware components will include one or more of:

- **Mobile Devices** (smartphones) that read NFC tags or ID badges
- **The PIPE**, a super-rugged data recorder
- **Duress Devices**, personal alarms for staff or officers
- **Tracking** – Active RF tracking tags for locating people and things

Integration with a JMS, OMS, EHR or other management system database.

All requirements must be met or exceeded.

Minimum requirements for all systems

Active Directory and Client workstation minimum requirements apply to **all system types**.

Active Directory

- Five Active Directory groups are used to control access to Guard1 Real Time. User Account membership in a group gives that user access to the associated functionality in Guard1 Real Time. Suggested groups are *Guard1ControlRoom*, *Guard1Management*, *Guard1Supervisors*, *Guard1Reports* and *Guard1System*. Custom-named groups are permitted.
- Active Directory users must have a logon name including domain.
- Employee ID Numbers must be implemented and must be unique.
- Mobile device users must be a member of the *Guard1ControlRoom* group, or a group associated to the Guard1ControlRoom role.

Client Workstation - Operating System

- Windows 10 (64-bit)
- Windows Server 2016
- .NET Framework 4.8

Client Workstation - Hardware Requirements

- 2.80 GHz 64-bit 2-thread CPU
- 8 GB RAM
- 10 GB free HDD space
- 1024x768 monitor

Minimum requirements for on-premises systems

The requirements below apply to **on-premises** systems only. These are **minimum** requirements. We recommend you review your planned deployment with a GUARD1 engineer.

Server – Operating System

- Windows Server 2016
- .NET Framework 4.8

Server – Hardware with Tracking or Duress (with or without Mobile Devices or The PIPE)

- 2.80 GHz 64-bit 10-thread CPU
- 32 GB RAM
- Main Hard drive 100 GB free HDD space (*see also **SQL Server** section below*)
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Dual Network Interface Cards
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 server

Server - Hardware with Mobile Devices or The PIPE (no Tracking or Duress)

- 2.80 GHz 64-bit 4-thread CPU
- 16 GB RAM
- Main Hard drive 50 GB free HDD space (*see also **SQL Server** section below*)
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 server

SQL Server

- Standard or Enterprise Edition. *Express Edition is not supported.*
- SQL Server 2019 with Reporting Services in Native Mode.
- SQL Server can run on the GUARD1 server or on a different server.
- The SQL Server hard drive must have space to accommodate growth of the databases:
- Without Tracking or Duress typical database growth is ~500MB per year.
- With Tracking and/or Duress typical database growth is ~15GB per year.
- These values are estimates. Actual growth is dependent on the number of objects (people, things and rules) and events (movements, scans, well-being checks, alerts).

Installation Requirements

- Windows login with LOCAL ADMIN rights on the app server.
- Windows or SQL login with SYSADMIN rights on the SQL database server.
- Windows login with ADMIN rights on the SSRS server.
- If SSRS is not on the app server, a Windows Domain account with a non-expiring password is required to run the Guard1TrackingAppPool.

Connectivity

- VPN or equivalent remote access to server for GUARD1 Professional Services and Technical Support.

Minimum requirements for Mobile Devices

WiFi, SSL certificate and connectivity requirements apply to systems with **Mobile Devices**.

Third Party SSL Certificate

- Required for on-premises system when Mobile Devices are implemented.
- Enables connectivity between the GUARD1 Mobile Devices and the GUARD1 server.
- Must be issued by a Trusted Root Certificate Authority.

Connectivity

- VPN or other remote access to server for GUARD1 Professional Services and Technical Support.
- WiFi access is required where data is transferred or staff log in (control room, officer desk, etc.)
- Access to ManageEngine MDM server via Internet is required where mobile devices are charged or stored.

WiFi Infrastructure (Mobile)

- A WiFi network that supports 802.11b or newer.
- A WiFi domain that supports WiFi roaming, with 802.11k and 802.11r.
- Minimum -67 dBm RSSI.
- Minimum 19 dBm SNR.
- Co-channel or adjacent channel separation of at least 19 dBm.
- NTP service available to mobile devices.

Minimum requirements for Tracking and Duress, all systems

Network Infrastructure requirements apply to systems with **Tracking** or **Duress**.

Network Infrastructure (Tracking and/or Duress)

- CAT 5 cabling per drawing.
- Switches as agreed.
- DHCP reservations for all Tracking Receivers. A list of Receiver MAC addresses will be provided.

Your GUARD1 Project Manager will work with you to determine cabling drops and additional network infrastructure necessary. Unless otherwise noted, network infrastructure is the customer's responsibility.

Minimum requirements for Tracking and Duress, Hosted Systems

A **server** to host the GUARD1 Remote Device Hub service is **required on the customer's network** (the same network as the Tracking Receivers). This can be a Virtual Machine or hardware server. *This server is provided, administered and maintained by the customer.*

Remote Device Hub Server – Operating System

- Windows Server 2016

Remote Device Hub Server – Hardware

- 2.80 GHz 64-bit 10-thread CPU
- 32 GB RAM
- Main Hard drive 100 GB free HDD space
- Dual Network Interface Cards (one for primary LAN, the other for Tracking LAN)
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 Remote Device Hub server

Installation Requirements

- Windows login with LOCAL ADMIN rights on the app server.

Connectivity

- VPN or equivalent remote access to the server for GUARD1 Professional Services and Technical Support.
 - Beyond Trust jump client is preferred
- Internet access is required for communication with the hosted application server

Requirements for Integration

Integration requirements apply to systems with optional JMS, OMS or management system integration. Integration requires an in-depth review – please speak with your GUARD1 Account Manager.

JMS/OMS Integration

- The customer or customer's management system vendor will provide an export file from JMS system meeting GUARD1's current JMS/OMS export requirements.
- The export is typically saved to a shared folder on a server or SFTP share.
- GUARD1 requires unique identifiers for beds and bed assignments.

Exhibit B

GUARD1 Real Time Statement of Work

Overview

The complete Statement of Work will include:

- Common work for all systems. See Statement of Work for All Systems.
- Server setup and software installation. See Statement of Work for On-Premises Systems or Statement of Work for Cloud Systems.
- Hardware setup. See Statement of Work for PIPE and/or Mobile Device and/or Duress/Active Tracking.
- Optional implementation of a management system interface. See Statement of Work for Management System / JMS / OMS Integration.

TimeKeeping Systems' work will be performed remotely unless otherwise agreed.

Customer assistance is important in defining work parameters and setting up the IT environment.

Statement of Work for All Systems

Purpose: This is the work common to all GUARD1 Real Time systems.

Initial IT Review

Participants: TimeKeeping Systems, Customer IT staff

Typical Duration: 30 minutes

Work performed:

TimeKeeping Systems will review the System Requirements with your team.

TimeKeeping Systems will provide the IT Deployment Guide to your team and review the information needed in order to begin the implementation process.

TimeKeeping Systems will set up the Kickoff meeting and provide an agenda.

Deliverables:

Deployment Guide information form completed by Customer

Samples provided to TimeKeeping Systems for forms being used, current wristband, ID badge

Project participants identified: Project Champion, Principal IT Contact

Kickoff Meeting

Participants: TimeKeeping Systems, Project Champion, Principal IT Contact, others to be identified

Typical Duration: One hour

Work performed

Review the components of the system being implemented.

Review the steps of the implementation process.

Discuss requirements, where applicable, for cabling, and infrastructure.

Discuss requirements for Customer WiFi environment (for mobile devices).

Discuss training and develop a preliminary plan.

Set a date for IT environment preparation by Customer.

Deliverables:

- Date set for remote system implementation
- Preliminary action plan

◆ Milestone: Project Started

IT Environment Preparation

Work performed

- The Customer will prepare an environment that meets the System Requirements
- The Customer will notify TimeKeeping Systems and confirm the system implementation date

Deliverables:

- Hardware and software prerequisites are met on client workstations.
- Active Directory groups created and users assigned for GUARD1ControlRoom, GUARD1Management, GUARD1Supervisors, GUARD1Reports, GUARD1System
- Review environment with TimeKeeping Systems
- Date confirmed for remote system implementation
- Customer IT staff assigned and available

◆ Milestone: IT Environment Ready

Install GUARD1 on the server

Typical Duration: Variable, depends on features, environment and scheduling

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

- TimeKeeping System will install GUARD1 Real Time on the server – for cloud systems, on an Azure instance implemented by TimeKeeping Systems; for on-premises systems, on the Customer's server.
- Configure inmates, officers, assets, locations if JMS/OMS Integration is not implemented (up to 200 objects)
- Create Duty Posts
- Create Well-being Check Rules and Calendar / Inspection Rules
- Configure Maps and Zones
- Configure Activities, Handouts and Observations
- Configure Reports
- Configure Alerts and Notifications
- Configure System Agents
- Confirm Data Maintenance runs successfully

Install GUARD1 on a client workstation

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

- Install GUARD1 Real Time Client on Customer workstation
- Confirm that user can log in and access functions appropriate to their AD group assignment
- Review Client installation process with Customer IT staff for remaining workstations

System Check-Out

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

Confirm the system is functional

Deliverables:

System is installed and functional

◆ **Milestone: System is Customer Ready**

Training

Participants: TimeKeeping Systems, Customer operations staff

Typical Duration: Varies depending on system size. Typically one to two days.

Work performed:

Review the GUARD1 system using Customer's deployment

How to enter data

How to use the system

How to run reports

Set date for followup call

Additional items such as Mobile Device training will be defined in a Training Plan as appropriate

Deliverables:

Customer is trained in use of the system

Customer is ready to enter data

Date set for go-live followup

◆ **Milestone: System is Go-Live Ready**

Go Live

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

TimeKeeping Systems staff is available to support Customer go live.

Deliverables:

System is up and running and in use

◆ **Milestone: System is Live**

Followup

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review system status

Determine and address any Customer problems

Set additional followup, if appropriate

Deliverables:

Installation and implementation are complete, or another followup

◆ **Milestone: Customer Approval**

Customer Acceptance

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review additional steps for system upkeep and maintenance

Customer accepts the system (sign-off)

Deliverables:

- Signed Customer acceptance

◆ **Milestone:** Implementation Complete

Statement of Work for Server Implementation

GUARD1 can be deployed as an on-premises or cloud system. Only one of these statements of work will apply.

Statement of Work for On-Premises Systems

Purpose: To implement the hardware environment for an on-premises Windows Server and SQL Server based GUARD1 system.

IT Environment Preparation

Work performed

TimeKeeping Systems will review requirements with the Customer

The Customer will prepare an environment that meets the System Requirements

The Customer will notify TimeKeeping Systems and confirm the system implementation date

Deliverables:

Hardware and software prerequisites are met on server(s) and workstations.

Active Directory groups created and users assigned for GUARD1ControlRoom,

GUARD1Management, GUARD1Reports, GUARD1System

SQL Server database maintenance includes database backup plan, recovery process, and archiving schedule

SQL Reporting Services is installed and configured

Date confirmed for remote system implementation

Customer IT staff assigned and available

◆ **Milestone: On-Premises Server is Ready**

Statement of Work for Cloud Systems

Purpose: To implement a cloud based GUARD1 system.

IT Environment Preparation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

TimeKeeping Systems will prepare a cloud system that meets the System Requirements

TimeKeeping Systems will contact Customer and confirm the system implementation date

Deliverables:

Cloud system ready for implementation

Local Active Directory groups created and users assigned for GUARD1ControlRoom,

GUARD1Management, GUARD1Reports, GUARD1System

◆ **Milestone: Cloud Server is Ready**

Statement of Work for Hardware Implementation

GUARD1 supports multiple hardware options. One or more of these statements of work will apply, depending on the hardware selected by your organization.

Statement of Work for PIPE Systems

Purpose: Set up hardware and checkpoints for the PIPE.

IT Environment Preparation

Work performed

- Locations planned for IP Downloader(s)

- Ethernet connection available for IP Downloader(s)

Deliverables:

- IP Downloaders connected and ready

◆ **Milestone:** Downloaders Ready

System Implementation

Work performed

- Assign iButtons or QR/NFC tags to locations

- Set up button wallets

- Configure IP Downloaders

◆ **Milestone:** Hardware Ready

Statement of Work for Mobile Device Systems

Purpose: Set up mobile devices, supporting WiFi, and RFID tags and checkpoints.

IT Environment Preparation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

- The Customer will prepare an environment that meets the WiFi System Requirements

Deliverables:

- WiFi configured to system requirements, including 802.11r and k, if required for mobile devices

- SSL Certificate procured for Mobile Clients

- Internet access for Mobile Device Management (MDM)

- Customer IT staff assigned and available

◆ **Milestone:** IT Environment Ready

Remote System Implementation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

- Set up printing of RFID wristbands or ID cards

- Assign tags to inmates

◆ **Milestone:** System is Customer Ready

Training

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

- Discuss mobile device workflows
- How to use mobile devices
- Hands-on officer training

◆ **Milestone: System is Go-Live Ready**

Statement of Work for Duress / Tracking Systems

Purpose: Set up and implementation of zone-based positioning system

IT Environment Preparation

Work performed

Note: The network for GUARD1 receivers will be provided by the Customer unless otherwise agreed. TimeKeeping Systems recommends an independent network for duress and tracking systems.

Prepare a network environment that meets the System Requirements.

- Install network cabling
- Deploy switches and other network infrastructure

Deliverables:

- Network cabling
- Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

Install GUARD1 on the server

Work performed

- Assign Duress Devices to officers
- Assign tags to inmates
- Configure Zones and Maps
- Configure Tower Lights
- Configure System Agents

System preparation

Work performed

- Install receivers
- Configure Receivers
- Tune receivers and optimize the system to maximize accuracy of location information

◆ **Milestone: System is Customer Ready**

Statement of Work for Integration

GUARD1 integrates with a management system, for patients, residents, offenders, etc. This integration is optional, so the statement of work below will apply if your system includes integration.

Statement of Work for Management Systems (JMS / OMS) Integration

Export File Preparation

Work performed

- The Customer will provide an export file that meets TKS specifications
- The Customer export will provide unique bed assignments per individual
- The Customer export will provide a URI for individuals' photos

Deliverables:

- XML Export file that meets TKS specifications
- Sample export file available for TKS development
- If an XML Export file is not available, the Customer will provide an agreed-on export

◆ **Milestone:** Export Ready

Export File Preparation

Work performed

- TimeKeeping Systems will complete the integration using the Customer's export file

Deliverables:

- Integration is complete in GUARD1
- Ready for testing

◆ **Milestone:** Export Ready

System Checkout

Participants: TimeKeeping Systems, Customer IT staff, Project Champion

Work performed:

- Confirm access to management system data
- Confirm access to photos
- Confirm that data is correct

Deliverables:

- Integration is complete and functional

◆ **Milestone:** Integration is Customer Ready

Exhibit C
Equipment, Software and/or Services

Subject to the terms and conditions of this Agreement, TimeKeeping Systems, Inc. ("TKS") offers, and Customer agrees to purchase, the Equipment, Software and/or Services as specified in:

- ☐ TKS Quote Number _____, incorporated herein by reference.
- ☐ Customer Purchase Order _____. Terms and conditions that appear on or are referenced in Customer's Purchase Order that are inconsistent with this Agreement are and shall be null and void.
- ☐ Price List (specify) _____
- ☐ Other (specify) _____



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and reputations

TimeKeeping Systems, Inc.
30700 Bainbridge Road
Solon, Ohio 44139

Phone 216-595-0890
Fax 216-595-0991

GUARD1 Real Time – Hosted System Deployment Guide for IT

About GUARD1 Real Time

Your organization has selected GUARD1 Real Time (often shortened to just GUARD1) to automate staff operations and to document inspections, well-being checks, and activities. This Deployment Guide provides information about GUARD1 Real Time and its implementation and deployment process.

Minimum system requirements are provided in a separate document. The onsite components of GUARD1 system must meet the minimum system requirements. With its purchase of GUARD1 Real Time, your organization has agreed to meet these requirements.

We ask that your primary IT contact for the GUARD1 project complete the final page of this Guide and return it to us at support@guard1.com.

Your GUARD1 implementation team will schedule a Kickoff Meeting to begin your project. You should select a primary contact for IT issues, and make sure IT is represented at the Kickoff Meeting.

Your Network

IP Downloader Service. If your GUARD1 system includes the PIPE and IP Downloader, the default port 50150 must be open in any software or hardware firewall. The IP Downloader has a default passphrase which you can change, if desired; please inform our implementation team if you wish to do so.

IP Filtering. By default, GUARD1 Real Time systems are configured to accept client connections from a single IP address you provide.

User Management

GUARD1 supports Federated Identity (SSO) and Windows Authentication. Federated Identity is the preferred method for GUARD1 Real Time.

To use the optional GUARD1 Business Intelligence Dashboard, Federated Identity is required.

We currently support Azure Active Directory and Okta as identity providers, using the OpenID Connect protocol. If you use a different provider or protocol, please review your options with your Implementation Manager.

If you select Federated Identity, you will supply the identity provider, and your Implementation Manager will work with you to federate to the GUARD1 B2C tenant.

If you select Windows authentication, our Technical Support Team will manage your GUARD1 user accounts. Please provide an initial list of users and their access levels prior to system go-live. Your GUARD1 administrator can submit requests for user additions or changes to the GUARD1 Technical Support team. Our service commitment is "within one business day" for user additions, deletions, or changes.

Management System Integration

GUARD1 is designed to integrate smoothly with external systems such as a JMS, OMS or other management system.

XML Export File. Integration between GUARD1 and your management system requires an XML file exported by your management system. Typically, as their customer, you have the relationship with your vendor and you will arrange with them to create the export file and provide any assistance needed to complete the integration. Our GUARD1 implementation team will work with you and your vendor to resolve any technical details and test the export for technical and operational accuracy.

Unique Bed IDs. GUARD1 requires unique bed IDs. A strategy must be decided upon to ensure that all Bed IDs are unique. Your management system export must provide a unique bed assignment for each inmate or resident.

Shared Folder. Typically, the management system exports an XML file periodically to a shared folder, usually an SFTP folder on the GUARD1 cloud server. This file contains inmate or resident information, such as name, DOB, booking or ID number(s), bed or housing assignment, and a pointer to an image or mugshot. GUARD1 reads this XML file, determines changes since the previous file, and adds them to its database.

Image Storage. Images or mugshots are typically stored by the management system and exported to GUARD1. Read access to the image storage folder is required, with (if required) Windows authentication.

Other assistance. Your administration, the management system vendor, and GUARD1 will work together on this integration. Since integration projects vary in their scope and requirements, additional IT assistance may be required.

Third Party Integration Service. Depending on your JMS architecture, a GUARD1 component may be required on your network – typically when your JMS is on-premises.

Mobile Devices

Device PINs. Your mobile devices will be assigned a randomly selected 4-digit PIN, the same PIN to all devices. If you require a different PIN scheme, please contact us.

Screen Lock. Your devices will be assigned a 5-minute timeout. If you require a different timeout, please contact us.

WiFi. GUARD1 mobile devices connect to the GUARD1 and MDM servers via WiFi and SSL. For proper connectivity, a suitable WiFi roaming scheme is necessary. Internet access is required.

Ethernet Docks. GUARD1 mobile devices can use an Ethernet dock to connect to your network and the Internet. This can be a solution for facilities that do not have WiFi.

SSID and Passphrase. If you have provided your SSID and passphrase (see last page), we will preconfigure your devices to connect to your WiFi network. If you have not provided your WiFi network information before the shipping date, we will ship your devices with no WiFi configuration, and you can configure your devices' WiFi network connection. When you do, please let us know the SSID and passphrase so that we can update your MDM profile.

Internet Connectivity for MDM. GUARD1 manages your mobile devices for you via Mobile Device Management (MDM). ManageEngine is our MDM solution. For updates or other administrative tasks, we require that your devices have Internet connectivity while they are charging. If your Internet-facing WiFi network has a different SSID and passphrase, we will need that information.

Network Time Protocol. Your facility relies on time accuracy of the well-being check and activity documentation GUARD1 provides. This in turn requires a correct time setting on any mobile devices you employ. For this reason, an NTP service or suitable equivalent must be available to mobile devices on your WiFi network.

WiFi Settings on your Devices. In order to ensure that your devices are used only for their intended purpose, they are locked down with a Kiosk mode that prevents changes to system settings. Should the need arise to change settings such as updating the WiFi password, we can disable this mode temporarily upon request and coordination with your IT team.

Changes to WiFi Settings. You must notify us of planned changes to your WiFi settings to avoid mobile device connectivity outages. We will work with you to ensure that your devices are updated and connecting to the new/changed WiFi network. If your WiFi settings change and you have not coordinated with us, your devices will not be able to connect to your network or communicate with the MDM server. Each device will then need to be manually updated with the new WiFi settings.

Scanning. It's important to decide what will be scanned as early as possible in the implementation process. This will affect your management system integration and possibly your system deployment. For example, your system may have more than one ID for each person that could be scanned. The ID has to be identified in your management system and exported to GUARD1. You may use existing wristbands, or you may begin using ID badges or RFID wristbands from GUARD1, which may involve setting up a printer in your booking or classification area.

Mobile Device Updates

Updates. There are multiple components to the software running on your mobile devices. This section explains these different components and how we handle updates when they become available.

Operations. Updates may mean your individual devices or your GUARD1 system will be unavailable. Although this is typically a short period, you should plan how you want users to manage updates on their devices.

Android. Android OS updates are made available by Google and gated by us through our Mobile Device Management (MDM) system. When an update is available, your users will be notified and must approve the update. Users can defer the update for up to fifteen days, after which the update occurs without user interaction.

Users should log out before updating. While updating, the device is out of service. After updating, the GUARD1 application must be restarted.

Manufacturer. When an update is available, your users will be notified and must approve the update. Manufacturer updates are infrequent, typically a few times per year.

Users should log out before updating. While updating, the device is out of service. After updating, the GUARD1 application must be restarted.

MDM Client. TimeKeeping Systems controls the timing of MDM updates. MDM updates will typically be pushed out at 2:00 AM on Tuesday morning. MDM updates are often associated with Android updates.

During MDM updates, the device is taken out of kiosk mode. Devices should not be used during MDM updates. We recommend updating while the mobile devices are out of service, for example in a recharging area.

GUARD1 Mobile App. TimeKeeping Systems controls the timing of updates to the GUARD1 mobile application. GUARD1 updates will typically be pushed out at 2:00 AM on Tuesday morning.

During GUARD1 app updates, the device cannot be used. If the GUARD1 application is open, the app will close and reopen. Data is preserved and a new login is not required. We recommend updating while the mobile devices are out of service, for example in a recharging area.

GUARD1 Server. The TimeKeeping Systems Professional Services team will work with you to manage updates to the GUARD1 Server(s). Major updates, and some minor updates, will require that your system is out of service from several hours to potentially days.

Notification E-mail Address

To allow notification for issues affecting your system, please provide an e-mail address in the space provided. This is intended primarily for reporting Azure system outages or other major announcements. This can be an individual or other e-mail address.

Contact Us!

Your GUARD1 implementation team and all of us at GUARD1 are dedicated to making your deployment a success, with a minimum of effort and inconvenience to your team.

Please contact us if you have any questions or need help. A well-planned project with prerequisites in place is always smoother and simpler, with happier stakeholders and less work for all involved.

Email: support@guard1.com

Phone: 216-595-0695



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30700 Bainbridge Road
Solon, Ohio 44139

Phone 216-595-0890
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The "please complete this so we can start your project!" Form

Contact Information

Your organization: _____

IT contact for this project: _____

Email and phone: _____

This form was completed by: _____

Notification e-mail address: _____

WiFi

If your project includes mobile devices, we need your WiFi information. We can not ship your mobile devices until this information is provided.

WiFi SSID: _____

Passphrase: _____

Internet WiFi SSID (if different): _____

Internet WiFi Passphrase (if different): _____

☐ We use MAC Address filtering to control access to our WiFi network(s)

System Requirements

GUARD1 system requirements must be in place to ensure a successful deployment.

- ☐ Yes, we've reviewed and understand the Onsite Client Workstation Requirements
- ☐ Yes, we've reviewed and understand the Onsite Remote Device Hub Server Requirements
 - ☐ Not applicable - we will not be using Tracking or Duress
- ☐ Yes, we've reviewed and understand mobile device requirements.
 - ☐ Not applicable - we will not be using mobile devices
 - ☐ MDM
 - ☐ WiFi Roaming
 - ☐ WiFi Changes
 - ☐ Access for MDM updates
 - ☐ Device settings
 - ☐ Scanning required options
 - ☐ SSID + Passphrase

RFID Tags

☐ Wristbands ☐ ID Badges ☐ Neither

We will be printing our tags: ☐ from GUARD1 ☐ from our MS



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IP Access. By default, IP filtering is disabled.

- ☐ Our users will connect from the following IP address: _____
- ☐ Our system should be configured without IP filtering. We accept the risk.

User Management. We can not deploy your hosted system until this information is provided.

- ☐ We will use Windows authentication and supply a user list
- ☐ We will supply an identity provider for Federated Identity (SSO)
 - ☐ Azure Active Directory
 - ☐ Okta

Remote Access

- ☐ Not applicable - we will not be using Tracking or Duress
- ☐ BeyondTrust Jump Client provided by TimeKeeping Systems (recommended)
- ☐ VPN
- ☐ Other _____

Management System Integration

Please complete this section if you have purchased integration between GUARD1 and your Management System.

IT contact for integration: _____

Email and phone: _____

Management System vendor: _____

Management System vendor contact: _____

Email and phone: _____

Will you or your vendor supply an XML export file meeting TKS requirements?

- ☐ Compliant XML export file
- ☐ Other

Will you or your vendor provide access to photos, with a URI in the export file?

- ☐ Access to photos
- ☐ Other

Have you reviewed the integration requirements with your Management System vendor?

- ☐ Yes
- ☐ Review is pending

☐ Yes, we've reviewed and understand integration requirements.

- ☐ Shared Folder
- ☐ Image Photo Access
- ☐ XML Export File

Signed: _____ Date: _____

AGENDA REQUEST (GENERAL)

Agenda Item 20.

Meeting Date: 07/22/2024
Item Title: Animal Shelter - New Software
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to consider the approval of the agreement between Atascosa County and PetPoint Data Management System for new software at the Animal Shelter. The initial one-time setup fee of \$1,300.00 will be charged to the IT budget line for Software 012-476-684, the annual maintenance fee is \$2,500.00, to be allocated to the IT budget item for annual maintenance agreements under budget line 012-476-683. The agreement awaits approval from the County Attorney's office. Upon approval, County Judge Weldon P. Cude will be authorized to sign, and the County Auditor will be instructed to process the agreement via DocuSign.

ATTACHMENTS

PetPoint Software Agreement



PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this “**Agreement**”) is made and entered into as of _____, (the “**Effective Date**”) by and between:

Pethealth Services (USA) LLC,
223 West Erie Street, Suite 6W
Chicago, IL 60654
(“**Pethealth**”)

-and-

Atascosa County Animal Control
292 Spur 162
Jourdanton TX 78026-5378
(the “**Client**”)

This Agreement governs the relationship between Pethealth and the Client and is entered into for Pethealth to provide the Client with access to software and services on an application service provider (“**ASP**”) basis, pursuant to the terms and conditions described in this Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Parties agree as follows:

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below.

Additional Services:	Means any services provided by Pethealth to the Client for an additional fee pursuant to this Agreement, including but not limited to database conversion, training, support and custom development additions.
Affiliate:	Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.
Application:	Means the general production version of the PetPoint Shelter Data Management Software, including all updates, improvements and enhancements.
ASP:	Means application service provider and refers to Pethealth.
ASP Service(s):	Means any service(s) in relation to the Application provided by Pethealth to the Client pursuant to this Agreement.
Client:	Means the entity named and entering into this Agreement with Pethealth.
Client’s Data:	Means the data entered into the Application by the Client.
Communications:	Has the meaning given in Schedule C.
Confidential Information:	<p>Refers to the information the Parties may disclose or make available to one another in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement, unless prohibited by law; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data.</p> <p>Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party’s possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party’s Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.</p>
Consenting Parties:	Has the meaning given in Schedule C.

Fee:	Refers to any payments made by the Client to Pethealth in connection with this Agreement including, but not limited to, the Application onboarding fee and Additional Services fee(s).
Force Majeure:	Means a cause or event that is not reasonably foreseeable or not otherwise caused by or under the control of Pethealth including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.
Go-Live	Means the date the Client begins daily use of the Application.
Offer:	Has meaning given in Schedule B.
Party, Parties:	"Party" means either Pethealth or the Client, as applicable. "Parties" refers to Pethealth and the Client collectively.
Personnel:	Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers of each Party and their Affiliates, as applicable.
Pethealth:	Means Pethealth Services (USA) LLC, the Application Service Provider, an Illinois Corporation.
Pethealth Advantage Program:	Has the meaning given in Schedule B.
Proprietary Information:	Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of Pethealth or its subsidiaries and Affiliates and its relevant licensors.
Trial:	Has the meaning given in Schedule B.

2. CLIENT'S USE OF THE APPLICATION

- 2.1. Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pethealth grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client's data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP or made generally available by Pethealth.
- 2.2. Terms of Use.** The Client will not (a) make any ASP Service or content available to, or use any ASP Service or content for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any ASP Service or content, or include any ASP Service or content in an ASP Service bureau or outsourcing offering, (c) use an ASP Service or third party application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use an ASP Service or third party application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any ASP Service or third party data contained therein, (f) attempt to gain unauthorized access to any ASP Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any ASP Service or content in a way that circumvents a contractual usage limit, or use any of Pethealth's ASP Services to access or use any of Pethealth's intellectual property except as permitted under this Agreement, (h) copy an ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted, (j) frame or mirror any part of any ASP Service or content, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) access any ASP Service or content in order to build a competitive product or Service or to benchmark with a third party product or ASP service, or (l) reverse engineer any ASP Service (to the extent such restriction is permitted by law). Any use of the ASP Services in breach of this Agreement by the Client that in Pethealth's judgment threatens the security, integrity or availability of Pethealth's ASP Services, may result in Pethealth's immediate suspension of the ASP Services, however, Pethealth will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 2.3. No Retained Rights.** The Client understands and agrees that their right to use the Application is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application).

- 2.4. Pethealth Service Levels and Support.** Pethealth will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Pethealth shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure event. Upon request, Pethealth will provide to the Client a complete duplicate of the Client's Data in SQL format on a monthly basis.

3. THIRD PARTY PROVIDERS

- 3.1. Third Party Services.** Pethealth or third parties may make available third party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third party provider, product or service is solely between the Client and the applicable third party provider. Pethealth does not warrant or support third party products or services, whether or not they are designated by Pethealth as "certified" or otherwise, unless expressly provided otherwise.
- 3.2. Data.** If the Client chooses to use a third party application with an ASP Service, the Client grants Pethealth permission to allow the third party application and its provider to access the Client's Data as required for the interoperation of that third party application with the ASP Service. Pethealth is not responsible for any disclosure, modification or deletion of the Client's Data resulting from access by such third party application or its provider.
- 3.3. Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third party applications from its providers, and may be required to grant Pethealth access to the Client's account(s) on such third party applications. Pethealth cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding service features in a manner acceptable to Pethealth.

4. PETHEALTH ADVANTAGE PROGRAM

- 4.1.** The Client shall have the option to participate in the Pethealth Advantage Program as specified in Schedule B.

5. FEES AND PAYMENT

- 5.1. Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.
- 5.2. Fees.** The Client shall pay Pethealth for all fees specified in Schedule A. Except as otherwise specified: (a) fees are based on the Application and the ASP Services purchased and not actual usage and (b) payment obligations are non-cancellable and fees paid are non-refundable.
- 5.3. Invoicing and Payment.** The Client will provide Pethealth with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Pethealth. If the Client provides credit card information to Pethealth, the Client authorizes Pethealth to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in Schedule D. If the Client specifies that payment will be by a method other than a credit card, Pethealth will invoice the Client in advance and otherwise in accordance with the agreed payment method. Unless otherwise stated, invoiced charges are due net thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Pethealth and notifying Pethealth of any changes to such information.
- 5.4. Overdue Charges.** If any invoiced amount is not received by Pethealth by the due date, then without limiting Pethealth's other rights or remedies, those charges may accrue late interest at the rate of 1.5% per month, compounded monthly, being 19.56% per annum (or the highest rate permitted by law, if less).
- 5.5. Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for Pethealth services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized Pethealth to charge to its credit card), Pethealth may, without limiting Pethealth's other rights and remedies, accelerate the Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Pethealth's services to the Client until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, Pethealth will give the Client at least ten (10) days' prior notice that the Client's account is overdue before suspending services to the Client.

- 5.6. Taxes.** The Client shall be responsible for any applicable sales, use, excise, value added, services, consumption or other tax that is assessed on the grant of the right to use the Application or any part of the provision of ASP Services or on any payments due to Pethealth under this Agreement.

6. PROPRIETARY RIGHTS

- 6.1. Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of Pethealth are and will at all times remain the sole and exclusive property of Pethealth or its licensors.
- 6.2. Client's Data.** The Client shall retain sole ownership of all the Client's Data. Pethealth shall have the sole and exclusive right to use the Client's Data for the purpose of promoting, marketing and soliciting enrollment in Pethealth Inc. products and services, including, but not limited to, microchip, on-line adoptable pet promotion services and insurance products and services. In addition, the Client acknowledges that Pethealth may use the Client's Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client or their operations. The Client agrees that such use by Pethealth shall not constitute a breach of the confidentiality provisions of this Agreement.

7. CONFIDENTIALITY

- 7.1. Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and will take all reasonable precautions to ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.
- 7.2. General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and agents. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the counterparty by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, Pethealth shall not be required to purge its computer archives. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

8. PUBLICITY

- 8.1. Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:
- a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements, unless prohibited by law;
 - b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or
 - c) Use or display the name or mark(s) of the other Party.
- 8.2. Exception.** Notwithstanding the foregoing, the Parties agree that either Party may display the name and marks of the other Party and its Affiliates in its facilities (including any affiliate facilities and/or affiliate branches or clinics) and on their website for the purpose of the Pethealth Advantage Program.

9. WARRANTIES AND DISCLAIMERS

- 9.1.** The Application is provided on an "as is, where is" basis, without any representation or warranty or condition of any kind under applicable law. Pethealth disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

10. MUTUAL INDEMNIFICATION

- 10.1. Indemnification by Pethealth.** Pethealth shall indemnify and hold the Client harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.
- 10.2. Indemnification by the Client.** The Client shall indemnify and hold Pethealth harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by Pethealth as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client's use of the Application and the ASP Services, or (b) ownership or rights in any data received by Pethealth from the Client or any information derived therefrom.
- 10.3. Interpretation.** For the purposes of this Section 10, references to each Party shall include each Party's respective Personnel.

11. LIMITATION OF LIABILITY

- 11.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT AND THEIR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT'S AND THEIR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- 11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

- 12.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.
- 12.2. Termination for Cause.** Either Party may terminate this Agreement for cause:
- a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or
 - b) Upon thirty (30) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.3. Termination for Convenience.** Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.
- 12.4. Refund or Payment upon Termination.** If this Agreement is terminated by the Client in accordance with Section 12.2, Pethealth will refund the Client any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Pethealth in accordance with Section 12.2 the Client will pay any unpaid fees covering the remainder of the term. In no event will termination under Sections 12.2 or 12.3 relieve the Client of its obligation to pay any fees payable to Pethealth for the period prior to the effective date of termination.
- 12.5. Data Portability.** After the termination of this Agreement, Pethealth will immediately shut off the Client's access to the Application. Upon request, Pethealth will provide the Client with a complete duplicate of the Client's Data.

13. CONSENT TO CONTACT AND EXEMPTION UNDER TEXAS HOUSE BILL 2828 ("HB2828")

- 13.1.** Pursuant to Section 552.1177 subsection (b) Pethealth is exempt whereby governmental entities can provide Pethealth with an adopter's personally-identifying information as the services provided by Pethealth relating to microchip registration pertain to public health and safety, as the services provided allow for the prompt rehoming of stray animals.

Pethealth shall maintain the confidentiality of the information provided as specified in Schedule B, and shall not disclose the information or use the information for any purpose that does not relate to the services that are offered relating to the protection of public health and safety.

- 13.2** If the Client elects to participate in the Pethealth Advantage Program as specified in Section 4.1 and Schedule B, then the Client shall also cooperate with Pethealth to collect and record the consent of third-parties to receive further communications from Pethealth and its Affiliates, as specified in Schedule C.

14. GENERAL

- 14.1. Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 14.2. Amendments.** This Agreement may not be amended except by the written agreement of the Parties substantially in the form attached as Schedule E. The terms and conditions outlined in the Schedules are subject to change and Pethealth will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application and abidance of the revised terms and conditions after thirty (30) days means that the Client has accepted the revised terms and conditions.
- 14.3. Assignment.** This Agreement may not be assigned by the Client without the prior written consent of Pethealth and any alleged assignments by the Client without Pethealth's prior written consent will be null and void. This Agreement will be binding on and exist to the benefit of both Parties, including their respective successors and permitted assigns.
- 14.4. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois and the applicable laws of the United States of America without regard to the conflicts of law principles.
- 14.5. Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
- 14.6. Entire Agreement.** The entire relationship between Pethealth and the Client is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.
- 14.7. Survival.** The obligations imposed by Sections 6, 7, 9, 10, 11, 12.4, 12.5 and 14 will remain in force after the termination of this Agreement.



By signing this Agreement, both Parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:

Pethealth Services (USA) LLC

Address:223 West Erie Street, Suite 6W
Chicago, IL 60654**Telephone:**

1-866-600-4815

Email:

info@PetPoint.com

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:1-866-630-7387 ext.

Signer's Email:

Date:

CLIENT:

Atascosa County Animal Control

Billing Address:

292 Spur 162

Jourdanton TX 78026-5378

Telephone:

(830) 769-2341 / (830) 769-3620

Billing Email:

srihn@co.atascosa.tx.us

Name of Signer:

Tracy Barrera

Signer's Title:

Atascosa County Auditor

Signature:

Signer's Telephone:

(830) 769-2341 / (830) 769-3620

Signer's Email:

tbarrera@co.atascosa.tx.us

Date:

July 22, 2024

SCHEDULE A – Fees and Pricing

- 1. PetPoint Annual Subscription Fee:** The Client shall choose one (1) of the annual software subscription options and pay Pethealth the subscription fee as outlined below on an annual basis. The PetPoint Annual Software Subscription fee shall be due on the first day of each contract year. A quarterly payment option is available.

2.

PetPoint Professional:

- a) With Phone and Chat Support - \$9,000

PetPoint Professional – Advantage Program:

- a) Online Support - \$0.00
b) Phone and Chat Support – \$1,000

PetPoint Enterprise (Builders and Constituent Services not included):

- a) Phone and Chat Support - \$10,000

PetPoint Enterprise (Builders and Constituent Services not included) – Advantage Program:

- a) Phone and Chat Support - \$2,500

2. Subscription Includes:

PetPoint Professional:

- a) One application and database instance of PetPoint Professional.
b) Hosting and file storage on Microsoft Azure

PetPoint Enterprise:

- a) One application and database instance of PetPoint Enterprise.
b) Hosting and file storage on Microsoft Azure
c) Advanced Productivity Suite

3. Onboarding Fee: A one-time onboarding fee shall be paid by the Client to Pethealth at the commencement of this Agreement as outlined in Schedule D.

Included in the onboarding fee:

- a) Computer-based learning courses (20+ hours of available courses as required).
b) Project managed by Engagement Team Member consisting of regular check-ins throughout the self-guided onboarding.
c) Online web form support during business hours*.

*Monday through Friday 9:00 a.m. to 6:00 p.m. eastern time, except for Pethealth observed holidays.

4. Additional Services: Additional Services shall be offered and priced by a separate Statement of Work. These services may include, but are not limited to data conversion, custom development, configuration, report building and end user training.

5. Pet Licensing Fee (applicable to Clients with Constituent Services): The Client accepts that there will be a fee, as outlined below, for each pet license issued by the Client via PetPoint Application's online licensing. Beginning in year two (2), the Client shall receive an invoice at the commencement of each contract year for all licenses issued during the previous contract year. The Client shall pay Pethealth any invoice charges in accordance with Section 5.3 of this Agreement.

Number of Pet Licenses Issued:	1 – 50,000	50,001 – 100,000	>100,000
License Fee:	\$0.75 per license	\$0.50 per license	\$0.25 per license



SCHEDULE B – Pethealth Advantage Program

By initialing below and on Schedule C, the Client agrees to the following terms and conditions outlined in this Schedule B and Schedule C regarding the usage and promotion of Pethealth microchips, lost pet recovery services, email offerings and adoptable pet promotion (collectively, the “Pethealth Advantage Program”).

1. Pethealth Advantage Program:

- a) The Client shall exclusively purchase, use, recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) in their facilities (including any affiliate facilities, branches or clinics under the Client’s control) for the implantation and identification of all canine and feline companion animals, as specified below.
- b) The Client shall implant all canine and feline companion animals offered for adoption with a Pethealth microchip, unless such animal is already microchipped at time of intake. The Client shall also exclusively use Pethealth microchips for any implantation and identification of canine and feline companion animals in the communities serviced by the Client.
- c) The Client shall register all microchips, regardless of brand, in the Pethealth microchip lost pet recovery program via the Application, including a valid email address and phone number from the owner or adopter, within 48 hours of receiving such information.
 - a. Pethealth reserves the right to charge a fee of \$4.85 for each non-Pethealth microchip registered if the Client discontinues their participation in the Pethealth Advantage Program.
- d) The Client shall recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) to its affiliate facilities, branches, clinics, partners, including vendors, suppliers and other members of the animal welfare industry.
- e) The Client shall not purchase, recommend or promote any competitor’s microchip or lost pet recovery program in their facilities (including any affiliate facilities, branches or clinics under the Client’s control). Notwithstanding the foregoing, the Client shall not be required to implant a Pethealth microchip into canine and feline companion animals that have already been microchipped.
- f) The Client shall begin using Pethealth microchips within 30 days following the Effective Date of this Agreement.

2. Pethealth Email Offerings:

- a) The Client must inform adopters of the email offerings brought to you by Pethealth, Pethealth Subsidiaries and/or our Parent companies along with the possibility of third parties, effective on the day of the Clients go live of their software.
 - a. From time to time we may change what offers are provided to your adopters, but prior to making those changes Pethealth will communicate what those offerings will be 90 days in advance in writing.
- b) The Client must collect consent, as per Schedule C, in order for the adopter to receive the email offers.

3. Adoptable Pet Promotion:

- a) The Client shall post pets available for adoption on their website(s) using the PetPoint Adoptable Search API, which is provided as part of the Application.
- b) The Client agrees that the format used to display animal data using the PetPoint Adoptable Search API cannot be altered by the Client. Pethealth may alter, change or modify the PetPoint Adoptable Search API and any related websites without prior notification. The Client acknowledges that the format used to display the animal data is owned by Pethealth and as such may contain messaging by Pethealth or third-parties authorized by Pethealth.
- c) The Client shall include on its website a hyperlink to the 24PetWatch website.
- d) The Client shall inform Pethealth of marketing opportunities, including through the Client’s shelter or rescue group, as applicable.
- e) The Client shall allow Pethealth to use the Client’s name and logo in Pethealth marketing materials.
- f) The Client shall begin using the PetPoint Adoptable Search Module on the day of go live.

SCHEDULE C – Collection of Consent

The Client or its Personnel shall inform all adopters and any pet owner where a microchip has been implanted of the exemption of Pethealth under Section 552.1177 Subsection (b) of the *Texas Public Information Act* as set out in 13.1 of the Agreement, and shall solicit the consent of all adopters and any pet owner where a microchip has been implanted (the “**Consenting Parties**”) to receive communications from Pethealth Inc. or its subsidiaries (the “**Communications**”).

In such instances, the Client agrees that:

- a) The Client or its Personnel shall solicit each Consenting Party’s express consent to receive the Communications.
- b) In soliciting the consent described above, the Client or its Personnel shall ensure that:
 - i. the Consenting Party has been informed of the exemption under Section 552.117, Subsection (b),
 - ii. the form of consent requires each Consenting Party to “opt-in” to (rather than “opt-out” of) providing its consent; and
 - iii. each Consenting Party has an opportunity to decline or revoke its consent.
- c) The Client will record each Consenting Party’s consent (or lack thereof) in the Application in the appropriate consent fields.
- d) The Client shall maintain any written or recorded evidence of each Consenting Party’s consent (or lack thereof) and deliver such evidence to Pethealth immediately upon request.
- e) At all times, the Parties shall treat all records and evidence of each Consenting Party’s consent (or lack thereof) as Confidential Information.
- f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party’s consent (or lack thereof) as described in this Schedule C.
- g) The Client shall adopt any other practices as requested by Pethealth to comply with applicable law (including, but not limited to, any applicable anti-spam legislation) in respect of the activities described in this Schedule C.

[Remainder of page is intentionally left blank.]



SCHEDULE D – PetPoint Payment Summary

PetPoint Annual Subscription Fee				
PetPoint Subscription Type		Fee Per Year	# Concurrent Licensed Users	Total Fee
	PetPoint Professional Advantage Program– Phone and Chat Support	\$1,000	Unlimited	
	PetPoint Professional Advantage Program – Online Support	\$0.00	Unlimited	
	PetPoint Professional – Phone and Chat Support	\$9,000	Unlimited	
X	PetPoint Enterprise Advantage Program (without Builders and Constituent Services) – Phone and Chat Support	\$2,500	Unlimited	
	PetPoint Enterprise (without Builders and Constituent Services) – Phone and Chat Support	\$10,000	Unlimited	
Total Annual PetPoint Subscription Fee				

Onboarding Fee				
Onboarding Type			Due Date	Total Fee (one time fee)
X	Professional X Enterprise X Foster Behavior X Care Activity	X Medical Scheduling X Lost & Found Case Licensing Custom Training	10 Business Days	\$1,300.00
Total Onboarding Fee				\$1,300.00

PetPoint Annual Subscription Fee Payment Frequency	
Frequency	
X	Annual
	Quarterly
	Not Applicable

[Remainder of page is intentionally left blank.]



SCHEDULE E – Form of Amending Agreement

PETPOINT APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the “Amending Agreement”) is made and entered into as of (the “Effective Date”), by and between:

Pethealth Services (USA) LLC,
223 West Erie Street, Suite 6W
Chicago, IL 60654
 (“Pethealth”)

-and-

<Client Name>
<Client Address>
<Client Address>
(the “Client”)

Both Parties entering into the PetPoint Application Service Provider Agreement dated as of (the “Agreement”) wish to amend the Agreement on the terms and conditions described in this Amending Agreement.

In consideration of the Parties agreeing to amend their obligation in the existing Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

1. Amendments

Original Provision	Amended Provision
[Original language of first provision to be amended]	[Amended language of first provision to be amended]
[Original language of second provision to be amended]	[Amended language of second provision to be amended]
etc.	etc.

2. No Other Change

Except as provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect and will be read with this Amending Agreement.

3. Terminology

Capitalized terms not defined in this Amending Agreement shall have the meaning as described in the Agreement.

[Remainder of page intentionally left blank.]



By signing this Amending Agreement, both parties are entering into the Amending Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) LLC.

Address:
223 West Erie Street, Suite 6W
Chicago, IL 60654

Telephone:
1-866-600-4815

Email:
info@PetPoint.com

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:
1-866-630-7387 ext. _____

Signer's Email:

Date:

CLIENT:

Billing Address:

Telephone:

Billing Email:

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:

AGENDA REQUEST (GENERAL)

Agenda Item 23.

Meeting Date: 07/22/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve allocating \$35,000.00 of

Tracy Barrera: ARPA funds to go towards the Atascosa County Economic Development Corporation.