



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

An agenda packet containing detailed information on the items listed below is distributed to the County Judge, Commissioners, and County Clerk the Friday preceding the meeting. The agenda packet is also posted on the county website at www.burnetcountytexas.org, under Public Meetings. A hard copy of the agenda packet is available in the County Clerk's office. Our Mission Statement: The mission of Burnet County is to maintain overall efficient and effective management of county resources while providing the services mandated by state and federal law and desired by the citizens of Burnet County.

REGULAR MEETING DATE: Tuesday JANUARY 9, 2024

MEETING TIME: 9:00 a.m.

MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation from Central Texas Water Coalition (CTWC) (Oakley)
5. Discussion and/or action regarding the appointment of Felicia Sanchez to ESD #2 (Luther)
6. Discussion and/or action regarding the reappointment of John White to ESD #4 (Wall)
7. Discussion and/or action regarding the reappointment of Pam McGregor to ESD #3 (Luther)
8. Discussion and/or action regarding the approval to enter the private property of Wayne Wall at the SW corner of CR 408N and CR 404 to remove brush to improve driver visibility and public safety, therefore serving a public purpose (Dockery)
9. Discussion and/or action regarding a survey for Oakalla Community Center/ Volunteer Fire Department land (Oakley)
10. Discussion and/or action regarding a policy for non-travel related meals (Oakley/K.Smith)

Attachments

In-County meals

11. Discussion and/or action regarding acknowledgment/certification that the County will not reduce the amount of funds provided to the County Attorney, District Attorney, Sheriff or Constables because of funds received under SB22 (Oakley/K.Smith)
12. Discussion and/or action regarding the approval to accept and sign the statement of grant award for Texas Indigent Defense Commission for FY2024 Indigent Defense Improvement Grant for an additional Social Worker for the North Hill Country Public Defender's Office. The amount of grant is \$75,090.00 with a match shared by Burnet, Blanco, and Llano counties of \$15,018.00. The grant period is 1/1/24 - 9/30/24 (Oakley)

Attachments

Public Defender Grant

13. Discussion and/or action regarding the release of Subdivision Maintenance Bond #726120-M, in the amount of \$555,091.00 , for Spicewood Trails Subdivision (Dockery)

14. **Executive Session.** Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551/071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).
15. Reconvene in Open Session.
16. Discussion and/or action regarding items discussed in Executive Session.
17. Discussion and/or action regarding Department Updates:
18. Acknowledgment of Receipt:
 - a. Burnet Fire Response Times
 - b. Building and Septic Permit Report

Attachments

October Ems report
November Ems report
December Ems report
Bldg and Septic report

19. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Interlocal Cooperation Agreement between the City of Burnet and Burnet County to provide support for the Herman Brown Library
 - b. Approval to sign the Information Sharing Agreement with Homeland Security (DHS)/ federal Emergency Management (FEMA) for the Hazard Mitigation Grant Program for grant to update the Hazard Mitigation Plan through Texas Department of Emergency Management

Attachments

Interlocal City of Burnet
FEMA

20. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
21. The following items are part of the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:
 - a. Consideration and approval of any pending personnel issues within the policy.
 - b. Consideration and approval concerning budget amendments.
 - c. Consideration and approval concerning budget line item transfers.
 - d. Consideration and authorization of payment of claims previously approved by the County Auditor.
 - e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - f. Consideration and approval regarding Departmental equipment requests and/or property transfers.
 - g. Correspondence.

22. Discussion regarding any previous agenda items.
23. Calendar Review.
24. Adjournment

The Commissioners' Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney) 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations) Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues). Compliance with the Americans with Disabilities Act, Burnet County will provide for reasonable accommodations for persons attending Commissioners' Court. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Ms. Stephanie McCormick, Commissioners' Court Coordinator, at (512) 715-5276. Please note, the location of the meeting is subject to change based upon availability of the Courtroom. If meeting location is changed, notice at the above meeting location shall be posted to ensure public access to meeting is granted.

Posted by 5:00 o'clock P.M. on the 5th day of January 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

10.

Meeting Date: 01/09/2024

Subject

Discussion and/or action regarding a policy for non-travel related meals (Oakley/K.Smith)

Attachments

In-County meals

11.09 NON-TRAVEL MEALS

This policy provides guidelines to departments concerning when non-travel meals, refreshments and related expenses may be paid for from County funds.

Generally, meals provided to employees are considered taxable wages that must be reported on form W-2, subject to Federal income tax withholding, social security and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC), IRC §61. § 3121, § 3401.

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically-either as advances or reimbursements-for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. IRC § 62(c); Reg §1.62-2©; Reg§1.274-5T.

Adequate accounting per IRS publication 5137 states, “The employee must verify the date, time, place, amount and business purpose of expenses. Receipts are required unless the reimbursement is made using per diem rates (per diem rates are only available for certain expenses). Treas. Reg. 1.62-2(e), IRC Section 274(d) and Revenue Procedure (Rev. Proc.) 2011-47”

Government Code §611.001 Employees may be reimbursed with public funds for meal expenses only to the extent the expenses are reasonable and necessary.

The Burnet County Commissioners’ Court authorizes reimbursement for non-travel expenditures of food or refreshments as allowed by law for the following:

- Jurors (Code of Criminal Procedure Art. 104.001)
- Prisoners (Code of Criminal Procedure Art. 104.002)
- AgriLife Extension (Agriculture code §43.033)
- Annual County-wide events approved by the Commissioner’s Court such as: the HHW event and the annual county-wide employee appreciation banquet.
- Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. Such as employees performing road work or outdoor maintenance work.

Reimbursement for all other non-travel meals paid for with county funds must be approved by the Commissioners’ Court. County credit cards may not be used for meal expenditures not listed in this policy without prior approval from the Commissions’ Court.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
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Regular Session

12.

Meeting Date: 01/09/2024

Subject

Discussion and/or action regarding the approval to accept and sign the statement of grant award for Texas Indigent Defense Commission for FY2024 Indigent Defense Improvement Grant for an additional Social Worker for the North Hill Country Public Defender's Office. The amount of grant is \$75,090.00 with a match shared by Burnet, Blanco, and Llano counties of \$15,018.00. The grant period is 1/1/24 - 9/30/24 (Oakley)

Attachments

Public Defender Grant



CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Joseph "Joe" Moody
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Jay Cohen
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Scott Ehlers

December 20, 2023

The Honorable James Oakley
Burnet County Judge
Via E-mail: countyjudge@burnetcountytexas.org

RE: FY2024 Statement of Grant Award – Grant # MH-24-007

Dear Judge Oakley:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Burnet County a **FY2024 New Improvement Grant** in the amount of **\$60,072** for the **North Hill County Regional Public Defender Additional Mental Health Social Worker**. Your Statement of Grant Award for fiscal year 2024 is attached. Please sign and return via e-mail the Statement of Grant Award to **Edwin Colfax** at Grants@tidc.texas.gov. You do not need to mail a copy.

Please note that this award was approved in the middle of the funded fiscal year. The award has been adjusted to cover the remaining nine months of FY2024.

Congratulations to Burnet County on taking the lead in Texas by developing this indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy: ksmith@burnetcountytexas.org

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
www.tidc.texas.gov
Phone: 512.936.6994

TIDC
TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2024 Improvement Grant

Grant Number: MH-24-007
Grantee Name: Burnet County
Program Title: **Regional Public Defender Additional Social Worker**
Grant Period: 1/1/2024-9/30/2024
Grant Award: **\$60,072**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Burnet County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

FY2024 Approved Grant Program Budget (9 months)	
1) Personnel (Total Number of FTEs: 1)	\$48,578
2) Fringe Benefits	\$18,762
3) Travel and Training	\$3,375
4) Equipment	\$4,000
5) Supplies	\$375
6) Contract Services	0
Total Approved Budget	\$75,090
Less Cash from Other Sources- County Match	\$15,018
Total Amount Funded by Commission	\$60,072

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2023, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Grant Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award as necessary and submit it to the Commission by November 1, 2023.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (must print or type)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget appearing in the Statement of Grant Award is based on costs for a 9-month period due to the approval of the grant in the middle of the fiscal year. Equipment and start-up costs listed in the first-year start-up budget will not be carried forward into subsequent years of funding.
- The County must provide to TIDC the minimum job requirements and a full job description of the staff positions specified under this project for approval before positions are publicly posted.
- The County must develop and provide to TIDC written policies and procedures for the new or expanded program that address intake processes and how the program services will be provided. The program policies and procedures document must be provided to TIDC within 1 month of the program start date.
- The program policies and procedures document must address how the program will coordinate with, and not duplicate the work of, existing mental health systems. The plan must demonstrate how the County will identify and incorporate available mental health screening, assessment, treatment, and community services available to the defendants served by the grant program. The plan must also address how the positions funded under this grant will fit into the County's methods of operation for the identification of mentally ill arrestees and for providing assessment, treatment, and bonding options to these arrestees under Article 16.22 and Article 17.032 of the Texas Code of Criminal Procedure.
- This grant requires quarterly progress reports to provide information on the operation of the program. The TIDC grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the report. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- In addition to quarterly progress reports, the County must submit quarterly staffing reports detailing hire dates, separation dates, vacancies, and actual salaries each month for each position funded under the grant.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County must submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Requests to revise the scope, target, or staffing of the project, or substantively alter project activities require advance written approval from TIDC. Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of TIDC. All grant modifications must be submitted in writing and signed by the Authorized Official as designated in the TIDC Improvement Grant Program Commissioners Court Resolution.

2024 Burnet County Improvement Grant Application Narrative
NHCPD Add'l Mental Health Case Worker
Multi-year

a. Application Form

Counties Represented: **Blanco, Burnet, Llano**

Fiscal Year: **2024**

State Payee Identification Number: **74-6000454**

Division To Administer Grant: **Texas**

Program Title: **NHCPD Add'l Mental Health Case Worker**

Requested Grant Amount: **\$79,029.00**

Authorized Official: **James Oakley**

Financial Officer: **Karin Smith**

Program Director: **J. Allan Garrett**

Mailing Address: **220 S. Pierce St; Burnet, TX 78611**

b. Introduction (Executive Summary)

The North Hill Country Public Defender seeks grant funding for an additional Mental Health Social Worker. The needs of mental health clients within the 424th and 33rd Judicial District, are in-depth, systemic, and multi-faceted. The NHCPDO is in need of an additional Social Worker to transform from a reaction-basis provision of services to long-term diversion planning ("LTDP"). That is, to transform how we help clients from a triage basis to one of planning.

c. Problem Statement

A mental health social worker was added to the office in October 2021 as part of the North Hill Country Public Defender's Office (NHCPD) funded by TIDC. The office expanded into a tri-county office covering Burnet, Llano, and Blanco Counties. This coverage region is home to a population of 84,818 pursuant to the 2021 census. Population density is increasing; in 2020 a new development was slated to add 1250 homes (1), in 2021, a new development began to add 1,966 single-family residential homes, 924 multifamily units and 150 active adult units(2), and last month a new 3,500 housing development was approved by the Burnet County Commissioner's Court.(3) Our mental health social worker was added to the office in October 2021 as part of the expansion advanced by TIDC. Her caseload built rapidly. 2022 metrics demonstrate involvement in 20% of felonies (166/805) and 19.5% of misdemeanors (78/399) for the region. She operates at an eight-to-one attorney to social worker ratio; when fully staffed, this will be nine-to-one. Her involvement is always in-depth and that is a function of the current lack of resources in the region.

The LMHA in Blanco and Llano Counties provides level one care only which constitutes one phone call a month. The Llano and Blanco LMHA subcontracts crisis services with a third-party vendor in another county. Response times are highly variable and limited. In 2022 there were two suicide attempts in the Llano County Jail, each requiring days to secure a hospital bed for each patient who remained in the jail in the interim. Llano County jail is non-compliant with the Texas Commission on Jail Standards. While Burnet County has a more responsive LMHA their jail diversion staff member has had his time divided as he is now required to cover two counties. (This is further complicated in that the Burnet jail houses inmates for other counties.)

The coverage region has one male and one female sober house, both are small and provide recovery care. Besides AA and NA meetings and post-SAFPF drug court there is no substance abuse treatment in these counties. While Blanco, Burnet, and Llano have CRCs and one is slated for development in Kingsland the region remains in the infancy for provision of social services to indigent mental health clients.

Your social worker's involvement is intensive. In most cases, she is confronted with a multi-front battle to secure resources and best outcomes for mentally ill clients. Typically, she will be communicating with the client, community contacts such as a family member or friend, the attorney, will accompany client and attorney to court to help a mentally ill client navigate these waters, the LMHA, and novel contacts as the case necessitates. This can include full-bore crisis intervention with a client in complete meltdown.

The increasing focus of her involvement with LTDP are an emergent group of clients whose condition is caused by mental illness and self-medication they are disqualified for many resources because of "substance abuse." IDD is emerging as a serious issue in the tri-county area. While free, their families or friends (or frankly, users/abusers) do what they can but cannot provide sufficient care and in each instance are overwhelmed by the challenges of poverty, lack of community resources, self-interest, and the emotional burden. The current system addresses the needs of these clients by cycling them in and out of jail and at times deporting them for a brief stint in an out of county mental hospital. This population alone is sufficient work for one full-time social worker.

To address these issues for our clients, especially IDD clients, our social worker and attorneys have met with the County Court at Law Judge in Burnet, Judge Nelson, and regional County Judges to facilitate macro level conversations. These meetings have resulted in more engagement from stakeholders and we are beginning to see the emergence of a de facto working group. This macro level work requires your social worker to travel more and

while she multi-tasks to the extent possible while on the road this work is intensive. This is necessary to forge the relationships and develop understanding to get buy in from all stakeholders.

Because of the non-responsive and inconsistent responses of the LMHAs she has to find other novel solutions such as finding doctors to conduct evaluations (such as CMEs) in a rural area. There is no OCR resource in our region, and so, she is also pioneering OCR procedures by using out-of-county resources. The time required to build these relationships is incredible and has required her to spend an immense amount of time on the phone and on the road. In the midst of all this she is working to transform the system from a triage basis to one of actual long-term planning. To this end, in April she is conducting a regional mental health training among all stakeholders (roughly one hundred souls) as we strive to align our client's interests with the sparse resources of a rural region. Her action as a change agent has greatly increased the involvement of Burnet County Sheriff's Office Mental Health Deputies in actual jail diversion and they are also reaching out to other local departments to train them in these skills.

LTDP work is intensive and she does not have enough time for more routine tasks such as mental-health assessments, record requests and review, participation in mitigation work, and assisting attorneys in aiding competent but mentally ill clients. LTDP makes sense because, ultimately, we are 1) re-allocating taxpayer funds from a punitive penal context into a recuperative context; 2) ending needless suffering and depersonalization. Respectfully and humbly, we are asking you to help us be the fulcrum of change by funding another mental health social worker to allow your mental health social worker to focus on LTDP.

Resources:

1 Beginning in 2020 Gregg Ranch in Marble Falls began efforts to add 1250 homes to the region.

<https://www.kvue.com/article/money/economy/boomtown-2040/marble-falls-gregg-ranch-240-acres-boomtownnew-homes/269-ced2396c-b7c6-4dde-ac40-3cf0f525a47b>

2 In July of 2021 construction began on the Thunder Rock development in Marble Falls, ultimately slated to constitute 1,966 single-family residential homes, 924 multifamily units and 150 active adult units.

<https://www.kxan.com/news/more-than-2000-homes-slated-for-new-marble-falls-mixed-use-development/>

3 In early February 2023, Burnet County Commissioner's Court approved a new 3500 home development for Spicewood. <https://www.kxan.com/news/local/hill-country/burnet-county-commissioners-ok-part-of-thomas-ranchdevelopment-plan-that-falls-within-county-line/>.

d. Objectives

Our central objective in adding a caseworker is to expand jail diversion and, most significantly, establish LTDP for patients that are spending their lives in-and out of jail and mental hospitals and to establish OCR in the region. As we move from a triage basis to one of planning and provision we will end the needless suffering in jail and sequential cascading trauma and humiliation of being arrested and depersonalized over and over again.

To do this, your social work division would

1. Hire one more caseworker within 90 days of funding.
2. Meet with current IT personnel to address gaps in tracking data and how to use the current data system and expand its usage.
3. Expand the current system to track additional details.
4. Continue pursuit of LTDP for the most vulnerable of our clients.
5. Provide increased support to the Llano/Blanco offices with Social Work presence, knowledge, case management, and resource provision.

We will separate job duties in the following way:

Our new mental health social worker would:

Monitor Article 16.22 compliance-an ongoing problem with jail staff, magistrates, and local MHMR personnel.

Work to ensure proper services are provided.

Receive training in the Chapter 46B standards and procedures, aiding in early identification and advocacy for potentially incompetent clients, and coordinating services with evaluators, treatment providers, the courts, and other interested parties. Accompanying clients to intake and screening appointments to aid in navigating service providers' requirements.

Assess clients for mental-health issues, using established tools with the objective of providing early intervention.

Data collection and collation.

Our current mental health case worker would:

Provide higher-level services to a focused group of high-needs clients.

Continue to develop relationships with and coordinate trainings with administration at the MHMR provider, with a goal towards greater longer-term systemic improvements.

Provide in-court testimony as necessary.

Advocate with the local stakeholders.

Assist in high-level mitigation evidence development (for sex-based offenses and murder cases).

e. Activities

The additional caseworker would split the tri-county social worker caseload and cooperate with our chief caseworker in our efforts to expand services to mental health clients. In addition, the new caseworker would meet with current IT

personnel to address gaps in tracking data and how to use the current data system and expand its usage. Expand the current system to track additional details:

List of services SW refer people to: homelessness, drug treatment, med managements, benefits apps, civil needs etc

Data showing the number of referrals

Data showing the type of referrals made: use it for funding discussions and to increase services in this area

Competency waitlist number - broken down to misdemeanor vs. felony

The length of stay on the waitlist

Diversion options

Number of people who were restored to competency without going to state hospital (those that got re-evaluated by HHSC)

The number of arrests each month

Number of arrests for criminal trespass (or other common charges that highly correlate with MH/IDD)

The number of 16.22 requests made each month

Number of 16.22 orders granted

Number of 16.22 assessments completed

Number of cases declined/dismissed due to MH/IDD

Number of individuals who do voluntary inpatient treatment

Number of individuals who do involuntary inpatient treatment

Number of individuals sent to outpatient treatment (probably as condition of bond)

Number of individuals that SW work with that fail to appear in court

f. Evaluation

In addition to the specific grant performance measures and the Indigent Defense Expenditure Report measures provided to TIDC, the NHCPDO will track monthly and report quarterly to the Oversight Board, the Commissioner's Courts, and TIDC the following:

1. Documentation of the hiring of the additional social worker.
2. Quarterly reports that document the number of clients the social worker is involved with and a breakdown of service involvement including:
 - a. OCR clients
 - b. LTD clients
 - c. Clients screened for competency
 - d. Clients screened for IDD
3. Intake and referral forms will be kept in client's digital file.

g. Future Funding

The NHCPDO is currently in its second year of its grant and is funded 33.3% by Burnet, Llano, and Blanco Counties. Following year three, the counties will modify their interlocal agreements to reflect changes in costs.

h. Budget Narrative and Budget Form

Hourly rate would be \$31.14 for an annual salary of \$64,771.

Medicare, insurance, retirement, workers compensation, unemployment and SBD would approximate at \$25,015 creating a total personnel cost of \$89,786.

Travel is estimated at \$2,500 with gas prices in recent years seeing severe fluctuation and supply chain issues, as well as the fact the NHCPD covers a tri-county area.

Training and Conference would have a budget of \$2,000.

Office supplies would have a budget of \$500.

One-time set-up costs such as computer and accessories are calculated at \$4,000. The total project budget would be \$98,786. Requested grant amount is \$79,029 or 80%. Any additional years would be 66.67% Matching funds for the first year would be \$19,757 or 20% and would be spread across the tri-county area. Any additional years would be 33.33%.

Considering the NHCPD is currently receiving an improvement grant, if requested this project could be absorbed into the other project for a unified project in FY25.

Personnel Costs		\$89,786.00
FTE's	1.00	
Salary	\$64,771.00	
Fringe Benefits	\$25,015.00	
Travel and Training		\$4,500.00
Equipment		\$4,000.00
Supplies		\$500.00
Contract Services		
Indirect		

Total	\$98,786.00
Required County Match	
Total less County Match	\$98,786.00

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at <https://tidc.tamu.edu>.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
January 2024 through March 2024	Grant Expenditure Report Progress report	April 15, 2024	May 2024
April 2024 through June 2024	Grant Final Expenditure Report Final Progress report	July 15, 2024	August 2024
July 2024 through September 2024	Grant Expenditure Report Progress report	October 15, 2024	November 2024

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

18.

Meeting Date: 01/09/2024

Subject

Acknowledgment of Receipt:

- a. Burnet Fire Response Times
- b. Building and Septic Permit Report

Attachments

October Ems report
November Ems report
December Ems report
Bldg and Septic report

Burnet County Response Times Oct. 2023
Burnet FD

Column1	Column2	Column3	Column4	Column7	Column8	Column9	Column10	Column11
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition			
10/1/2023 8:16	23-3511	0:08:00	Medic 3	Cr 333 & Cr 330	Patient Refused Evaluation/Care			
10/1/2023 8:30	23-3512	0:08:00	Medic 4	Oaks RD	Patient Refused Evaluation/Care			
10/1/2023 9:23	23-3513	0:18:00	Medic 4	BLK US 183	Patient Refused Evaluation/Care			
10/1/2023 11:00	23-3514	0:02:00	Medic 1	CR 340A	Transported No Lights/Siren			
10/1/2023 15:28	23-3518	0:21:00	Medic 4	CR 210	Transported Lights/Siren			
10/2/2023 5:15	23-3519	0:03:00	Medic 4	1100 Blk E SH 29	Patient Refused Evaluation/Care			
10/2/2023 6:39	23-3520	0:13:00	Medic 3	281& Co Rd 103	Transported No Lights/Siren			
10/2/2023 9:14	23-3521	0:17:00	Medic 4	Oaks Road	Patient Refused Evaluation/Care			
10/3/2023 5:11	23-3530	0:08:00	Medic 4	Co Rd 268	Transported No Lights/Siren			
10/3/2023 9:03	23-3533	0:10:00	Medic 4	W SH 29	Cancelled (No Patient Contact)			
10/3/2023 10:05	23-3534	0:19:00	Medic 1	Park Rd 4 W	Transported No Lights/Siren			
10/3/2023 14:04	23-3535	0:03:00	Medic 4	W South St	Transported No Lights/Siren			
10/3/2023 17:20	23-3536	0:12:00	Medic 1	Turkey Lane	Transported No Lights/Siren			
10/4/2023 11:43	23-3541	0:09:00	Medic 4	CR 267	Transported No Lights/Siren			
10/5/2023 14:00	23-3556	0:13:00	Medic 3	FM 2340	Transported No Lights/Siren			
10/6/2023 13:10	23-3572	0:10:00	Medic 1	Deer Springs Loop	Transported No Lights/Siren			
10/6/2023 13:27	23-3573	0:05:00	Medic 2	FM 3509	Patient Treated, Released (AMA)			
10/6/2023 18:55	23-3577	0:21:00	Quint 1	S. Water Street	Cancelled (No Patient Contact)			
10/7/2023 20:27	23-3592	0:28:00	Medic 4	Fm 2657	Transported No Lights/Siren			
10/7/2023 20:41	23-3593	0:09:00	Medic 3	S Hwy 281	No Treatment/Transport Required			
10/8/2023 7:56	23-3599	0:11:00	Medic 3	S 281	Transferred Care to Another EMS Professional			
10/8/2023 13:07	23-3601	0:19:00	Medic 1	Greenwood Hills Trl	Transported Lights/Siren			
10/8/2023 13:25	23-3602	0:06:00	Medic 4	S FM 1174	Transported No Lights/Siren			
10/8/2023 14:48	23-3603	0:14:47	Medic 1	CR 130	Transported No Lights/Siren			
10/9/2023 4:04	23-3608	0:21:00	Medic 1	Loma Vista Dr.	Transported No Lights/Siren			
10/9/2023 7:40	23-3609	0:06:00	Medic 3	Laco Lane	Transported No Lights/Siren			
10/9/2023 9:46	23-3610	0:09:00	Medic 4	CR 252	Patient Refused Evaluation/Care			
10/9/2023 21:35	23-3616	0:06:00	Medic 4	CO RD 274	Transported No Lights/Siren			
10/10/2023 7:16	23-3621	0:14:00	Medic 1	Palm	No Treatment/Transport Required			
10/10/2023 8:37	23-3622	0:05:00	Medic 4	Oaks Rd	Transported No Lights/Siren			
10/10/2023 20:07	23-3631	0:12:00	Medic 4	Co Rd 337	Transported No Lights/Siren			
10/10/2023 21:08	23-3632	0:26:00	Medic 3	CR 323A	Transported No Lights/Siren			

Burnet County Response Times Oct. 2023
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10/11/2023 3:32	23-3633	0:31:00	Medic 4	Co Rd 322	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
10/11/2023 8:34	23-3636	0:49:00	Medic 4	Co Rd 252	Transported No Lights/Siren
10/11/2023 18:32	23-3644	0:07:00	Medic 4	FM 1174	Transported No Lights/Siren
10/11/2023 21:10	23-3645	0:09:00	Medic 4	Co Rd 266	Transported No Lights/Siren
10/12/2023 8:59	23-3651	0:09:00	Medic 1	CR 112	Transported No Lights/Siren
10/12/2023 11:20	23-3653	0:13:00	Medic 4	Co Rd 337	Transported No Lights/Siren
10/12/2023 15:24	23-3654	0:04:00	Medic 4	Cowboy Lane	Patient Refused Evaluation/Care
10/12/2023 18:19	23-3658	0:15:00	Medic 3	Oaks Rd	Patient Treated, Released (AMA)
10/12/2023 20:23	23-3659	0:05:00	Medic 4	Oaks Road	Patient Refused Evaluation/Care
10/13/2023 2:26	23-3661	0:14:00	Medic 4	CR 274	Transported No Lights/Siren
10/13/2023 8:48	23-3663	0:02:00	Medic 4	W Vaughn Street	Transported No Lights/Siren
10/13/2023 13:12	23-3666	0:02:00	Medic 4	S Fm 1174	Transported No Lights/Siren
10/13/2023 15:30	23-3669	0:08:00	Medic 1	US 281	No Treatment/Transport Required
10/13/2023 15:31	23-3668	0:06:00	Medic 4	E Johansson Street	No Treatment/Transport Required
10/14/2023 13:45	23-3682	0:26:00	Medic 4	FM 963	Patient Refused Evaluation/Care
10/14/2023 16:07	23-3686	0:09:00	Medic 4	CR 274	Transported No Lights/Siren
10/15/2023 1:09	23-3691	0:05:00	Medic 4	Sparrow Lane	Patient Refused Evaluation/Care
10/15/2023 23:14	23-3702	0:09:00	Medic 4	FM 243	Cancelled on Scene/No Patient Found
10/16/2023 19:59	23-3707	0:14:00	Medic 1	Block Of PR 4 W.	No Treatment/Transport Required
10/16/2023 19:59	23-3707	0:14:00	Medic 3	Blk PR 4 W	Transported No Lights/Siren
10/16/2023 19:59	23-3707	0:14:00	Medic 1	Block Of PR 4W.	Patient Refused Evaluation/Care
10/16/2023 19:59	23-3707	0:14:00	Medic 1	Block Of PR 4W	No Treatment/Transport Required
10/16/2023 20:20	23-3708	0:13:00	Medic 7	Co Road 205	Transported No Lights/Siren
10/16/2023 21:01	23-3710	0:13:00	Medic 1	FM 1174	Transported No Lights/Siren
10/16/2023 23:31	23-3712	0:19:00	Medic 1	Iroquois drive	Patient Refused Evaluation/Care
10/17/2023 6:46	23-3713	0:11:00	Medic 3	Blk CR 200	Cancelled (No Patient Contact)
10/17/2023 8:22	23-3715	0:10:00	Medic 1	FM 3509	Transported No Lights/Siren
10/17/2023 10:16	23-3716	0:12:00	Medic 3	CR 330	Patient Refused Evaluation/Care
10/17/2023 10:26	23-3717	0:02:00	Medic 1	BLK RR 2341	Patient Refused Evaluation/Care
10/17/2023 18:05	23-3721	0:16:00	Medic 1	CR 134	Transported No Lights/Siren
10/17/2023 18:07	23-3722	0:23:00	Medic 4	Cr 213	Patient Treated, Released (AMA)
10/17/2023 18:14	23-3723	0:22:00	Medic 4	Blk FM 243	Transported Lights/Siren, Downgraded
10/17/2023 18:14	23-3723	0:31:00	Medic 2	Block 243	No Treatment/Transport Required

Burnet County Response Times Oct. 2023
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10/17/2023 20:45	23-3727	0:07:00	Medic 3	CR 330	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
10/18/2023 1:40	23-3729	0:03:00	Medic 4	Hutto Street	Transported No Lights/Siren
10/18/2023 2:13	23-3731	0:10:00	Medic 3	W SH 29	Transported No Lights/Siren
10/18/2023 13:06	23-3735	0:24:00	Medic 4	Sonora Dr	Transported No Lights/Siren
10/18/2023 16:53	23-3739	0:06:00	Medic 4	Oaks Rd	Transported No Lights/Siren
10/18/2023 22:28	23-3744	0:08:00	Medic 3	N US 281	No Treatment/Transport Required
10/19/2023 16:55	23-3752	0:11:00	Medic 3	Johnson St	Transported No Lights/Siren
10/19/2023 22:39	23-3756	0:11:00	Medic 4	CR 304	Transported No Lights/Siren
10/20/2023 13:23	23-3767	0:16:00	Medic 4	W SH 29	Patient Refused Evaluation/Care
10/20/2023 14:12	23-3768	0:13:00	Medic 4	Live Oak Drive	Transported No Lights/Siren
10/20/2023 15:14	23-3770	0:19:00	Medic 2	Co Rd 200	Patient Refused Evaluation/Care
10/20/2023 16:03	23-3771	0:13:00	Medic 2	Co Rd 140	Cancelled (No Patient Contact)
10/21/2023 13:15	23-3784	0:07:00	Medic 4	CR 272	Transported No Lights/Siren
10/21/2023 13:22	23-3785	0:07:00	Medic 2	Co Rd 112	Transported No Lights/Siren
10/21/2023 19:51	23-3788	0:39:00	Medic 4	PR 4718	Transported No Lights/Siren
10/22/2023 8:52	23-3791	0:23:00	Medic 1	Co Rd 118A	Transported No Lights/Siren
10/22/2023 12:57	23-3794	0:04:00	Medic 4	Henna	No Treatment/Transport Required
10/23/2023 9:13	23-3804	0:21:00	Medic 1	CO Road 119A	Transported No Lights/Siren
10/23/2023 11:51	23-3806	0:02:00	Medic 4	W SH 29	Cancelled (No Patient Contact)
10/23/2023 18:22	23-3811	0:09:00	Medic 2	CR 108	Transported No Lights/Siren
10/24/2023 8:13	23-3819	0:19:00	Medic 4	Cr 337	Transported No Lights/Siren
10/24/2023 12:22	23-3822	0:03:00	Medic 4	Cr 243	Transported No Lights/Siren
10/24/2023 13:18	23-3823	0:14:00	Medic 2	Live Oak Dr	Patient Refused Evaluation/Care
10/24/2023 18:52	23-3825	0:12:00	Medic 4	Co Rd 274	Transported No Lights/Siren
10/24/2023 19:18	23-3826	0:06:00	Medic 1	FM 3509	Transported No Lights/Siren
10/25/2023 0:38	23-3831	0:07:00	Medic 4	Co Rd 274	No Treatment/Transport Required
10/25/2023 4:21	23-3832	0:01:00	Medic 4	Brooks Mill Road	Transported No Lights/Siren
10/25/2023 4:26	23-3833	0:19:00	Medic 2	Co Rd 108	No Treatment/Transport Required
10/25/2023 13:25	23-3837	0:10:00	Medic 4	Cr 247	Transported No Lights/Siren, Upgraded
10/25/2023 19:07	23-3840	0:02:00	Medic 4	W SH 29	Transported No Lights/Siren
10/26/2023 3:20	23-3846	0:27:00	Medic 4	Co Rd 208	Transported No Lights/Siren
10/26/2023 19:18	23-3851	0:20:00	Medic 2	Helanita Street	Transported No Lights/Siren
10/26/2023 19:20	23-3852	0:11:00	Medic 3	Co Rd 108	Transported No Lights/Siren

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10/26/2023 21:51	23-3855	0:24:00	Medic 2	CR 109	No Treatment/Transport Required
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
10/26/2023 22:57	23-3856	0:10:00	Medic 3	Co Rd 268	Transported Lights/Siren
10/27/2023 10:45	23-3860	0:11:00	Medic 9	Greenwoods trail	Transported No Lights/Siren
10/27/2023 11:56	23-3862	0:04:00	Medic 4	Laco Lane	Transported No Lights/Siren
10/27/2023 13:33	23-3863	0:17:00	Medic 1	Breezeway	Transported No Lights/Siren
10/27/2023 15:00	23-3865	0:10:00	Medic 4	Lehne Road	Transported No Lights/Siren
10/27/2023 17:24	23-3867	0:05:00	Medic 4	Live Oak Street	Transported No Lights/Siren
10/28/2023 4:27	23-3878	0:05:00	Medic 4	CR 304	No Treatment/Transport Required
10/28/2023 12:51	23-3885	0:12:30	Medic 1	Turkey Lane	Transported No Lights/Siren
10/28/2023 23:36	23-3891	0:29:00	Medic 1	County Road 212A	Cancelled (No Patient Contact)
10/29/2023 3:50	23-3892	0:03:00	Medic 4	E. Vaughan St	Transported No Lights/Siren
10/29/2023 7:48	23-3893	0:02:00	Medic 4	E SH 29	Transported No Lights/Siren
10/29/2023 9:40	23-3894	0:10:00	Medic 1	Rocky Hollow	Transported No Lights/Siren
10/31/2023 20:12	23-3920	0:17:00	Medic 3	Apache Trail	Transported No Lights/Siren
10/31/2023 21:09	23-3921	0:25:00	Medic 5	FM 2657	Transported Lights/Siren
Average Resp.	Times	0:12:37			

Burnet County Response Times Nov. 2023
Burnet FD

Column1	Column2	Column3	Column4	Column7	Column8	Column9	Column10	Column11
Time/Date	Incident#	Resp. Time	Unit	Scene Address	Disposition			
11/1/2023 11:24	23-3923	0:13:00	Medic 5	Wild West Trail	Transported No Lights/Siren			
11/2/2023 11:53	23-3936	0:16:00	Medic 1	CR 118B	Transported No Lights/Siren			
11/2/2023 15:59	23-3940	0:10:00	Medic 5	Chris Court	Transported No Lights/Siren			
11/3/2023 9:52	23-3950	0:19:00	Medic 1	Shoals Parkway	Transported No Lights/Siren			
11/3/2023 17:58	23-3952	0:17:00	Medic 1	Park Road 4 W	Transported No Lights/Siren			
11/4/2023 4:38	23-3958	0:06:00	Medic 5	Brooks Mill Road	Transported No Lights/Siren			
11/4/2023 14:08	23-3962	0:12:00	Medic 1	Greenwood Trail	Transported No Lights/Siren			
11/4/2023 14:15	23-3964	0:15:00	Medic 3	Greenwood Hills Trail	Cancelled on Scene/No Patient Found			
11/4/2023 21:49	23-3969	0:01:00	Medic 5	E SH 29	Cancelled (No Patient Contact)			
11/5/2023 1:34	23-3972	0:05:00	Medic 5	SH 29	Transported No Lights/Siren			
11/5/2023 5:54	23-3973	0:11:00	Medic 5	N FM 1174	Transported No Lights/Siren			
11/5/2023 10:48	23-3976	0:09:00	Medic 1	Deer Springs Loop	Transported No Lights/Siren			
11/5/2023 12:30	23-3977	0:17:00	Medic 3	Bumpy Ridge Dr	Transported No Lights/Siren			
11/5/2023 12:39	23-3979	0:07:00	Medic 5	Rio Ancho Blvd	Transported No Lights/Siren			
11/5/2023 13:58	23-3981	0:17:00	Medic 1	S Chaparral	Transported No Lights/Siren			
11/5/2023 14:59	23-3984	0:17:00	Medic 3	South Chaparral	Transported No Lights/Siren			
11/5/2023 18:16	23-3987	0:22:00	Medic 3	FM 2340	Cancelled (No Patient Contact)			
11/5/2023 18:34	23-3988	0:09:00	Engine 1	Blk. S US 281	No Treatment/Transport Required			
11/5/2023 21:18	23-3989	0:07:00	Medic 5	Co Rd 323	Transported No Lights/Siren			
11/6/2023 8:11	23-3992	0:03:00	Medic 5	Main St	Transported No Lights/Siren			
11/6/2023 9:14	23-3993	0:22:00	Medic 5	Spring Creek CR	Transported No Lights/Siren, Upgraded			
11/7/2023 11:01	23-4006	0:05:00	Medic 5	CR 258	Transported No Lights/Siren			
11/7/2023 13:25	23-4007	0:20:00	Medic 3	CR 213	Transported No Lights/Siren			
11/7/2023 15:38	23-4009	0:09:00	Medic 5	CR 272	Transported No Lights/Siren			
11/8/2023 2:34	23-4014	0:11:00	Medic 5	FM 1174	Transported No Lights/Siren			
11/8/2023 8:06	23-4017	0:13:00	Medic 1	PR 4 S	Transported No Lights/Siren			
11/8/2023 9:36	23-4018	0:25:00	Medic 5	Whitewater Dr	Transported Lights/Siren			
11/8/2023 10:56	23-4019	0:10:00	Medic 3	Johnson Street	Transported No Lights/Siren			
11/8/2023 16:01	23-4021	0:19:00	Medic 1	Ponderosa Point Dr	Transported No Lights/Siren			
11/9/2023 7:10	23-4028	0:11:00	Medic 3	west Hwy 29	Transported No Lights/Siren			
11/9/2023 12:02	23-4031	0:04:00	Medic 5	Block E SH 29	Transported No Lights/Siren			
11/9/2023 12:37	23-4033	0:23:00	Medic 1	Rattlesnake	Transported No Lights/Siren			

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11/9/2023 13:16	23-4034	0:12:00	Medic 2	CR 116	Transported No Lights/Siren
Time/Date	Incident#	Resp. Time	Unit	Scene Address	Disposition
11/10/2023 6:29	23-4048	0:12:00	Medic 1	Lakeway	Transported No Lights/Siren
11/10/2023 21:20	23-4054	0:19:00	Medic 1	Horseshoe Dr	Patient Refused Evaluation/Care
11/11/2023 14:54	23-4057	0:16:00	Medic 1	Casa grande drive	Transported No Lights/Siren
11/11/2023 15:30	23-4058	0:15:00	Medic 3	South Chaparral	Transported No Lights/Siren
11/11/2023 17:27	23-4059	0:17:00	Medic 5	Cr 210	Transported No Lights/Siren
11/11/2023 21:53	23-4063	0:08:00	Medic 3	US 281	Patient Refused Evaluation/Care
11/12/2023 3:00	23-4065	0:19:00	Medic 1	Ranch road 2341	Patient Refused Evaluation/Care
11/12/2023 12:31	23-4069	0:10:00	Medic 5	Lehne Rd	Transported No Lights/Siren
11/12/2023 14:01	23-4070	0:17:00	Medic 1	Co Rd 140	Transported No Lights/Siren
11/13/2023 14:08	23-4078	0:08:00	Medic 5	CR 274	Patient Refused Evaluation/Care
11/13/2023 23:11	23-4085	0:23:00	Medic 1	Sunset Cliff Road	Transported No Lights/Siren
11/14/2023 23:18	23-4091	0:16:00	Medic 1	Trails End	Transported No Lights/Siren
11/15/2023 7:25	23-4092	0:14:00	Medic 3	CR 205	Transported No Lights/Siren
11/15/2023 20:00	23-4103	0:15:00	Medic 1	Seneca Dr.	Patient Refused Evaluation/Care
11/16/2023 17:01	23-4114	0:19:00	Medic 1	Wolf Creek Ranch Road	Transported No Lights/Siren
11/16/2023 18:00	23-4116	0:02:00	Medic 5	S FM 1174	Transported No Lights/Siren
11/16/2023 20:47	23-4117	0:26:00	Medic 5	Apache springs	Transported No Lights/Siren
11/16/2023 21:10	23-4119	0:13:00	Medic 3	CR 258	Transported No Lights/Siren
11/17/2023 0:55	23-4122	0:22:00	Medic 1	CR 274	Transported No Lights/Siren
11/17/2023 13:09	23-4131	0:00:40	Medic 5	E Sh 29	Transported Lights/Siren
11/17/2023 18:49	23-4133	0:21:00	Medic 3	CR 272	Transported No Lights/Siren
11/18/2023 2:32	23-4137	0:05:00	Medic 5	Bunting Ln	Patient Refused Evaluation/Care
11/18/2023 14:29	23-4141	0:07:00	Medic 3	N US 281	Patient Refused Evaluation/Care
11/18/2023 15:20	23-4142	0:12:00	Medic 1	Greenwood trails	Transported No Lights/Siren
11/18/2023 16:41	23-4143	0:01:30	Medic 5	S Lampasas Street	Transported No Lights/Siren
11/19/2023 5:43	23-4153	0:21:00	Medic 3	Meesmith St	Transported No Lights/Siren
11/19/2023 19:14	23-4159	0:03:00	Medic 5	E FM 243	Patient Refused Evaluation/Care
11/19/2023 20:55	23-4160	0:13:00	Medic 1	W SH 29	Patient Treated, Released (AMA)
11/19/2023 22:46	23-4161	0:03:00	Medic 5	Hwy 29 and CR 243	Transported Lights/Siren
11/20/2023 6:24	23-4165	0:15:00	Medic 1	S Chaparral St	Transported No Lights/Siren
11/20/2023 20:48	23-4172	0:05:00	Medic 5	w oak circle	Patient Refused Evaluation/Care
11/21/2023 13:43	23-4178	0:02:00	Medic 3	Cedar break LN	Transported No Lights/Siren

Burnet County Response Times Nov. 2023
Burnet FD

11/21/2023 14:12	23-4180	0:03:00	Medic 5	Cedar St.	Transported No Lights/Siren
Time/Date	Incident#	Resp. Time	Unit	Scene Address	Disposition
11/21/2023 14:27	23-4181	0:07:00	Medic 1	W SH 29	Patient Refused Evaluation/Care
11/21/2023 14:27	23-4181	0:07:00	Medic 1	W SH 29	Patient Treated, Transferred Care
11/23/2023 10:23	23-4207	0:10:00	Medic 1	Halliburton CRT	Transported No Lights/Siren
11/23/2023 14:23	23-4211	0:19:00	Medic 5	CR 274	Transported No Lights/Siren
11/23/2023 20:29	23-4215	0:22:00	Medic 5	Greystone Ranch	Patient Refused Evaluation/Care
11/24/2023 1:17	23-4216	0:14:00	Medic 5	CR 330A	Transported No Lights/Siren
11/24/2023 10:47	23-4221	0:11:00	Medic 3	W SH 29	Transported No Lights/Siren
11/25/2023 2:11	23-4226	0:35:00	Medic 5	US HWY 183	No Treatment/Transport Required
11/25/2023 3:35	23-4227	0:16:00	Medic 5	CR 274	Transported Lights/Siren
11/25/2023 4:49	23-4229	0:26:00	Medic 1	CR 209B	No Treatment/Transport Required
11/25/2023 15:59	23-4237	0:19:00	Medic 5	Co Rd 211	Transported No Lights/Siren
11/25/2023 19:09	23-4239	0:07:00	BRUSH 1	County Road 330	Cancelled on Scene/No Patient Found
11/25/2023 22:37	23-4241	0:15:00	Medic 1	Navajo Dr	Transported Lights/Siren
11/26/2023 6:15	23-4244	0:05:00	Medic 5	Central blvd	Transported No Lights/Siren
11/26/2023 6:29	23-4246	0:12:00	Medic 3	N US 281 & CR 103	Patient Refused Evaluation/Care
11/27/2023 4:44	23-4252	0:29:00	Medic 5	Co Rd 208	Transported No Lights/Siren
11/27/2023 8:33	23-4253	0:12:00	Medic 5	CR 276	Patient Refused Evaluation/Care
11/27/2023 10:59	23-4256	0:20:00	Medic 1	Breezeway	Transported No Lights/Siren
11/27/2023 11:11	23-4257	0:18:00	Medic 2	Navajo Drive	Transported No Lights/Siren
11/27/2023 13:00	23-4260	0:07:00	Medic 5	CR 274	Transported No Lights/Siren
11/27/2023 13:18	23-4261	0:42:00	Medic 1	Avila	Transported No Lights/Siren
11/28/2023 21:23	23-4273	0:30:00	Medic 5	South 183	Transported No Lights/Siren
11/29/2023 10:58	23-4274	0:04:00	Medic 5	Western Ave	Transported No Lights/Siren
11/29/2023 20:15	23-4278	0:10:00	Medic 1	Turkey Lane	Transported No Lights/Siren
11/30/2023 0:55	23-4282	0:11:00	Medic 1	Bluebell Lane	Transported No Lights/Siren
11/30/2023 4:46	23-4284	0:28:00	Medic 5	CR 208	Transported No Lights/Siren
11/30/2023 8:21	23-4286	0:07:00	Medic 5	CR 268	Transported No Lights/Siren
11/30/2023 15:28	23-4290	0:17:00	Medic 3	CR 274	Transported No Lights/Siren
Average Resp. Time		0:13:37			

Burnet County Response Times Dec. 2023
Burnet FD

Column1	Column2	Column3	Column4	Column7	Column8	Column9	Column10	Column11
Date/ Time	Incident #	Resp.Time	Unit	Scene Address	Disposition			
12/1/2023 2:23	23-4297	0:22:00	Medic 5	CR 328A	Patient Refused Evaluation/Care			
12/1/2023 7:29	23-4300	0:13:00	Medic 5	S FM 1174	Transported Lights/Siren			
12/1/2023 9:53	23-4301	0:12:00	Medic 1	CR 141	Transported No Lights/Siren			
12/1/2023 19:49	23-4306	0:14:00	Medic 7	CR Rd 276	No Treatment/Transport Required			
12/2/2023 10:24	23-4309	0:18:00	Medic 5	E SH 29	Transported No Lights/Siren			
12/2/2023 11:34	23-4311	0:13:00	Medic 1	Crestview	Transported No Lights/Siren			
12/2/2023 13:51	23-4315	0:14:00	Medic 7	South 183	Patient Refused Evaluation/Care			
12/2/2023 14:16	23-4316	0:13:00	Medic 5	Cowboy lane	Transported No Lights/Siren			
12/2/2023 15:12	23-4317	0:13:00	Medic 3	CR 114	Transported No Lights/Siren			
12/2/2023 17:53	23-4320	0:16:00	Medic 1	PR 4 W	Patient Refused Evaluation/Care			
12/2/2023 19:29	23-4322	0:20:00	Medic 5	Kimberly ln	Transported No Lights/Siren			
12/2/2023 23:33	23-4325	0:02:00	Medic 5	henna	Patient Refused Evaluation/Care			
12/3/2023 2:08	23-4326	0:17:00	Medic 1	CR 141	Patient Treated, Released (AMA)			
12/3/2023 8:48	23-4328	0:05:00	Medic 5	Cowboy Ln.	Transported No Lights/Siren			
12/3/2023 12:39	23-4329	0:13:00	Medic 3	Co Rd 108	Transported Lights/Siren			
12/3/2023 13:15	23-4330	0:03:00	Medic 5	E. Cedar St.	Transported No Lights/Siren			
12/3/2023 20:26	23-4337	0:16:00	Medic 3	Co Rd 205	Transported No Lights/Siren			
12/3/2023 20:40	23-4338	0:03:00	Medic 5	W. Cedar St.	Transported No Lights/Siren			
12/4/2023 14:14	23-4341	0:08:00	Medic 3	N US 281	Cancelled (No Patient Contact)			
12/5/2023 8:29	23-4344	0:25:00	Medic 5	S HWY 183	Transported No Lights/Siren			
12/5/2023 18:06	23-4353	0:13:00	Medic 1	Special Effort	Transported No Lights/Siren			
12/6/2023 7:03	23-4357	0:15:00	Medic 1	Apache Dr	Transported No Lights/Siren			
12/6/2023 16:01	23-4360	0:31:00	Medic 5	Cr 221	Transported No Lights/Siren			
12/8/2023 19:56	23-4381	0:10:00	Medic 5	CR 266	Transported No Lights/Siren			
12/8/2023 20:59	23-4382	0:10:00	Medic 3	CR 200D	Transported No Lights/Siren			
12/9/2023 11:52	23-4387	0:13:00	Medic 3	CR 110	Transported No Lights/Siren			
12/9/2023 14:43	23-4391	0:11:00	Medic 1	CR 116	Patient Refused Evaluation/Care			
12/9/2023 15:14	23-4393	0:12:00	Medic 1	CR 335	Patient Refused Evaluation/Care			
12/10/2023 3:38	23-4400	0:07:00	Medic 5	Brooks mill RD	Transported No Lights/Siren			
12/10/2023 7:34	23-4402	0:05:00	Medic 1	CR 340A	Transported No Lights/Siren			
12/10/2023 15:14	23-4404	0:09:00	Medic 5	CR 304	Transferred Care to Another Professional/Unit			
12/11/2023 5:00	23-4409	0:08:00	Medic 5	Misty Woods	Transported No Lights/Siren			

Burnet County Response Times Dec. 2023
Burnet FD

12/11/2023 5:42	23-4410	0:04:00	Medic 1	CR 340A	Patient Refused Evaluation/Care
Date/ Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
12/11/2023 11:47	23-4411	0:07:00	Medic 5	Block E Fm 243	Patient Refused Evaluation/Care
12/11/2023 12:20	23-4412	0:04:00	Medic 3	Windmill Road	Transported No Lights/Siren
12/11/2023 13:26	23-4413	0:08:00	Medic 5	Main Street	Patient Treated, Released (AMA)
12/11/2023 18:52	23-4417	0:08:00	Medic 5	W SH 29	Patient Refused Evaluation/Care
12/12/2023 5:39	23-4421	0:16:00	Medic 5	Cr 337	Transported No Lights/Siren
12/12/2023 9:59	23-4422	0:13:00	Medic 3	S US 281	Transported No Lights/Siren
12/12/2023 16:51	23-4428	0:21:00	Medic 2	Co Rd 104	Transported No Lights/Siren
12/12/2023 20:48	23-4433	0:26:00	Medic 5	Cr 208	Patient Refused Evaluation/Care
12/13/2023 8:02	23-4437	0:05:00	Medic 3	CR 335	Transported No Lights/Siren
12/13/2023 8:49	23-4438	0:34:00	Medic 5	FM 2657	Patient Refused Evaluation/Care
12/13/2023 23:13	23-4444	0:28:00	Medic 5	CR 208	Transported No Lights/Siren
12/14/2023 20:26	23-4458	0:06:00	Medic 5	CENTRAL BLVD.	Transported No Lights/Siren
12/15/2023 9:20	23-4462	0:25:00	Medic 5	ounty Road 215	Transported No Lights/Siren
12/15/2023 21:40	23-4472	0:09:00	Medic 5	County Road 304	Transported No Lights/Siren
12/16/2023 0:22	23-4474	0:18:00	Medic 5	US 281	Patient Treated, Released (AMA)
12/16/2023 4:01	23-4479	0:27:00	Medic 5	S HWY 183	Transported No Lights/Siren
12/16/2023 8:54	23-4481	0:04:00	Medic 5	Brooks Mill Rd	Transported No Lights/Siren
12/16/2023 12:17	23-4494	0:23:00	Medic 5	County Road 208	Transported No Lights/Siren
12/16/2023 17:30	23-4485	0:26:00	Medic 5	FM 2657	Transported No Lights/Siren
12/17/2023 10:08	23-4496	0:12:00	Medic 4	Oak Lane	Transported No Lights/Siren
12/17/2023 12:06	23-4499	0:11:00	Medic 3	S Fm 1174	Transported No Lights/Siren
12/17/2023 14:15	23-4500	0:10:00	Medic 3	S Us 281	Transported No Lights/Siren
12/17/2023 14:43	23-4501	0:05:00	Medic 3	S Us 281	Patient Treated, Released (AMA)
12/18/2023 0:37	23-4507	0:17:00	Medic 4	CR 118	Transported No Lights/Siren
12/18/2023 14:17	23-4510	0:05:00	Medic 5	Cr Rd 320	Transported No Lights/Siren
12/18/2023 15:38	23-4512	0:17:00	Medic 3	Co Rd 205	Transported No Lights/Siren
12/18/2023 18:39	23-4517	0:09:00	Medic 4	CR 335	Cancelled on Scene/No Patient Found
12/18/2023 23:58	23-4519	0:10:00	Medic 3	Cr 112	Transported No Lights/Siren
12/19/2023 6:34	23-4520	0:09:00	Medic 3	N Us 281	Patient Refused Evaluation/Care
12/19/2023 8:32	23-4522	0:16:00	Medic 5	RM 1869	Patient Refused Evaluation/Care
12/19/2023 9:42	23-4524	0:16:00	Medic 4	Navajo Drive	Transported No Lights/Siren
12/19/2023 17:14	23-4528	0:03:00	Medic 5	CR 320	Transported No Lights/Siren

Burnet County Response Times Dec. 2023
Burnet FD

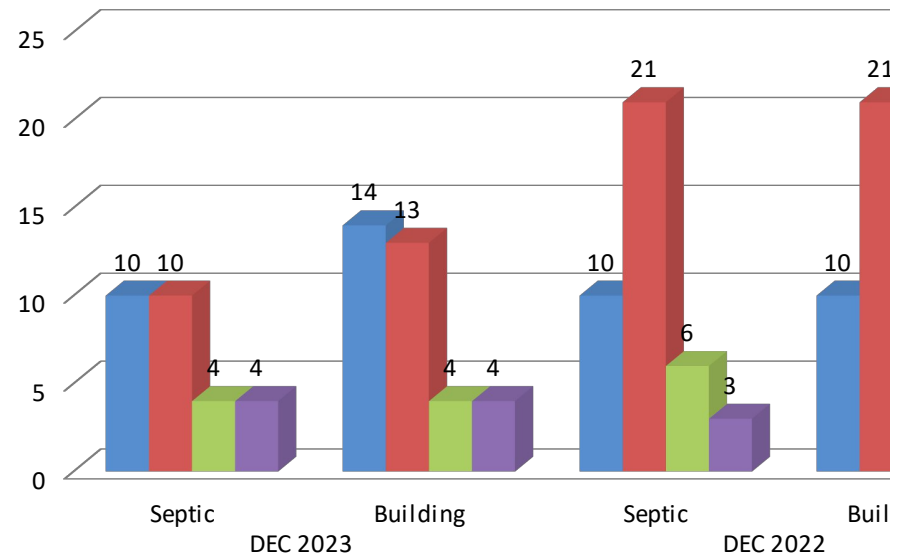
12/19/2023 22:19	23-4532	0:17:00	Medic 1	Helanita Street	Transported No Lights/Siren
Date/ Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
12/19/2023 23:50	23-4533	0:11:00	Medic 5	S FM 1174	Cancelled (No Patient Contact)
12/20/2023 1:49	23-4534	0:59:00	Medic 3	Co Rd 107 N	Transported No Lights/Siren
12/20/2023 10:27	23-4537	0:08:00	Medic 1	US Highway 281	Transported No Lights/Siren
12/20/2023 12:06	23-4539	0:18:00	Medic 3	Co Rd 204	Transported No Lights/Siren
12/20/2023 18:14	23-4543	0:13:00	Medic 5	Thousand Oaks Trail	Patient Refused Evaluation/Care
12/20/2023 21:34	23-4546	0:17:00	Medic 1	cr 133	Transported No Lights/Siren
12/20/2023 21:54	23-4547	0:26:00	Medic 3	Co Rd 284	Patient Refused Evaluation/Care
12/20/2023 22:24	23-4549	0:17:00	Medic 6	Amber Creek	Transported No Lights/Siren
12/21/2023 0:27	23-4550	0:10:00	Medic 3	Co Rd 335	Patient Refused Evaluation/Care
12/21/2023 1:32	23-4551	0:19:00	Medic 3	Co Rd 108	Transported No Lights/Siren
12/21/2023 2:25	23-4552	0:02:00	Medic 5	W SH 29	Transported No Lights/Siren
12/21/2023 9:07	23-4558	0:04:00	Medic 5	S Lampasas St	Transported No Lights/Siren
12/21/2023 21:27	23-4564	0:03:00	Medic 5	E SH 29	Patient Treated, Released (AMA)
12/21/2023 22:21	23-4565	0:20:00	Medic 5	Co Rd 208	Transported No Lights/Siren
12/22/2023 6:35	23-4567	0:03:00	Medic 5	E SH 29	Patient Treated, Released (AMA)
12/22/2023 13:26	23-4568	0:09:00	Medic 5	Co Rd 272	Transported No Lights/Siren
12/22/2023 14:34	23-4570	0:17:00	Medic 3	Co Rd 326	Transported Lights/Siren
12/22/2023 16:02	23-4572	0:26:00	Medic 5	E FM 243	Patient Refused Evaluation/Care
12/22/2023 18:49	23-4574	0:04:00	Medic 5	Robin Lane	Transported No Lights/Siren
12/22/2023 21:37	23-4577	0:04:00	Medic 3	Co Rd 330	Transported No Lights/Siren
12/22/2023 22:02	23-4578	0:14:00	Medic 5	Thousand Oaks Trail	Patient Treated, Released (AMA)
12/23/2023 0:36	23-4579	0:12:00	Medic 1	Deer Springs Dr	Transported No Lights/Siren
12/23/2023 10:17	23-4583	0:00:00	Medic 5	E South St	Patient Refused Evaluation/Care
12/23/2023 17:46	23-4588	0:16:00	Medic 5	CR 306	Cancelled (No Patient Contact)
12/23/2023 19:32	23-4589	0:33:00	Medic 5	Saddle Ridge Dr	Transported No Lights/Siren, Upgraded
12/24/2023 3:54	23-4592	0:18:00	Medic 3	cr 335	Transported No Lights/Siren
12/24/2023 16:35	23-4602	0:08:00	Medic 6	Block PR 4 S.	Patient Refused Evaluation/Care
12/24/2023 16:37	23-4602	0:09:00	Medic 3	block PR 4 S	Patient Treated, Released (AMA)
12/25/2023 0:00	23-4605	0:12:00	Medic 1	First Down Dash	Transported No Lights/Siren
12/25/2023 10:44	23-4608	0:16:00	Medic 1	N River oaks drive	Transported No Lights/Siren
12/25/2023 17:14	23-4612	0:16:00	Medic 1	gravel drive	Transported No Lights/Siren
12/25/2023 18:59	23-4614	0:16:00	Medic 1	Seneca drive	Patient Refused Evaluation/Care

Burnet County Response Times Dec. 2023
Burnet FD

12/26/2023 2:35	23-4621	0:14:00	Medic 3	Co Rd 252	Transported Lights/Siren
Date/ Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
12/26/2023 4:22	23-4622	0:04:00	Medic 4	FM 1174	Transported No Lights/Siren
12/26/2023 8:51	23-4625	0:11:00	Medic 4	N FM 1174	Transported No Lights/Siren
12/26/2023 12:39	23-4629	0:04:00	Medic 4	S FM 1174	Transported No Lights/Siren
12/26/2023 18:23	23-4631	0:12:00	Medic 4	sun view road	Transported No Lights/Siren
12/27/2023 0:49	23-4634	0:17:00	Medic 1	CR 118B	Transported No Lights/Siren
12/27/2023 4:52	23-4636	0:00:00	Medic 4	Willow street	Patient Refused Evaluation/Care
12/27/2023 7:59	23-4637	0:13:00	Medic 4	W SH29	No Treatment/Transport Required
12/27/2023 8:23	23-4638	0:09:00	Medic 4	Lawman Trail	Transported No Lights/Siren
12/27/2023 11:05	23-4642	0:04:00	Medic 4	S FM 1174	Transported No Lights/Siren
12/27/2023 17:02	23-4648	0:16:00	Medic 1	THREADGILL Ranch Rd	Transported No Lights/Siren
12/27/2023 21:03	23-4650	0:05:00	Medic 7	Robbin Ln	Transported No Lights/Siren
12/27/2023 21:26	23-4651	0:22:00	Medic 3	Co Rd 208	Transported No Lights/Siren
12/27/2023 21:42	23-4652	0:21:00	Medic 1	South Chaparral	No Treatment/Transport Required
12/28/2023 12:17	23-4663	0:05:00	Medic 4	W SH 29	Transported No Lights/Siren
12/29/2023 0:18	23-4670	0:15:00	Medic 4	CR 323A	Transported No Lights/Siren
12/29/2023 16:29	23-4682	0:02:00	Medic 4	Bedell St	Transported No Lights/Siren
12/30/2023 2:43	23-4690	0:08:00	Medic 4	CR 323	Transported No Lights/Siren
12/30/2023 8:59	23-4692	0:10:00	Medic 1	Eagle Ridge	Transported No Lights/Siren
12/30/2023 13:02	23-4694	0:13:00	Medic 1	Greenwood Hills Trail	Transported Lights/Siren
12/30/2023 13:33	23-4695	0:04:00	Medic 3	W SH 29 And 2341	Patient Refused Evaluation/Care
12/30/2023 15:33	23-4696	0:16:00	Medic 1	Kennedy Dr	Transported No Lights/Siren
12/30/2023 19:10	23-4699	0:07:00	Medic 5	cr 200	Transported Lights/Siren
12/31/2023 15:38	23-4704	0:26:16	Medic 4	BLK FM 963	Transported No Lights/Siren
12/31/2023 21:15	23-4708	0:05:00	Medic 4	East Cedar	Transferred Care to Another EMS Professional/Unit
Average Resp.	Time	0:12:59			

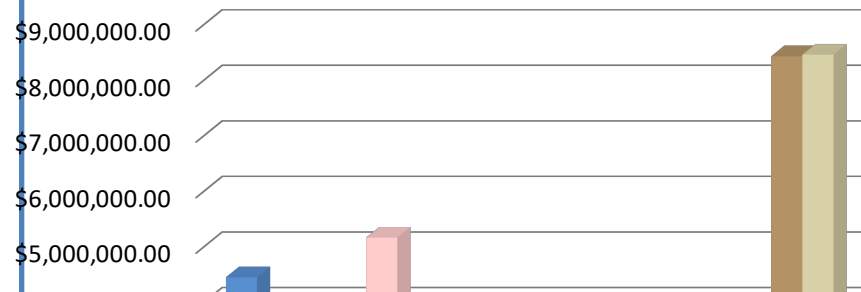
	DEC 2023		DEC 2022	
	Septic	Building	Septic	Building
PCT1	10	14	10	10
PCT2	10	13	21	21
PCT3	4	4	6	8
PCT4	4	4	3	3
TOTAL	28	35	40	42

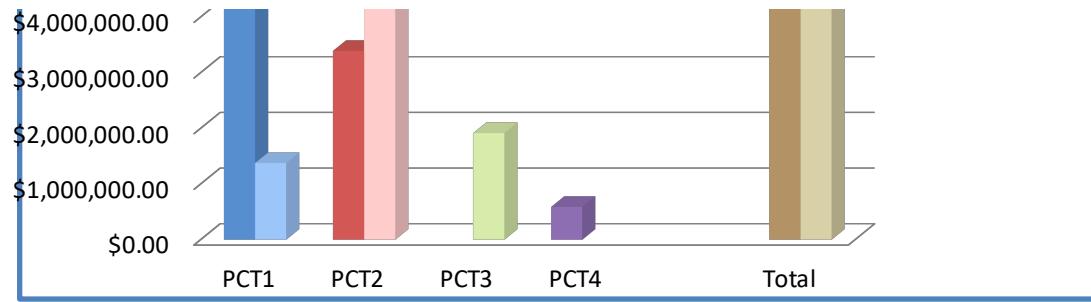
Building/Septic Comparison Chart for DECEMBER



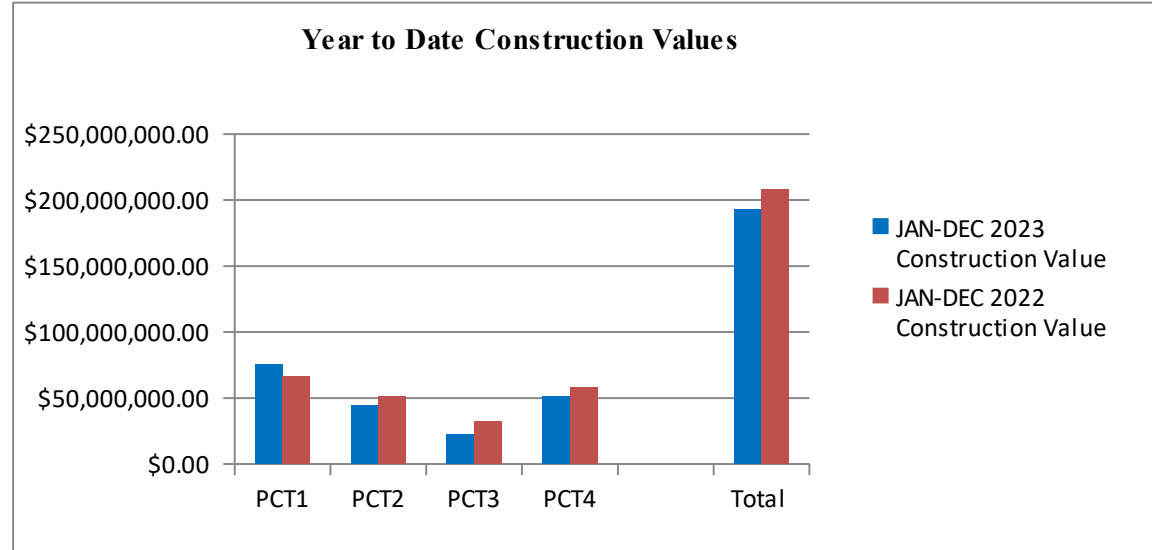
	DEC 2023		DEC 2022	
2023	Construction Value	Construction Value	2022	
PCT1	\$4,469,750.00	\$1,377,000.00	PCT 1	
PCT2	\$3,390,814.00	\$5,184,085.00	PCT 2	
PCT3	\$0.00	\$1,915,435.00	PCT 3	
PCT4	\$588,251.00	\$0.00	PCT 4	
Total	\$8,448,815.00	\$8,476,520.00		

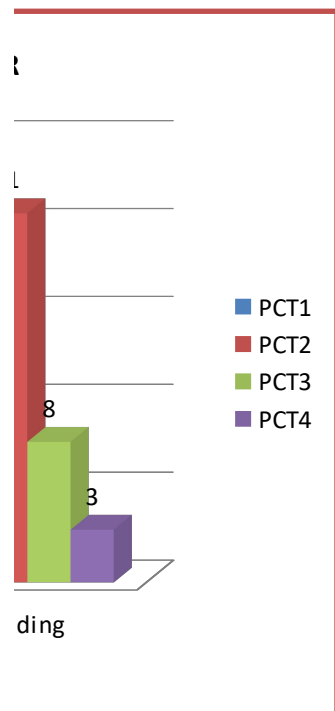
Construction Value by Precincts Comparison Chart





	JAN-DEC 2023	JAN-DEC 2022
	Construction Value	Construction Value
PCT1	\$75,460,994.00	\$66,488,070.00
PCT2	\$44,153,053.00	\$51,079,604.00
PCT3	\$22,095,102.00	\$32,331,171.00
PCT4	\$50,903,788.00	\$57,829,058.00
Total	\$192,612,937.00	\$207,727,903.00







Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

19.

Meeting Date: 01/09/2024

Subject

Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:

- a. Interlocal Cooperation Agreement between the City of Burnet and Burnet County to provide support for the Herman Brown Library
 - b. Approval to sign the Information Sharing Agreement with Homeland Security (DHS)/ federal Emergency Management (FEMA) for the Hazard Mitigation Grant Program for grant to update the Hazard Mitigation Plan through Texas Department of Emergency Management
-

Attachments

Interlocal City of Burnet
FEMA

ORIGINAL

COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION CONTRACT

This **INTERLOCAL COOPERATION CONTRACT** ("Contract") is executed by and between, **BURNET COUNTY**, hereinafter referred to as the "County," and the **CITY OF BURNET**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City," acting by and through their duly authorized representatives.

WHEREAS, the City of Burnet and Burnet County are local governments as defined in §791.003 of the Texas Government Code, and

WHEREAS, the County owns and operates the Herman Brown Free Library in Burnet, and

WHEREAS, the Interlocal Cooperation Act specifically lists library services as a governmental service, and provides for interlocal contracts for library services, and

WHEREAS, both the County and the City desire to enter into an Interlocal Cooperation Contract, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, with the stated purpose of providing financial support for the Herman Brown Free Library.

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings, hereinafter described, and the benefits to accrue to the citizens of the City, the parties' contract, covenant and agree to provide certain governmental services and functions as follows:

Section 1. Purpose.

The purpose of this Contract is to provide support for the County's Herman Brown Free Library, which provides library services to the residents of the City of Burnet.

Section 2. Duties of the City.

a. Utility Credits. The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an amount not to exceed \$11,000.00 for the term of this contract.

b. Contribution: The City agrees to provide a five thousand dollar (\$5,000.00) contribution to the Herman Brown Free Library, Burnet, Texas.

IMBIRAO

Section 3. Duties of the County.

a. Conflict of Interests. County covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflict with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by County without prior written consent of the City.

b. Use of City Funds. County covenants to use the funds provided by the City pursuant to Section (1)(b) this Contract solely for the purchase of books at the Herman Brown Free Library.

c. Reporting. The County will provide the City with an annual report on the use of the funds or credit allocated to them by September 1st of each year. The report shall include the number of City of Burnet citizens who have benefitted directly from the donation as well as a general statement of the use of funds.

Section 4. Term. This Contract shall commence on October 1, 2023 and shall continue in effect until September 30, 2024 unless terminated in writing by the City or the County.

Section 5. Authorization by Governing Bodies. The parties agree that, in order for this Contract to take effect, it must be authorized by each governing body in conformance with Texas Government Code 791.011(d)(1).

Section 6. Use of Current Revenues. The City and County covenant that each party paying for the performance of governmental functions or services pursuant to this Contract must make those payments from current revenues available to the paying party in conformance with Texas Local Government Code 701.011(d)(3).

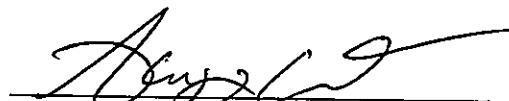
Section 7. Amendments and Modifications. This Contract may not be amended or modified except in writing executed by the City and County and authorized by both parties.

Section 8. Captions. The descriptive captions of this Contract are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 9. Severability. The sections, paragraphs, clauses, and phrases of this Contract are severable and, if any phrase, clause, sentence, paragraph, or section of this Contract should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized agents and officers.

SIGNED AND APPROVED this the 26th day of September, 2023.



Gary Widerman, Mayor

County Judge, Burnet County

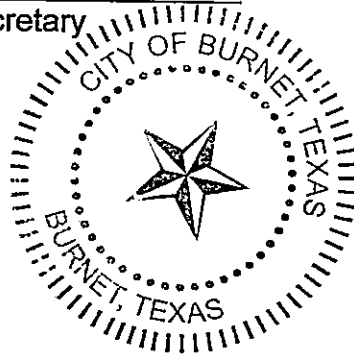
ATTEST:

Title



Kelly Dix, City Secretary

Burnet County Clerk



DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT
AGENCY (DHS/FEMA)**

AND

BURNET COUNTY, TEXAS

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Burnet County, Texas (Burnet County) (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.
2. **PURPOSE AND BACKGROUND.** The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to conduct floodplain management, disaster recovery, CRS and SD/SI activities, update mitigation plans and apply for grants.
 - a. Recipient Entity is a(n) NFIP participating community. Recipient Entity requires access to PII dataset(s) concerning NFIP policies, NFIP claims and repetitive/severe repetitive loss records for the communities in Appendix A, as documented in Appendix A, to conduct floodplain management, disaster recovery, CRS and SD/SI activities, update mitigation plans and apply for mitigation grants.

¹ E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

3. AUTHORITIES. *[Must be verified by program legal counsel]*

- a. ☒ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☒ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☐ _____;
- b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);
- c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☒ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☐ DHS/FEMA-009 Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs, March 24, 2014, 79 FR 16015; DHS/FEMA 008-Disaster Recovery,
- i. Routine use G, I, L, M, N, O, R, T of the NFIP SORN and J and H of the Disaster SORNs.
- d. The E-Government Act of 2002, Public Law 107-347, §208; _____;

4. DEFINITIONS.²

- a. BREACH (synonymous with “PRIVACY INCIDENT”): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

5. RECIPIENT RESPONSIBILITIES. The Recipient Entity's responsibilities under this ISAA are as follows:

- a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;
- b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;
 - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

² See Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

- c. Submit a written request to FEMA for any information request pursuant to this ISAA;
- d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;
- e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);
- f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;
- g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 3 years.
- h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;
- i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;
- j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.
- k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

6. FEMA RESPONSIBILITIES. FEMA's responsibilities under this ISAA are as follows:

- a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;
- b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;
- c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;
- d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.
- e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

7. THIRD PARTY ACCESS

- a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.
 - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.
- b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.
- c. ☒ *[If Recipient Entity has identified a subcontractor recipient at the time of the ISAA, complete this section, otherwise delete this and the following paragraphs]*

Consent to Third Party Access to FEMA PII: Subject to the restrictions and limitations set forth in this ISAA, FEMA authorizes Recipient Entity to share FEMA PII with GrantWorks, Inc. (GrantWorks) pursuant to Contract/Purchase Order/Agreement Number N/A between the Recipient Entity and GrantWorks dated 06/29/2022. The data will be used to develop a local hazard mitigation plan. GrantWorks may not share the information with any of its subcontractors or third-party partners. GrantWorks may only use FEMA PII for the purposes outlined in Contract/Purchase Order/Agreement Number N/A.
- d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

8. PRIVACY INCIDENT PROCEDURES

- a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
- c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

Remediation. In the event of a Privacy Incident and/or IT Security Incident emanating from this ISAA, FEMA will investigate the Privacy Incident and/or IT Security Incident pursuant to DHS standard procedures and will consult with Recipient Entity in order to diagnose, mitigate, and manage the Privacy Incident and/or IT Security Incident. The Recipient Entity will be responsible for carrying out all reasonable and necessary measures to remedy the effects of a Privacy Incident/Breach, when its actions are responsible for the Privacy Incident/Breach, which may include:

 - i. Notification to the affected individuals, the public, media, and/or other government entities;
 - ii. Removing information from an Internet or Intranet page;
 - iii. Training and awareness for staff on best practices to Safeguard PII;
 - iv. Disciplinary or corrective action, including counseling for employees.
 1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;
 - v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;
 - vi. and/or Any other remediation effort(s) as agreed upon by the Parties.
- d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

9. GENERAL TERMS.

- a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.
- b. **Effective Date, Duration, and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 3 years, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.
- c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.
- d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]
- i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to John Bowman, RFIL, FEMA Region 6.

APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

FEMA Signatory
Nicholas A. Shufro

Name
Deputy Assistant Administrator

Title

Date

Risk Management Directorate
Program Name

DHS/FEMA/Resilience
FEMA

THE RECIPIENT ENTITY:

Recipient Signatory
James Oakley

Name
County Judge

Title
Burnet County, Texas

Full Entity Name

Date

Appendix A – DHS/FEMA-003 NFIP, DHS/FEMA 008-Disaster Recovery Assistance, DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Programs , Routine use G, I, L, M, N, O, R and T of NFIP SORN and J and H of Disaster SORNs . The following lists the specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the Burnet County, TX . The Burnet County, TX will only receive the PII data that is necessary to meet the routine use:

Data elements extracted include:

From the public Census.gov web site

- Median Income
- Housing Data

Authorization for sharing the NFIP data for Community Profiles can be found in Routine Uses G, I, L, M, N, O, R and T of SORN DHS/FEMA-003 National Flood Insurance Program Files

- Property address
- Property coordinates
- Current NFIP Claims
- Historical NFIP Claims
- Current and Historical NFIP Claim Amounts
- Dates of Loss
- Water depth relative to main building
- RL and SRL Properties
- Type of Structure
- Obtain and Maintain properties

*Additional justification and a valid "need to know" is needed to receive policyholder names or policy numbers.

Authorization for sharing IA information for Community Profiles is provided in Routine Use G, J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files

- Property Address
- Property Coordinates
- Property damage inspection data
- Hazard Type
- Residence Type
- Dwelling Type
- IA Claim Amounts
- Current IA Claim
- Historical IA Claim
- Water depth relative to main building
- High Water Mark Location
- Year IA GFIP obtain and maintain requirements applied to property

Authorization for sharing MT eGrants information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Type of HMA project
- Grant award amounts
- Type of mitigation
- Property Address
- Property Coordinates
- Project Address
- Project Coordinates

Authorization for sharing EMMIE information for Community Profiles is provided in Routine

Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Property Address
- Property Coordinates
- Project Address
- Project Coordinates
- Grant Award Amount
- Type of Mitigation
- Property Damage Inspection Data
- Hazard Type
- Type of Structure

Authorization sharing Grants Manager information for Community Profiles is provided in Routine Use G, H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program

- Property Address
- Property Coordinates
- Project Address
- Project Coordinates
- Grant Award Amount
- Type of Mitigation
- Property Damage Inspection Data
- Hazard Type
- Type of Structure

Authorization sharing RAM information for Community Profiles is provided in Routine Use G and J(1) and (2) of SORN DHS/FEMA-008 Disaster Recovery Assistance Files

- SFHA
- FIRM effective date
- Levee Center Lines
- County
- Community

Authorization for sharing aerial and satellite imagery information from The Internal Geoportal for Community Profiles is provided in Routine Use H and J of SORN DHS/FEMA-009 Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Program. From geoportal.fema.net (The Internal Geoportal) Aerial imagery which includes the following data:

- State
- City name
- County name
- Township name
- 5-digit zip code
- Street block number
- longitudinal/latitudinal location
- street address

NFIP participating communities included in the request:

Burnet County (481209)
City of Burnet (480092)
City of Bertram (481609)
City of Cottonwood Shores (481614)
City of Granite Shoals (481149)
City of Highland Haven (481676)
City of Marble Falls (480093)
City of Meadowlakes (481613)

Appendix B – Administrative points of contacts for this agreement (Limit of five)

- a. The FEMA point of contact is as follows:

Name: John Bowman
Title: RFIL, FEMA Region 6
Phone: +1 (940) 231-2765
Email Address: johne.bowman@fema.dhs.gov

- b. The Recipient Entity point of contact is as follows:

Name: James Oakley
Title: County Judge
Phone: +1 (512) 756-5400
Email Address: countyjudge@burnetcountytexas.org

- c. The Recipient Entity point of contact is as follows:

Name: Derek Marchio
Title: Emergency Management Coordinator
Phone: +1 (737) 251-4993
Email Address: dmarchio@burnetcountytexas.org

- d. The Recipient Entity point of contact is as follows:

Name: Natalie Johnson
Title: Hazard Mitigation Planner
Phone: +1 (512) 434-0642
Email Address: natalie.johnson@grantworks.net

- e. The Recipient Entity point of contact is as follows:

Name: _____
Title: _____
Phone: _____
Email Address: _____

- f. The Recipient Entity point of contact is as follows:

Name: _____
Title: _____
Phone: _____
Email Address: _____