



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 23, 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. Discussion and/or action regarding the reappointment of Herb Holloway, Jr. to ESD # 6 Board, effective January 1, 2024 (Wall)
5. Discussion and/or action regarding the reappointment of Alice Price to ESD #8 Board, effective January 1, 2024 (Beierle)
6. Discussion and/or action regarding an amended plat of Tract 2, Swiss Village, Unit 1 to correct a clerical or scrivener's error (Luther)
7. Discussion and/or action regarding the release of Subdivision Performance Bond 4450197, in the amount of \$5,042,790.00, for the Cross Timber's Subdivision and the acceptance of Subdivision Maintenance Bond 4450197, in the amount of \$756,418.50, for a period of 2 years from this date (Luther)
8. Discussion and/or action regarding approval to accept a donation to the VetRide Program for \$10,000 from the Estate of Charles Van Mercer, Jr. (Oakley)
9. Discussion and/or action regarding setting dates and locations for the April BOPATE event and October HHW event (Dockery)

10. **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).
11. Reconvene in Open Session.
12. Discussion and/or action regarding items discussed in Executive Session.
13. Discussion and/or action regarding Department Updates:
14. Acknowledgment of Receipt:
 - a. MIS Summary for 10/1/23 - 11/20/23
15. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Contract with the Pinnacle Group for right of way acquisition
 - b. 2025 CEO-LE Cert Assurances for both the Sheriff's Office and Constable Pct. 4
 - c. Resolution for the Burnet County Crime Prevention Officer for FY25 Project Safe Neighborhoods Grant Program with the Office of the Governor
 - d. Resolution for the CBRNE Training & Medical Treatments for FY25 State Homeland Security Program-LEPTA projects
 - e. Resolution for the Burnet County License Plate Reader Project for the FY25 Criminal Justice Program from the Office of the Governor, Public Safety Office, Criminal Justice Division
 - f. Resolution for the Burnet County LEO Mental Health Deputy for the FY25 Victim Assistance, First Responder Program with the Office of the Governor
 - g. Resolution for the FY25 Bullet-Resistant Shield grant from the Office of the Governor, Public Safety Office, Criminal Justice Division
 - h. Resolution for the BCSO Security Camera Project for FY25 State Homeland Security Program-Regular Projects
 - i. Resolution for the Women's Victim Advocate for FY25 Violence Against Women Justice and Training Program from the Office of the Governor, Public Safety Office, Criminal Justice Division
 - j. Approval of Tourism/Marketing Services Contract with Victory Media
 - k. Approval of Interlocal Service between Burnet County and Marble Falls/Highland Lakes Area Chamber of Commerce
 - l. Approval of Interlocal Service between Burnet County and Kingsland Chamber of Commerce
 - m. Approval of Interlocal Service between Burnet County and Burnet Chamber of Commerce
 - n. Approval HOTATTF User Quote Agreement with SADA for 7 Google Workspace Business Plus
 - o. Resolution for the Burnet County Courthouse Metal Detectors and Panic Button Project for the FY25 Criminal Justice Grant Program from the Office of the Governor, Public Safety Office, Criminal Justice Division
 - p. Agreement with Levy Dykema for design development and construction documents

Attachments

Pinnacle Group Contract

CEO-LE Sheriff

CEO-LE Const 4

Crime Prevention/Safe Neighborhood

Resolution for CBRNE

License Plate Reader
Victim First Responder
Bullet Resistant Shield program
Security Camera Project
Resolution for Violence Against Women
Victory Media
Marble Falls Chamber
Kingsland Chamber
Burnet Chamber
SADA Quote
Resolution for Panic Button/Camera

16. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
 - a. Request to go out for bid for paving jail
17. 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.
18. Discussion regarding any previous agenda items.
19. Calendar Review.
20. 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 19th 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

15.

Meeting Date: 01/23/2024

Subject

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

- a. Contract with the Pinnacle Group for right of way acquisition
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Pinnacle Group Contract
CEO-LE Sheriff
CEO-LE Const 4
Crime Prevention/Safe Neighborhood
Resolution for CBRNE
License Plate Reader
Victim First Responder
Bullet Resistant Shield program
Security Camera Project
Resolution for Violence Against Women
Victory Media
Marble Falls Chamber
Kingsland Chamber
Burnet Chamber

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, 2023.

BETWEEN: Burnet County (the "Client") and Pinnacle Consulting Management Group, Inc. (the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. Client hereby agrees to engage the Contractor to provide the Client with such services as set forth on Exhibit "A" attached hereto (the "Services"):

Term of Agreement.

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 3. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

Performance

- 4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 5. The Contractor shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$377,625.00 (Does not include Pass-Through costs), as set forth in Exhibit "B" (the "Compensation").
- 6. The Client will be invoiced when the Services are complete.
- 7. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.
- 8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part

of the Contractor.

10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

Employment of Agents/Retaining of Consultants

12. The Contractor may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Contractor, as set forth on Exhibit "A", attached hereto, under this Agreement.

Trade Secrets

13. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state

or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Burnet County
133 E Jackson Street
Burnet, TX 78611
- b. Pinnacle Consulting Management Group, Inc.
1400 Brown Trail, Suite A
Bedford, TX 76022

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

25. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2023.

Burnet County

Pinnacle Consulting Management Group, Inc.

BY: _____

BY: Marcus Boyd, Vice President

Negotiation Services

- Acquisition Provider shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform local County office of methods to cure title deficiencies. This includes analysis of access easements.
- Acquisition Provider shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor's fees) these costs must be reimbursed to the Acquisition Provider as pass-through costs.
- Acquisition Provider shall analyze appraisal and appraisal review reports and confirm the County's approved value prior to making an offer for each parcel.
- Acquisition Provider shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- Acquisition Provider shall issue property description to the property owner.
- Securing Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. Acquisition Provider shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with TxDOT/County policy and procedures. (If Applicable)
- Acquisition Provider shall prepare all documents required or requested by the County on applicable TxDOT or County forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)
- Acquisition Provider shall send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of the County's offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- Acquisition Provider shall respond to property owner inquiries verbally and in writing within two business days.
- Acquisition Provider shall prepare a separate negotiator contact report for each parcel, per contact, on applicable TxDOT/County forms.
- The curative services necessary to provide a clear title to the State are the responsibility of the Acquisition Provider and thus are part of the Acquisition Provider's fee for Negotiation Services and Condemnation Support Services.

Exhibit A - Services

Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property to the County. Incidental expenses not paid to the title company are reimbursed as a pass-through cost.

- Acquisition Provider shall have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through local County office.
- All original documents generated or received by the Acquisition Provider must be delivered to local County office. Copies or working file documents must be kept by the Acquisition Provider. Acquisition Provider shall maintain parcel files of original documentation related to the purchase of the real property or property interests.
- Acquisition Provider shall provide closing services in conjunction with the title company and shall be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.
- Acquisition Provider shall record all original instruments immediately after closing at the respective county clerk's office, except for donations, which must be forwarded to the State for acceptance by the Texas Transportation Commission prior to recording. These costs are reimbursed as pass-through costs.
- Acquisition Provider shall advise property owner of the administrative settlement process, assist them with the preparation of a counter offer package, and shall transmit to the County office any written counter offer from property owners including applicable TxDOT/County forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with TxDOT/County policy and procedures.
- Acquisition Provider shall secure title insurance for all parcels acquired, insuring acceptable title to the State/County. Written approval by the State/County is required for any exception. There should be no charges at this point, but if there are charges (such as abstractor's fees) these costs are reimbursed as a pass-through cost.
- Acquisition Provider shall appear and provide Expert Witness testimony as required.
- Acquisition Provider shall follow current TxDOT/County guidelines when negotiating parcels with Commercial Signs.
- Acquisition Provider shall provide a copy of the Acquisition Services Program Survey along with a stamped return envelope addressed as shown below. All

distributed surveys must have the ROW CSJ and parcel number

Relocation Assistance Services for Residential, Business, Personal Property, and CS (If Applicable)

- If the State/County directs the Acquisition Provider to cease all Contract services and terminate a Work Authorization through no fault of the Acquisition Provider, Acquisition Provider shall work with local County office to determine if each relocation is to proceed or letters rescinding relocation benefits are to be sent.
- If benefits are rescinded, payment for the milestone currently being worked on will be payable in full upon submittal of the complete file to that point.
- Complete relocation files must include a copy of the letter rescinding benefits and all documentation and contact logs capturing communications with the Displacee and complete documentation for any claims payable up to the time the Displacee is notified of their ineligibility for further relocation assistance.
- Acquisition Provider shall provide advance notice of the date and time of the initial meeting with the Displacee regarding the Appraiser's and Relocation Agent's inspection of the subject property.
- Acquisition Provider shall notify all State approved Displacees of eligibility for relocation assistance. At the time of initial contact, the Acquisition Provider shall provide Displacees, that are approved by the State/County, with a Relocation Assistance Packet consisting of the following approved TxDOT forms:
 - Parcel advisory services record
 - Certificate of eligibility
 - Relocation Assistance Brochure
 - Copy of the Relocation Assistance Program Survey along with a stamped return envelope addressed as shown below. All distributed surveys must have the ROW CSJ and parcel number pre-completed by the Relocation Agent before delivery to the Displacee.
- Acquisition Provider shall provide on-going relocation assistance and advisory services to Displacees affected by the acquisition of right of way and deliver the required TxDOT/County forms to local County office that are signed by the Displacee. On-going advisory services include monitoring the move and any necessary relocation activities taken by the Displacee. Frequency and manner for monitoring the move must match the complexity of the relocation, however, the expectation is multiple in-person site visits, which is standard practice, and must be documented in the contact log portion of the required TxDOT/County forms to be submitted at close out.

- Acquisition Provider shall provide 90-day notice:
 - Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered.
 - Not deliver the 90-day notice prior to a personal interview with the Displacee during which time the Relocation Agent determines the type, needs, and eligibilities of the Displacee, or before the issuance of the initial offer.
- Acquisition Provider shall provide 30-day notice to vacate once the State/County has possession of the property. The Displacee must be given a minimum of 90 days' notice prior to being required to vacate.
- Acquisition Provider shall immediately notify local County office if the Displacee does not vacate the premises after 30-day notice expires.
- Acquisition Provider shall prepare all relocation claims on appropriate forms and in accordance with TxDOT/County policies and procedures.
- Relocation Agent must maintain relocation contact logs on appropriate TxDOT/County forms journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all Displacees' emails with date and time sent must be captured in the Acquisition Provider's relocation contact logs.
 - Relocation Agent must:
 - Attend closings on replacement property and ensure supplemental payment is properly distributed.
 - Process and compute increased interest payments as required.
 - Be available for any relocation appeals and meetings.
 - Prepare all relocation payment claim submissions for all Displacees in accordance with TxDOT/County guidelines.
 - Deliver warrants in accordance with TxDOT/County guidelines.
 - Issue Relocation Assistance Program Surveys to all Displacees.
- Acquisition Provider shall provide an executed certification of eligibility with all Displacee claims.
- The local County office must approve the timing and content of any notice to a Displacee concerning relocations prior to the Acquisition Provider sending the notice.

Preliminary Condemnation Support Services

- Acquisition Provider shall prepare the final offer letter, and mail the documents of conveyance by CMRRR.

- The Acquisition Provider shall, upon receipt of a copy of the final offer, request an updated Title Commitment for Eminent Domain from the title company.
- Acquisition Provider shall prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the State/County.
- The Acquisition Provider shall use the information from the Title Commitment and other sources to join all interested parties on the request for eminent domain proceedings. Spouses of owners must be joined.
- Upon completion of the request for eminent domain proceedings by the Acquisition Provider, the Acquisition Provider shall prepare a packet containing all documents listed in the eminent domain package submission checklist. Submit packet to the local County office.

Condemnation Support Services

- The County Attorney files the petition and related documents. Prior to filing the petition, the County coordinates with the Acquisition Provider. The Acquisition Provider is then responsible to file the lis pendens within the legal timeline.
- Acquisition Provider shall record the lis pendens upon receipt of the cause number with the county clerk's office.
- Acquisition Provider shall send a copy of the filed lis pendens and the petition via CMRRR to all named parties within three days of the filing of the lis pendens.
- Acquisition Provider shall send a copy of the condemnation petition to the title company and request an updated Title Commitment. The title company must confirm the appropriate parties were named in the petition and that no changes in title have occurred.
- Following appointment of Special Commissioners (Commissioners) by the judge, the Acquisition Provider shall send via CMRRR the document appointing the Commissioners to the named defendants or their attorneys if represented. The Acquisition Provider shall secure the following documents:
 - Oath of Commissioners signed by the Commissioners;
 - Order Setting the Hearing; and
 - Two copies of the Notice of Hearing signed by the Commissioners.
- If e-filing is not required: Acquisition Provider shall file all originals with the court and send copies marked "copy" to local County office and the County Attorney within three days after filing.
- Acquisition Provider shall coordinate the date and time for the Hearing. If there

is an increase in value to the appraisal, the Acquisition Provider shall send a copy of the updated appraisal along with the post-petition letter to the appropriate parties by CMRRR.

- Acquisition Provider shall coordinate with local County office to reserve a location for Hearings.
- Acquisition Provider shall coordinate the Hearing date with the County Attorney, Appraiser, Engineer, appropriate State witnesses, three Commissioners, and a court reporter. Reasonable effort must be made to accommodate the property owner and their representatives.
- Acquisition Provider shall coordinate a pre-hearing conference prior to the Hearing (the day before or earlier) to discuss facts of the case with the County Attorney, Appraiser, local County office, Engineer, and appropriate County witnesses.
- After the Hearing is set, the Acquisition Provider shall serve Notices of Hearing to the indicated parties in accordance with the methods and time frames set out in Chapter 21 of the Texas Property Code but in no instance less than twenty days prior to the Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty days after service of the Hearing to prepare. The scheduling of the Hearing must allow for any additional time or any other additional time frame required by law.
- For the service of Notices of Hearing, written approval through the County by the designated TxDOT/County representative is required for any exception to be reimbursed as pass-through cost.
- Once the notices have been served, if e-filing is not required, file the original notices with the court and send copies marked "copy" to local County office and County Attorney.
NOTE: If e-filing is required, the Acquisition Provider shall send served notices to the County Attorney for e-filing.
- Acquisition Provider shall send a reminder, via CMRRR or email, 2-3 weeks in advance to the County Attorney, Appraiser, three Commissioners, court reporter, and local County office concerning Hearing dates.
- Acquisition Provider shall prepare Hearing data sheet and Commissioners' time sheets and submit to the local County office within two business days of the award being signed.
 - If required, Acquisition Provider shall file timesheets with the award. The Judge determines the amount paid to the Commissioners.

- Acquisition Provider shall complete an Application for Texas Identification Number for all Commissioners and Court Reporters.
- If e-filing is not required, the Acquisition Provider shall obtain the signatures of Commissioners on four duplicate originals of the Award of Commissioners and file one with the court for the judge's signature within 48 hours of the Hearing. The Acquisition Provider shall have court clerk file-mark the four duplicate originals and retain three.
- Acquisition Provider shall obtain and distribute three signed and file-marked copies of the Award as follows:
 - One file-marked copy to the title company with a request for a commitment.
 - One file-marked copy to the Assistant Attorney General.
 - One file-marked copy (or certified copy) to the local County office with the previously obtained Commitment to request submission for each Commissioner's fee.
- Acquisition Provider shall send the Commitment and the file-marked award to local County office which then prepares the payment submission for each Commissioner's fee.
- Acquisition Provider shall deposit state warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. NOTE: The Date of Deposit is the Date of Possession.
- Acquisition Provider shall, if objections are filed, facilitate the acquisition of title to real property and if there are serve charges for collection and coordination of precepts, the Acquisition Provider shall be reimbursed for serve charges as pass-through costs.
- Acquisition Provider shall take photographs of the interest to be acquired on the day of deposit (or the day of a PUAIC closing) for relocation verification and date of take appraisal purposes. If a date of take Appraiser has been selected by the County Attorney, the Acquisition Provider shall notify the Appraiser of the date the deposit is going to be made so that the Appraiser may take date of take photographs as well.
- Acquisition Provider shall send written notices of the date of deposit to Local County office and all interested parties.
- Acquisition Provider and any sub-providers must appear as Expert Witness when requested.

Disposal of Property

- Acquisition Provider shall submit current photos of improvements, a list of actual retained improvements, bi-sections for improvements, an exhibit or map by parcel showing the location of all improvements that require demolition, and utility meter number(s) as a complete demolition preparation package acceptable to the local County office.
- Acquisition Provider shall mark improvements and other items in the field for demolition and provide photos as proof of completion as a complete demolition verification package acceptable to the local County office.

DRAFT

Payment Milestone Structure - Exhibit B

NEGOTIATION (\$6,500.00 Per Parcel)	RELOCATION (If Applicable) (\$3,000 Per Parcel)
Negotiation Services 50% - Presentation of initial offer. 40% - Deed payment submission, OR Recorded PUAIC. 10% - Completed file with recorded Deed and Title Policy.	PERSONAL PROPERTY and CS Relocation Assistance Service 55% - Signed COE, 90-day notice 45% - Signed Certification of Completion and complete file
Preliminary Condemnation Support Services (2,000.00 Per Parcel) 50% - FOL 50% - Submission of Preliminary E-49	Fee for Real Estate Appraisal Services (Total \$84,500.00) 100% payment milestone paid upon delivery of complete appraisal report. Payment of this milestone does not relieve the Appraiser of the responsibility to provide timely corrections to items identified in TxDOT's Administrative Review. Payment is made on a per parcel . Does Not Include Appraisal Updates
Condemnation Support Services (\$6,000 Per Parcel) 50% - Order Setting Hearing signed. 20% - Served Notice of Hearing. 20% - Notice of Deposit. 10% - Complete Parcel File.	Fee for Real Estate Appraisal Review Services (\$23,625.00) 100% payment milestone paid upon submission of TxDOT Tabulation of Values. Payment is made on a per parcel . Does Not include Appraisal Updates
DISPOSAL OF PROPERTY (\$2,000.00 Per Parcel) 50% - Complete demolition preparation package 50% - Complete demolition verification package	Expert Prep and Testimony required by the appraiser are not included within this fee schedule. Fees for this service will be billed at a direct pass-through cost per the appraiser.
Project Management (\$22,500.00) 9 Months - \$2,500.00 - Per Month	Pay pass-through costs of incidental expenses required to transfer real property to the State, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments.
Total Contract Amount: \$377,625.00 (Does Not Include Pass-Through Costs)	Fee's provided do not include cost of Fee or Easement Acquisition required for the acquisition of each parcel identified or title services (Abstract/Title Insurances/Releases).



Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Burnet County	Date: 1/23/2024
Agency/Department Name: Burnet County Sheriff's Office	
Name of Chief Executive Officer: Judge James Oakley	
Name of Head of Law Enforcement Agency: Sheriff Calvin Boyd	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Burnet County (“Grantee”) and as head of Burnet County Sheriff's Office (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



Office of the Governor

Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Burnet County	Date: 1/23/2024
Agency/Department Name: Burnet County Constable Pct 4	
Name of Chief Executive Officer: Judge James Oakley	
Name of Head of Law Enforcement Agency: Constable Missy Bindseil	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Burnet County (“Grantee”) and as head of Burnet County Constable Pct 4 (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



FY 2025 PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM

WHEREAS, The Burnet County Commissioners' Court finds it in the best interest of the citizens of Burnet County that *the Burnet County Sheriff's Office* operate the Burnet County Crime Prevention Officer Program during October 1, 2024 – September 30, 2025; and

WHEREAS, The Burnet County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Burnet County Commissioners' Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Burnet County Commissioners' Court designates the Burnet County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Burnet County Commissioners' Court approves submission of the grant application for the FY25 Project Safe Neighborhoods Grant Program to the Office of the Governor.

PASSED AND APPROVED on this 23rd day of January 2024.

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Grant Application Number: 4955201

Vicenta Stafford, Burnet County Clerk



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the CBRNE Training & Medical Treatments project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the State Homeland Security LEPTA Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates James Oakley, Burnet County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the grant application for the CBRNE Training & Medical Treatments project to the Office of the Governor.

Passed and Approved this 23rd day of January 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicenta Stafford, Burnet County Clerk

Grant Number: 5025501



FY 2025 CRIMINAL JUSTICE GRANT PROGRAM

**OFFICE OF THE GOVERNOR
PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION**

WHEREAS, The Burnet County Commissioners' Court finds it in the best interest of the citizens of Burnet County that *the Burnet County Sheriff's Office* operate the Burnet County License Plate Reader Project grant during October 1, 2024 – September 30, 2025; and

WHEREAS, The Burnet County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Burnet County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The Burnet County Commissioners' Court designates the Burnet County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Burnet County Commissioners' Court approves submission of the grant application for the FY25 Criminal Justice Grant Program to the Office of the Governor, Public Safety Office, Criminal Justice Division.

PASSED AND APPROVED on this 23rd day of January 2024.

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Grant Application Number: 4951401

Vicenta Stafford, Burnet County Clerk



FY 2025 VICTIM ASSISTANCE, FIRST RESPONDER PROGRAM

WHEREAS, The Burnet County Commissioners' Court finds it in the best interest of the citizens of Burnet County that *the Burnet County Sheriff's Office* operate the Burnet County LEO Mental Health Deputy during October 1, 2024 – September 30, 2025; and

WHEREAS, The Burnet County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Burnet County Commissioners' Court assures that the funds will be returned to the Officer of the Governor in full.

WHEREAS, The Burnet County Commissioners' Court designates the Burnet County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Burnet County Commissioners' Court approves submission of the grant application for the FY25 Victim Assistance, First Responder Programsm to the Office of the Governor.

PASSED AND APPROVED on this 23rd day of January 2024.

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Grant Application Number: 5014101

Vicenta Stafford, Burnet County Clerk



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County Sheriff's Office Bullet Resistant Shield Program project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 Bullet Resistant Shield Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates James Oakley, Burnet County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the grant application for the Burnet County Sheriff's Body Worn Camera project to the Office of the Governor.

Passed and Approved this 23rd day of January 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicenta Stafford, Burnet County Clerk

Grant Number: 4648602



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the BCSO – Security Camera Project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 State Homeland Security Program – Regular Solicitation grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners’ Court designates James Oakley, Burnet County Judge as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the grant application for the BCSO – Security Camera Project to the Office of the Governor.

Passed and Approved this 23rd day of January 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicenta Stafford, Burnet County Clerk

Grant Number: 5026901



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Women’s Victim Advocate project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 Violence Against Women Justice and Training Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners’ Court designates James Oakley, Burnet County Judge as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the grant application for the Women’s Victim Advocate project to the Office of the Governor.

Passed and Approved this 23rd day of January 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicenta Stafford, Burnet County Clerk

Grant Number: 4772902

TOURISM/MARKETING SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF BURNET

THIS CONTRACT FOR TOURISM/MARKETING SERVICES is made by and between the County of Burnet, hereinafter call "County" and Victory Media "Contractor" for the purpose of contracting for Marketing Services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of Consultants; and

WHEREAS, the County desires to contract for marketing services described as follows: Updating and implementing a marketing plan for Burnet County.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall perform those marketing services for the fulfillment of the contract as identified in Contractor's Proposal provided by the Contractor, attached hereto and made a part thereof this contract.

ARTICE 2

CONTRACT PERIOD

This contract shall terminate by the close of business on September 30,2024, unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article 6- Supplement Agreements, or otherwise terminated, as provided in Article 11- Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is **\$42,000.00**. Payments will be based upon monthly invoices detailing services rendered, with a maximum allowable **monthly payment of \$3,500.00**. The Contractor agrees to furnish the work as described in the attached proposal for a fee not to exceed \$42,000.00 per year

ARTICLE 4 SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties

If the County suspends the work, the contract period, as determined in Article 2- Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 6-Supplemental Agreements.

ARTICLE 5 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 6-Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 6 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed or the duration of the work.

Any supplement agreement must be executed by both parties within the contract period specified in Article 2 Contract Period.

No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 7
PUBLIC INFORMATION ACT

ALL data, basis sketched, charts, calculations, plans specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County shall be delivered to the County upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

ARTICLE 8
PERSONNEL EQUIPMENT AND MATERIAL

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Contractor shall have knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Contractor to remove any employee from the association with the work Authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Contractor certifies that is presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Contractor may not change the project manager without prior consent of the County.

ARTICLE 9
SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

ARTICLE 10
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Contractor shall be grounds for termination of the contract and any increased cost arising from the Contractor's default, breach of contract, or violation of contract terms shall be paid by the Contractor. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11 TERMINATION

This contract shall terminate at the close of business on September 30, 2024 unless extended as provided in Article 6-Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties.
2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor;
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County Shall be the sole judge.

Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Contractor, the County will give consideration to the actual costs incurred by the Contractor in performing the work to the date of the default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is useable to the County.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Contractor under this contract, except the obligations set forth in this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. If the County asserts that any services provided by the Contractor do not comply with the requirements of this contract, the County shall allow the Contractor a reasonable opportunity and effort to cure the claimed breach.

ARTICLE 12 COMPLAINT WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and

regulations. When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

It expressly understood by County and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by the County personnel Policy or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 13 INDEMNIFICATION

THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

ARTICLE 14 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Contractor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 14 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Contractor will be not relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 15
INSURANCE

The Contractor shall obtain and maintain insurance as required by state and federal law:

ARTICLE 16
SUCCESSORS AND ASSIGNS

The Contractor and the County do hereby bind themselves, their successors, executors, administrator, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

ARTICLE 17
SEVERABILITY

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be constructed as if such invalid illegal, or unenforceable provision had never been contained herein.

ARTICLE 18
PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 19
NOTICES

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

CONTRACTOR

Victory Media
P.O. Box 10
Marble Falls, TX 78654

ARTICLE 20
SIGNATORY WARRANTY

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and Contractor have executed these presents in duplicate.

COUNTY

BY: _____

James Oakley, County Judge
220 S. Pierce Street Street
Burnet, TX 78611

DATE: _____

CONTRACTOR

BY: _____

Victory Media
P.O. Box 10
Marble Falls, TX 78654

DATE: _____

MARBLE FALLS/HIGHLAND LAKES AREA CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the Burnet Chamber of Commerce, herein after referred to as "Chamber" and Burnet County, herein after referred to as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.
2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.
3. The placement of individual lodging properties' literature at Chamber's visitor center.
4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October1 2023 through September 30, 2024.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of January. 2024.

Burnet County Judge

Burnet Chamber Executive Director

KINGSLAND CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the Burnet Chamber of Commerce, herein after referred to as "Chamber" and Burnet County, herein after referred to as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.
2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.
3. The placement of individual lodging properties' literature at Chamber's visitor center.
4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October1 2023 through September 30, 2024.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of January, 2024.

Burnet County Judge

Burnet Chamber Executive Director

BURNET CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the Burnet Chamber of Commerce, herein after referred to as "Chamber" and Burnet County, herein after referred to as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.
2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.
3. The placement of individual lodging properties' literature at Chamber's visitor center.
4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October1 2023 through September 30, 2024.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of January. 2024.

Burnet County Judge

Burnet Chamber Executive Director



USER INCREASE
QUOTE

Quote Number:	Q015947
Quote Date:	29-Dec-2023

Customer Information		
Customer:	Burnet County, Texas	DS 
Domain:	burnetcountytexas.org	
		Initial:

Main Contact	
Name:	Jackie Haynes
Email:	jlhaynes@burnetcountytexas.org

Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Pricing

Product Description	Price	Quantity	Subtotal
Google Workspace Business Plus	\$102.78	7	\$719.46
Service To: 09/07/2024			
Total**			\$719.46
**Plus applicable taxes and fees			

Note: Quote Expires 14 days after Quote Date

To request additional licenses, please email salesoperations@sada.com

Invoices and Payment

Payment	Invoice Date	Amount
100% of Licenses	Agreement Signature Date	\$719.46

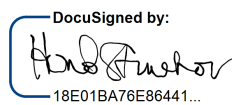
Payment for additional licenses will be due in full upon receipt of an invoice, Net 30. Payment is accepted by check or ACH/EFT.

Bank Information
Automated Clearing House (ACH) or
Electronic Funds Transfer (EFT):
Wells Fargo Bank
Swift Code: WFBIOUS6
464 California Street
San Francisco, CA 94104
Routing Number: 121042882
Account Name: SADA Systems, Inc.
Account Number: 7757670067

Remittance Address:
SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting

By signing this quote or submitting a PO to SADA Systems, Inc. the customer agrees to the Workspace (formerly G Suite) Customer Agreement accessible at <https://sada.com/agreements/gafb/gafb-v14.pdf>.

Burnet County, Texas

DocuSigned by:

18E01BA76E86441...

Signature

Jackie Haynes

Name

Howard Stinehour

Title

12/29/2023 | 6:47 PM PST

Date

Certificate Of Completion

Envelope Id: 5C6196FDBF2343779F927E78281D0F48

Status: Completed

Subject: PLEASE SIGN with DocuSign: Burnet County, Texas_WS BUS+ (QTY #7) UI Quote#015947_29DEC2023

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 1

Kamille Macias

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5250 Lankershim Blvd., Ste. 720

Envelopeld Stamping: Enabled

North Hollywood, CA 91601

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kamille.macias@sada.com

IP Address: 172.56.121.208

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Status: Original

Holder: Kamille Macias

Location: DocuSign

12/29/2023 11:52:36 AM

kamille.macias@sada.com

Signer Events

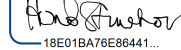
Jackie Haynes

jlhaynes@burnetcountytexas.org

Howard Stinehour

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



18E01BA76E86441...

Signature Adoption: Drawn on Device

Using IP Address: 166.205.54.63

Signed using mobile

Timestamp

Sent: 12/29/2023 11:54:29 AM

Viewed: 12/29/2023 4:45:32 PM

Signed: 12/29/2023 6:47:12 PM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2023 4:45:32 PM

ID: 987307f4-b01c-4938-95b2-e252312c6d6c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Salesops

salesoperations@sada.com

Sr Sales Operations Manager

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/29/2023 11:54:29 AM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2023 10:39:53 AM

ID: 354aa851-9dd6-4ed4-bb66-6c63f1020224

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/29/2023 11:54:29 AM

Certified Delivered

Security Checked

12/29/2023 4:45:32 PM

Signing Complete

Security Checked

12/29/2023 6:47:12 PM

Completed

Security Checked

12/29/2023 6:47:12 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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FY 2025 CRIMINAL JUSTICE GRANT PROGRAM

**OFFICE OF THE GOVERNOR
PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION**

WHEREAS, The Burnet County Commissioners' Court finds it in the best interest of the citizens of Burnet County that *the Burnet County Sheriff's Office* operate the Burnet County Courthouse Metal Detector and Panic Button Project grant during October 1, 2024 – September 30, 2025; and

WHEREAS, The Burnet County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Burnet County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The Burnet County Commissioners' Court designates the Burnet County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Burnet County Commissioners' Court approves submission of the grant application for the FY25 Criminal Justice Grant Program to the Office of the Governor, Public Safety Office, Criminal Justice Division.

PASSED AND APPROVED on this 23rd day of January 2024.

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Grant Application Number: 5032401

Vicenta Stafford, Burnet County Clerk