



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 FEBRUARY 13, 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 approval to enter the private property of Wayne Wall at the SE Corner of CR 406 and CR 404 to remove brush to improve driver visibility and public safety, therefore serving a public purpose (Dockery)
5. Discussion and/or action regarding a Resolution of Support by Burnet County Commissioners Court for additional measures to secure the border, stop the invasion at the border, and protect our communities (Oakley)

Attachments

Border Resolution

6. Discussion and/or action regarding the approval and signature of the final Financial Status Report, Conditional Final Waiver and Release of Claims, Amendment #1 for the Texas Local Emergency Planning Committee (LEPC) Grant program to assist LEPC's in establishing, maintaining, and/or improving their implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA). The change is removing the EOC website and design and adding the switch to connect the generator to the EOC that was also purchased with this grant and to add the shipping for the generator (Dockery/K.Smith)

Attachments

LEPC

7. Discussion and/or action regarding the quotes for a new haul truck. The cost to be split by all Precincts (Beierle)

Attachments
Truck discussion 1
Truck discussion 2
Truck discussion 3
8. Discussion and/or action concerning membership to National Association of Counties (Oakley)

Attachments
NACO membership
9. Discussion and/or action regarding authorization for Pct. 2 Road and Bridge Crew to access two private properties near the 7000 Block of CR 252 in order to clear brush and trees in the ROW for a widening project of CR 252. Such action would serve a public purpose as it would increase public safety for travelers along CR 252. Property owners James Allen and Schunk Family Ranch, LLC have provided permission for this proposed action (Beierle)
10. Discussion and/or action regarding the approval of the Monthly Treasurer's Report for December 2023 (Crownover)

Attachments
Treasurer Report December
11. Discussion and/or action regarding the acceptance of the Quarterly Investment Report - Q1 FY24 (October - December 2023)

Attachments
1st Qtr report
12. Discussion and/or action regarding a request for a variance from the Burnet County Subdivision Regulations by Gary Brian Robinson to divide a 19.59 acre tract into 2 tracts identified as BCAD parcel #103302 located at the intersection of CR 200 and 200A (Beierle)
13. Discussion and/or action regarding a request for a variance from the Burnet County Subdivision Regulations by Mary Kay Wall Flemming to create a 5.01 acre tract out of a 119.52 acre tract identified as BCAD parcel #47174, 47176, 47177, 48287 and 54183 located in the 6000 block of CR 330 (Wall)
14. Discussion and/or action regarding a replat of a portion of Lots 66 and 67, Twin Isles Subdivision, to be known as Lot 67-A, Twin Isles Subdivision (Luther)
15. Discussion and/or action regarding the replat of Lots 1 and 2, Clen Oaks, to be known as Lot 1A, Clen Oaks (Luther)

16. **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).
 - a. Discussion regarding potential real estate purchase by Burnet County
17. Reconvene in Open Session.
18. Discussion and/or action regarding items discussed in Executive Session.
 - a. Potential real estate purchase by Burnet County
19. Discussion and/or action regarding Department Updates: (Oakley)
20. Acknowledgment of Receipt:
 - a. ESD 2 Report
 - b. Cassie VFD and EMS Report
 - c. MFAEMS Report
 - d. MIS Summary
 - e. State Crisis Intervention Grants
 - f. Updates Personnel Policy/Employee Handbook
 - g. Autopsy Fee Increase

Attachments

ESD 2 report

Cassie Report

Marble Falls Report

Updated Personnel Policy

21. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified: (Oakley)
 - a. Travel Net Solutions Agreement for Tourism
 - b. SADA License quote
 - c. Bluebonnet Festival Sponsorship for the \$5,000 level for Tourism
 - d. District Attorney Agreement for the FY 2024 Motor Vehicle Crime Prevention Authority Grant Program for the Heart of Texas Auto Theft Task Force for Sept. 1, 2023 - August 31, 2024
 - e. Pinnacle Consulting Management Group for acquisition services
 - f. Johnson Controls Agreement
 - g. Inter local Agreement with DPS for the Failure to Appear Program (Omni)

Attachments

Travel Net

SADA

Bluebonnet festival

Bluebonnet festival 2

District Attorney Agreement

Pinnacle

DPS contract
Johnson Controls

22. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings: (Oakley)
 - a. Approval to go out for bids for work to be performed on CR 401N
23. 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.
24. Discussion regarding any previous agenda items.
25. Calendar Review.
26. 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 9th day of February , 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

5.

Meeting Date: 02/13/2024

Subject

Discussion and/or action regarding a Resolution of Support by Burnet County Commissioners Court for additional measures to secure the border, stop the invasion at the border, and protect our communities (Oakley)

Attachments

Border Resolution

Resolution of Support by the Burnet County Commissioners Court

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF BURNET

§

OF BURNET COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Burnet County, Texas, held on this ____ Day of February, 2024, on motion by _____, Commissioner of Precinct No. _____, and second by _____, Commissioner of Precinct No. _____, the following **RESOLUTION** was adopted:

A RESOLUTION CALLING FOR ADDITIONAL MEASURES TO SECURE THE BORDER, STOP THE INVASION AT THE BORDER, AND PROTECT OUR COMMUNITIES

WHEREAS, the Preamble to the United States Constitution outlines the chief responsibility of the Federal Government is to “insure domestic tranquility” and “provide for the common defense”; and

WHEREAS, Article IV, Section 4 of the United States Constitution provides “The United States *shall guarantee* to every State in this Union a Republican Form of Government, and *shall protect each of them against invasion*”; and

WHEREAS, Article IV, Section 7 of the Texas Constitution provides the Governor of Texas legal authority as “Commander-in-Chief of the military forces of the State”... and... “He shall have power to *call forth the militia to execute the laws of the State*, to suppress insurrections, and to *repel invasions*”; and

WHEREAS, Governor Greg Abbott, the Texas Department of Public Safety (DPS), and the Texas National Guard are using legal authority vested by the Texas Constitution to secure the border, stop the smuggling of drugs, weapons, and cartel-trafficked people into Texas, and prevent, detect, and interdict transnational criminal activity between ports of entry; and

WHEREAS, Since Gov. Abbott launched Operation Lone Star in March 2021, the multi-agency effort has led to more than 473,900 arrests of illegal aliens, including more than 34,800 criminal arrests, with more than 31,800 felony charges reported. Statewide, OLS officers have seized over 431 million lethal doses of fentanyl, enough to kill more than the populations of the U.S. and Canada.

WHEREAS, since January 2021, over 8 million illegal border crossers have entered the U.S., totaling more than the individual populations of 38 U.S. states.¹ The overwhelming majority of them are single adults. These numbers exclude the more than 1.6 million got-aways who are known to have evaded capture after illegally entering the U.S.² It also

¹ Bethany Blankley, “Illegal border crossers since 2021 total more than the individual populations of 38 states,” The Center Square, June 22, 2023, https://www.thecentersquare.com/national/article_81293caa-1050-11ee-8619-734bf91c6025.html.

² “The Border Report: Nearly 1.6 million 'gotaways' in U.S. since January 2021,” The Center Square, https://www.thecentersquare.com/national/article_39ac2a1e-427c-11ee-b491-8f09038b3e88.html.

excludes over 600 known, suspected terrorists who've been apprehended at our southern and northern borders.³

This invasion is unsustainable and threatens the lives of our citizens. Counties and states cannot absorb the socio-economic costs and criminal impact resulting from illegal immigration and an unsecure and open border.

WHEREAS, Gov. Abbott and the Texas Legislature designated Mexican cartels as Foreign Terrorist Organizations; the cartels act as paramilitary, narco-terrorist organizations that profit from trafficking people and drugs into the United States and use migrant warfare to obfuscate the trafficking of drugs and people by utilization of irregular techniques, tactics, and procedures. The terrorist designation acknowledges that non-state actors are conducting irregular warfare operations and breaching the sovereignty and national security of the United States, and furthering Gov. Abbott's formal diplomatic representation to the United States that the State of Texas is not protected against an invasion; and

WHEREAS, the ongoing border security crisis is creating a national security threat and humanitarian disaster with overwhelming consequences to the lives and liberties of the residents of the State of Texas; and

WHEREAS, on July 5, 2022, the counties of Kinney, Goliad and Terrell declared an invasion for the first time in Texas history. Since then, nearly 50 counties have declared an invasion⁴; over 50 have declared disaster declarations. The counties have 1) declared an invasion, 2) are calling on the judges and commissioners of Texas' remaining roughly 200 counties to also declare an invasion, and to 3) commit to support repelling the declared invasion of those who relentlessly go to great lengths to circumvent the laws of Texas and the United States of America.

WHEREAS, Gov. Greg Abbott has called a special legislative session for the legislature to pass a law to make it a criminal offense for illegal entry into Texas from a foreign nation, to authorize all licensed peace officers to remove illegal aliens from Texas, to increase penalties for human smuggling, and to provide more funding for the construction, operation, and maintenance of Texas' border barrier infrastructure.

THEREFORE, LET IT BE RESOLVED, that we express support for Governor Abbott's efforts to secure the Texas border, defend Texas' sovereignty and call on the legislature to also declare an invasion and provide additional legal authorities in support of Operation Lone Star. By counties declaring an invasion we are expressing support for state executive and legislative authorities to secure the Texas border.

Adopted and approved this _____ day of _____ 2024.

Hon. James Oakley
Burnet County Judge

Jim Luther
County Commissioner, Precinct 1

Damon Beierle
County Commissioner, Precinct 2

³ U.S. Customs & Border Protection Terrorist Screening Dataset (TSDS) encounters, <https://www.cbp.gov/newsroom/stats/cbp-enforcement-statistics>, as of September 15, 2023.

⁴ "Four more Texas counties declare invasion at southern border," The Center Square, July 15, 2023, https://www.thecentersquare.com/texas/article_427cdeb8-2323-11ee-980f-c713ea89f55a.html.

Billy Wall
County Commissioner, Precinct 3

Joe Don Dockery
County Commissioner, Precinct 4

Burnet County Commissioners Court

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Regular Session

6.

Meeting Date: 02/13/2024

Subject

Discussion and/or action regarding the approval and signature of the final Financial Status Report, Conditional Final Waiver and Release of Claims, Amendment #1 for the Texas Local Emergency Planning Committee (LEPC) Grant program to assist LEPC's in establishing, maintaining, and/or improving their implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA). The change is removing the EOC website and design and adding the switch to connect the generator to the EOC that was also purchased with this grant and to add the shipping for the generator (Dockery/K.Smith)

Attachments

LEPC

**Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT**

1.	STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED:				TCEQ CRITICAL INFRASTRUCTURE DIVISION				
2.	GRANT/CONTRACT TITLE:		BURNET COUNTY LEPC						
3.	PAYEE IDENTIFICATION NUMBER:				4.	RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE) :			
	17460004546					BURNET COUNTY			
5.	TCEQ CONTRACT NUMBER:					220 S. PIERCE ST			
	582-23-43596					BURNET, TX 78611			
6.	FINAL REPORT:	YES	X	NO					
7.	ACCOUNTING BASIS:	CASH	ACCRUAL	X (Modified)					
8.	TOTAL PROJECT/GRANT PERIOD:				9.	PERIOD COVERED BY THIS REPORT:			
	FROM	4/17/2023	TO	8/31/2024		FROM	9/1/2023	TO 11/30/2023	
10.	BUDGET CATEGORIES:		Approved Budget		Project Cost This Report		Cumulative Project Cost		Balance **
a.	Mobile Diesel Generator		\$44,250.00		\$44,250.00		\$44,250.00		0.00
b.	Switch for Mobile Diesel Generator		\$ 9,740.00		\$ 9,448.89		\$ 9,448.89		291.11
c.	Total		\$53,990.00		\$53,698.89		\$53,698.89		291.11
d.									
e.									
f.									
*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with Attachment B of your contract.									
**Negative balances in any of the budget categories should be explained in a brief accompanying narrative.									
11.	CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.								
	Signature of Authorized Certifying Official			X					
	Typed or Printed Name and Title		James Oakley, Burnet County Judge						
	Telephone (Area code, number and ext.)			512-756-5400			Date Submitted		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$53,990.00, which constitutes final payment to Burnet County (hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number 582-23-43596 (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this 13 day of February, 2024.

By: _____
(signature)

James Oakley

(name)

Burnet County Judge

(title)

AMENDMENT NUMBER 1

In accordance with General Term and Condition sub-article 1.2, Amendments, Texas Commission on Environmental Quality ("TCEQ") and Burnet County ("PERFORMING PARTY"), agree to amend Contract Number 582-23-43596 as follows:

1. The Approved Purchase List, Table 1 in the Scope of Work, has changed to remove Item Numbers 1 and 2 and add Item Number 4. From this point forward items 3 and 4 will now be referred to as items 1 and 2.

Table 1. Approved Purchase List

Item Number	Budget Category	Item Description	Cost Per Unit	Quantity	Total
1	Equipment	Mobile Diesel Generator	\$44,250.00	1	\$44,250.00
2	Other	Switch for Mobile Diesel Generator	\$9,740.00	1	\$9,740.00
				Total:	\$53,990.00

All other conditions and requirements of Contract Number 582-23-43596 remain unchanged.

Texas Commission on Environmental Quality

By: _____
Authorized Signature

Lana D'Souza
Printed Name

Section Manager
Title

Date

**PERFORMING PARTY
Burnet County LEPC**

By: _____
Authorized Signature

James Oakley
Printed Name

Burnet County Judge
Title

2/13/2024
Date

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

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Regular Session

7.

Meeting Date: 02/13/2024

Subject

Discussion and/or action regarding the quotes for a new haul truck. The cost to be split by all Precincts (Beierle)

Attachments

Truck discussion 1

Truck discussion 2

Truck discussion 3

Texas Local Government Purchasing Cooperative
The Buy Board

PRICING WORKSHEET				Proposal # 8895-01	
Buying Agency: Burnet County			Date Prepared 1/8/2024		
Southwest International Trucks			Contract 723-23		
Product Description: 2025 International HX620 6x4					
60,000 GVWR tractor			HX620 6x4 is base chassis		
Contact Person: Cindy Dalrymple			Item: Base Chassis Bid	\$	93,581.44
B: Options		Option cost is MSRP			
Frame rails with tapered rear	87.00	Air cleaner dual element			78.00
Aluminum front bumper with tow pin	872.00	Allison 4500 rds 6 speed transmission			20,990.00
2 deck plates/ Front license plate holder	376.00	Modine oil cooler			1,371.00
Frame rails with 199" wheelbase	833.00	Stalk shifter/ Synthetic oil			455.00
14,000 lb. front axle and suspension	798.00	Neutral at stop			725.00
Air system for tractor application	346.00	46,000 lb. rear axle with locking diff			6,229.00
Trailer hoses and cable with bar	213.00	46,000 lb. rear air suspension with valve			1,102.00
ABS system 6 channel	2,426.00	Fuel/water separator with fuel heater			708.00
Dana Spicer driveline system	527.00	100 gallon aluminum fuel tank			618.00
Turnback tailpipe	64.00	Gauge package			396.00
Engine Jake brake	1,188.00	Fixed passenger seat			518.00
CB radio accommodation package	202.00	C-loop powered mirrors/ Hood mirrors			534.00
AM/FM radio with Bluetooth	483.00	Fresh air filter			76.00
Back up alarm/ Parking brake alarm	162.00	Modesty panel with lights			249.00
Windshield wiper speed control	84.00	Exterior sunshade			928.00
Test exterior light switch	42.00	Cab sound insulation			371.00
Delco Remy starting motor	42.00	Access cab and frame			651.00
Fog lights	275.00	Steel front and rear wheels			516.00
Battery disconnect switch	397.00	PTO accommodation package			148.00
Additional power source	109.00	11R24.5 Continental front and rear tires			\$4,770.00
Chrome griller with bug screen	\$460.00	Factory surcharge			\$3,250.00
Air slide fifth wheel	\$2,628.00				
Additional keys	\$48.00				
Mudflap holders with mudflaps	\$179.00				
Cummins X15 engine 500 HP/1850 torque	\$9,812.00				
Subtotal Column 1:		\$	22,653.00	Subtotal Column 2:	
Total Options				\$	67,336.00
CHASSIS WITH FACTORY OPTIONS					\$ 160,917.44
TOTAL BODY PRICE					14,500.00
INSTALL WET KIT WITH PTO DASH SWITCH					
INSTALL HEADACHE RACK WITH TOOL BOX/ POLY FENDERS					
Additional Options:					
Buy Board Fee					400.00
Transportation					0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit					750.00
TOTAL BUY BOARD PRICE					\$176,567.44
Tanner Bragg					
Southwest International Trucks-Arlington.					
PRICE IS SUBJECT TO FURTHER FACTORY INCREASES					
Arlington, Texas 76010					
Fax# 817-861-7084					
Office# 817-664-2906					
E-mail Address: tanner.bragg@swit-tx.com					
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.					
We will order your truck when we receive notification from the Buy Board of your purchase order.					
Thank you,					
Tanner Bragg					



Contract Number: 723-23 Date: 1-22-2024
 Contractor: Volvo & Mack Trucks of Waco
 (VED Heritage Properties, LTD)
 Prepared By: Justin Clark
 Phone: (254) 662-0911
 Email: jclark@volvomackwaco.com

Buying Agency:	Burnett County
Contact Person:	Cindy Dalrymple
Phone:	512-765-5495
Email:	purchasing@burnetcountytexas.org

NEW 2025 MACK PI64 haul truck
quote valid for 60 days

Product Description:		Mack Pinnacle, ITEM NO. 168		PO Number:						
A. Product Item Unit Price								\$14,975		
B. Published Options - Itemized Below										
Description			Cost		Description			Cost		
MP8 505 HP			\$28,900.00		Rear tires – 11R24.5			\$2,400.00		
Mack mdrive 12 speed automatic			\$38,995.00		200-249 inch wheelbase			\$19,500.00		
14,600 Front axle			\$19,950.00		2025 year model price adjustm			\$8,900.00		
40,000 lbs. air (rear suspension)			\$36,995.00		93 gallon LH fuel tank			\$3,800.00		
front tires - 11R24.5			\$2,400.00		92 gallon RH fuel tank			\$3,800.00		
Single exhaust stack			\$5,100.00		Locking differential - Mack axle			\$11,000.00		
Power windows			\$1,700.00							
Hadley rear view mirrors - power and heat			\$3,900.00		**see attached specs for full details					
					DISCOUNT			-\$46,865.00		
					Subtotal From Additional Sheet(s):					
					Subtotal B:			\$140,475.00		
C. Body Options & Unpublished Options - Itemized Below										
Description			Cost		Description			Cost		
wetkit for mdrive transmission			\$4,900.00							
headache rack			\$1,750.00							
toolbox			\$695.00							
					Subtotal From Additional Sheet(s):					
					Subtotal C:			\$7,345.00		
D. Total Cost Before Any Applicable Trade-In/Other Allowances/Discounts (A+B+C)										
Quantity Ordered		1		X Subtotal of A+B+C		\$162,795.00		Subtotal D:		\$162,795.00
E. Buyboard Fee (From Fee Schedules, Table)								Subtotal E:		\$400.00
F. Trade-Ins/Special Discounts/Other Allowances/Freight/Miscellaneous Charges										
Description			Cost		Description			Cost		
					Subtotal F:			\$0.00		
Delivery Date: Q4 2024					G. Total Purchase Price (D+E+F)			\$163,195.00		

PLEASE EMAIL A COPY OF THE QUOTE AND PO TO INFO@BUYBOARD.COM



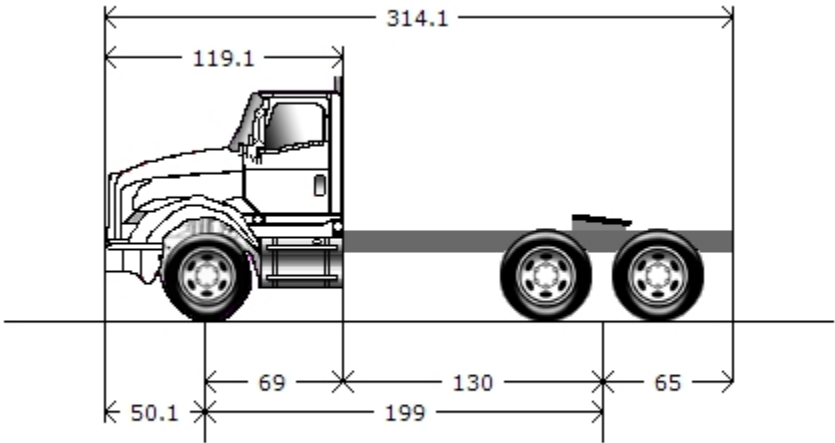
Hx620 SBA

Sales Proposal For:
Burnet County, Texas

Presented By:
SOUTHWEST INTL TRKS INC

Prepared For:
Burnet County, Texas
Karin Smith
220 S Pierce St.
Burnet, TX 78611-2200
(512)756 - 5420
Reference ID: N/A

Presented By:
SOUTHWEST INTL TRKS INC
Tanner K Bragg
2401 E PIONEER PKWY
ARLINGTON TX 76010 -
(817)461-2931



Model Profile
2025 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	On-Off Highway Tractor - General
MISSION:	Requested GCWR: 80000. Calc. GCWR: 115000. Calc. GVWR: 60000 Calc. Start / Grade Ability: 21.49% / 1.73% @ 55 MPH Calc. Geared Speed: 97.9 MPH
DIMENSION:	Wheelbase: 199.00, CA: 130.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins X15 500V} Productivity Series, EPA 2024, 500HP @ 1900 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 512 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 3.91
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R24.5 Load Range H HSR 3 (CONTINENTAL), 473 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R24.5 Load Range H HDL2 DL+ (CONTINENTAL), 468 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100LZ Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HX62000	Base Chassis, Model HX620 SBA with 199.00 Wheelbase, 130.00 CA, and 65.00 Axle to Frame.	9444/6697	16141
1616	FRAME RAILS WITH TAPERED REAR	0/-7	-7
1832	DECK PLATE Aluminum, (2) Sections, 15" Wide	14/12	26
1AND	AXLE CONFIGURATION {Navistar} 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL	62/137	199
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	1/0	1
1LTE	BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty	-61/11	-50
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity	92/-18	74
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)	105/-105	0
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	0/0	0
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	-138/0	-138
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications	19/-3	16
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab : HAND CONTROL VALVE, AIR Mounted in Instrument Panel : PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel : PARKING BRAKE VALVE Combination Valve for Tractor and Trailer : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle : TRACTOR PROTECTION VALVE		
4803	TRAILER HOSES AND CABLES {Phillips} Straight, Rubber Hose, 14' Working Length, Aluminum Glad Hands with Rubber Seals, Lighting Cable with Nylon Plug	9/4	13
4808	HOSE TENDER Slide Bar with Single Spring Bracket, Bar Extended 4" from Cab	10/5	15
4AZY	AIR BRAKE ABS {Bendix AntiLock Brake System} 6-Channel (6 Sensor/6 Modulator) Electronic Stability Program, with Automatic Traction Control	0/0	0
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic	0/28	28

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	0/0	0
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks	0/0	0
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle	0/150	150
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
6DGU	DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	2/5	7
7BEU	AFTERTREATMENT COVER Aluminum	0/0	0
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	0/0	0
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ ISX/X15 Engines; Furnished with Engine	0/0	0
7WAZ	TAIL PIPE (1) Turnback Type	-10/-3	-13
7WDM	EXHAUST HEIGHT 10'	0/0	0
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	13/7	20
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
8653	HORN, AIR Single, Located Under Cab	0/0	0
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	0/0	0
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection	1/0	1
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XJH	FOG LIGHTS (2) Clear Lens, LED, Rectangular, with White Light Source	3/0	3
8XNB	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Power to Power Distribution Center (PDC), Does Not Disconnect Charging Circuits, Locks with Padlock, Cab Mounted	7/1	8
8XNY	HEADLIGHTS Halogen	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9AAC	LOGOS EXTERIOR Model Badges, Shipped Loose, Located in Cab	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9ASE	FRONT END Tilting, Composite	0/0	0
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10HJB	FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame, Left Hand Release	0/540	540
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys	0/0	0
10WPT	MUD FLAP HOLDER Spring Loaded, Painted Black, 45-Degree End, with Red and White Reflective Tape, Less Flaps	-7/27	20
10WSX	MUD FLAPS, REAR Black Poly, with International Logo, Less Holders	-3/14	11
11001	CLUTCH Omit Item (Clutch & Control)	-125/-19	-144
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EWZ	ENGINE, DIESEL {Cummins X15 500V} Productivity Series, EPA 2024, 500HP @ 1900 RPM, 1850 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 512 Peak HP (Max)	639/38	677
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VCB	AIR CLEANER Dual Element, with Pre-Cleaner, Engine Mounted	0/0	0
12VJT	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type	0/0	0
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler	0/0	0
	<u>Includes</u> : RADIATOR HOSES Premium, Rubber		
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	180/68	248
13WCU	OIL COOLER, TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder, for Automatic Transmission	43/-7	36

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	4/4	8
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 3.91	0/487	487
	<u>Notes</u> : Axle Lead Time is 45 Days		
14ULB	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers	0/-68	-68
15LNA	FUEL HEATER {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled	0/0	0
15LPX	FUEL/WATER SEPARATOR {Davco 386} 12 VDC Electric Heater, with ESOC Fittings, Includes Water-in-Fuel Sensor	4/0	4
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab	22/27	49
15WGE	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Right Rail, Back of Cab	20/25	45
16030	CAB Conventional, Day Cab	0/0	0
	<u>Includes</u> : CAB REAR SUSPENSION Air : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console : FLOOR COVERING Rubber, Black : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side : READING LIGHT, CAB Located in Overhead Console : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
	<u>Includes</u> : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HGL	GAUGE, OIL TEMP, REAR AXLE	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKE	GAUGE, LOAD INDICATING REAR Text Message in Cluster Display, for use with Rear Air Suspension	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage	30/10	40
16LWK	SEAT, DRIVER {ISRI} Series 300, Air Suspension, High Back, Vinyl, Single Chamber Lumbar, Inboard Armrest, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt	0/0	0
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	3/0	3
16SPA	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Black, 7.5" x 7"	11/-1	10
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16XBZ	MODESTY PANEL Painted Body Color, with Amber Lens LED Lights, for Day Cab	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights	20/1	21
16XYW	CAB SOUND INSULATION Day Cab Interior Noise Reduction Package	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16ZHU	ACCESS, CAB AND FRAME Aluminum, Driver & Passenger Sides, Two Steps per Door; Left Side Frame Access Step, Includes One Deck Plate and Grab Handle, for use with Day Cab or Sleeper Cab	-48/-7	-55
27DUP	WHEELS, FRONT {Accuride 50409} DISC; 24.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	22/0	22
28DTD	WHEELS, REAR {Maxion 90542} DUAL DISC; 24.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/96	96
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
7384225439	(2) TIRE, FRONT 11R24.5 Load Range H HSR 3 (CONTINENTAL), 473 rev/mile, 75 MPH, All-Position	24/0	24
7384225447	(8) TIRE, REAR 11R24.5 Load Range H HDL2 DL+ (CONTINENTAL), 468 rev/mile, 75 MPH, Drive	0/96	96
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline	0/0	0
Services Section:			
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B	0/0	0
Total Component Weight:		10418/8298 (lbs)	18716 (lbs)
1	Install Wet Kit WITH PTO DASH SWITCH HEADACHED RACK WITH TOOL BOX POLY FULL FENDERS	0/0	0
Total Body Allied:		0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

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

8.

Meeting Date: 02/13/2024

Subject

Discussion and/or action concerning membership to National Association of Counties (Oakley)

Attachments

NACO membership



2/13 CC
D/A County Membership
to NATIONAL Association of
Counties A.D.

Burnet County
ATTN: James Oakley
220 S Pierce St, Rm 1
Burnet, Texas, 78611

Your NACo membership is
more important than ever.

**Please send your 2024 dues
payment today!**

Counties, parishes, and boroughs continue to face a wide range of both opportunities and challenges. Renew your NACo membership now to keep Burnet County as healthy, safe, and vibrant as it can be.

Your membership in NACo is an investment for all elected officials and staff, ultimately benefiting residents and saving taxpayer dollars. The shared solutions, resources, federal advocacy, and the expertise of NACo staff make NACo membership more valuable than ever.

As you will see on the enclosed 2023 NACo Advocacy in Action letter, we continue to make progress on your behalf to ensure county needs are met in federal legislative packages, including the Bipartisan Infrastructure Law and so much more. NACo is your voice in Washington D.C. on issues ranging from broadband to roads and bridges to public lands to mental health.

Please take a moment to review your statement and start the process to send in your membership dues of \$674 for 2024.

NACo continues to work by your side so you can focus on issues that matter in Burnet County. Thank you in advance and we look forward to partnering with you again next year.

Sincerely,



Hon. Tammy Tincher
Chair, NACo Membership Standing Committee
Greenbrier County, W.Va.

P.S. If you have already sent your dues payment, please disregard this mailing.

2025 DUES NOTICE

The NACo Board of Directors has approved an update to NACo dues based on 2020 census data, taking effect on January 1, 2025.

The dues change will reflect Burnet County's 2020 U.S. Census population.

Based on updated census data, your NACo dues will be \$775 for the 2025 membership year.

With the updated dues amount, Burnet County will have 1 <vote/votes> during the NACo Annual Business meeting starting in 2025.

If you have any questions about the population adjustment, please contact the NACo team at membership@naco.org.

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: 02/13/2024

Subject

Discussion and/or action regarding the approval of the Monthly Treasurer's Report for December 2023
(Crownover)

Attachments

Treasurer Report December

AFFIDAVIT

I, Karrie Crownover, Treasurer, CIO, in and for the County of Burnet, State of Texas, do present the foregoing Monthly Report to be a true and correct statement, to the best of my knowledge, of all accounts under the control of the Burnet County Treasurer for December, 2023. Any reconciling items not available to me at time of commissioners court meeting will be noted on the next month's report.

Karrie Crownover, Treasurer

Beginning Cash	\$47,723,669.40		Previous Year Balances:
and Investments Balance			\$37,919,605.79
Cash Receipts	\$7,605,790.13		\$12,202,750.35
Allocated Int Earned	\$32,253.03	Combined Int	\$3,130.41
Interest Earned	\$178,369.06	\$210,622.09	\$79,691.83
Cash Disbursements	-\$5,520,070.58		-\$6,010,824.95
Net Change	\$2,085,719.55		
Month Ending Cash			
and Investments Balance	\$49,987,758.01		\$44,191,233.02

For County purposes all contributions are hereby accepted LGC {81.302}

December 2023 contributions received:

Reserve Donations received; VetRides \$1,628.00

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy, and based upon presentations of the Treasurer's Office, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}
On this 13th day of February, 2024.

In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced. {LGC 114.026(d)}

James Oakley, 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:

Karin Smith, Auditor

Vicinta Stafford, County Clerk

*NOTE: For a complete copy of the monthly report contact the Burnet County Treasurer's office at 512-756-5497

TOTAL CASH AND INVESTMENTS DECEMBER 2023

Fund		Beg Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
FSBCT								
	5 APCA	\$-11,436.15		\$4,391,991.85	-\$4,027,279.83	\$6,333.64	\$353,275.87	\$353,275.87
	DA-SZ	\$142,098.58		\$1,064.04	\$0.00	\$604.67	\$143,767.29	\$143,767.29
	BOND	\$362,832.60		\$8,313.30	-\$18,813.30	\$0.00	\$352,332.60	\$352,332.60
	SEARCH	\$11.70		\$1.00	\$0.00	\$0.00	\$12.70	\$12.70
05-103-100	GEN POOLED CASH	\$6,597,686.35		\$9,050,635.05	-\$5,124,969.30	\$25,138.31	\$10,523,352.10	\$10,523,352.10
	FUNDS DETAIL EXHIBIT 'A'							
	County Clerk Clearing Acct	\$0.00		\$52,822.78	-\$52,822.78	\$230.28	\$0.00	\$0.00
	District Clerk Clearing Acct	\$0.00		\$41,130.90	-\$41,130.90	\$150.33	\$0.00	\$0.00
	JP1 Clearing Acct	\$0.00		\$24,150.52	-\$24,150.52	\$111.86	\$0.00	\$0.00
	JP2 Clearing Acct	\$0.00		\$15,522.71	-\$15,522.71	\$86.88	\$0.00	\$0.00
	JP3 Clearing Acct	\$0.00		\$9,440.39	-\$9,440.39	\$37.07	\$0.00	\$0.00
	JP4 Clearing Acct	\$0.00		\$13,805.64	-\$13,805.64	\$66.24	\$0.00	\$0.00
	Treasurer Clearing Acct	\$0.00		\$20,419.17	-\$20,419.17	\$98.42	\$0.00	\$0.00
	TOTAL CASH	\$7,091,193.08	\$0.00	\$13,629,297.35	-\$9,348,354.54	\$32,253.03	\$11,372,740.56	\$11,372,740.56
Money Mkt								
FSBCT	GENERAL INVESTMENT	\$0.00						
C.D. Investments								
Ally Bk Sandy U	CD-Gen Pooled Cash	\$251,246.08		\$0.00	\$0.00	\$684.55	\$251,930.63	\$251,930.63
American Expre	CD-Gen Pooled Cash	\$248,978.41		\$0.00	\$0.00	\$337.01	\$249,315.42	\$249,315.42
Beal BK Plano	CD-Gen Pooled Cash	\$248,874.12		\$0.00	\$0.00	\$326.47	\$249,200.59	\$249,200.59
BluPeak CU	CD-Gen Pooled Cash	\$248,603.35		\$0.00	-\$1,131.29	\$1,169.00	\$248,641.06	\$248,641.06
BMW BK NORT	CD-Gen Pooled Cash	\$248,956.67		\$0.00	\$0.00	\$337.01	\$249,293.68	\$249,293.68
Farmers Ins Gr	CD-Gen Pooled Cash	\$248,441.64		\$0.00	-\$1,019.18	\$1,053.16	\$248,475.62	\$248,475.62
First Tech Fed	CD-Gen Pooled Cash	\$248,690.66		\$0.00	-\$1,090.52	\$1,126.87	\$248,727.01	\$248,727.01
JPMorgan Chas	CD-Gen Pooled Cash	\$0.00		\$245,000.00	\$0.00	\$215.47	\$245,215.47	\$245,215.47
LocalGov'tFCU	CD-Gen Pooled Cash	\$248,699.16		\$0.00	-\$998.79	\$1,032.08	\$248,732.45	\$248,732.45
Northeast Cmn	CD-Gen Pooled Cash	\$251,781.15		\$0.00	\$0.00	\$1,105.81	\$252,886.96	\$252,886.96
OakStar Bank N	CD-Gen Pooled Cash	\$248,034.65		\$0.00	-\$1,039.56	\$1,074.21	\$248,069.30	\$248,069.30
OCEANFIRST B	CD-Gen Pooled Cash	\$248,827.57		\$0.00	\$0.00	\$305.42	\$249,132.99	\$249,132.99
Pacific Western	CD-Gen Pooled Cash	\$254,991.56		\$0.00	\$0.00	\$1,105.81	\$256,097.37	\$256,097.37
PNC BK NTL A	CD-Gen Pooled Cash	\$251,816.82		\$0.00	\$0.00	\$1,105.81	\$252,922.63	\$252,922.63
Santander	CD-Gen Pooled Cash	\$248,513.67		\$0.00	\$0.00	\$1,137.40	\$249,651.07	\$249,651.07
US Bank Ntl As	CD-Gen Pooled Cash	\$0.00		\$248,000.00	\$0.00	\$1,008.99	\$249,008.99	\$249,008.99
Vibrant CR UN	CD-Gen Pooled Cash	\$0.00		\$248,000.00	\$0.00	\$414.81	\$248,414.81	\$248,414.81
Americu CR UN	CD-Gen Pooled Cash	\$248,036.35		\$0.00	-\$1,126.87	\$1,126.87	\$248,036.35	\$248,036.35
Jefferson Finl F	CD-Gen Pooled Cash	\$248,403.59		\$0.00	-\$249,100.71	\$697.12	\$0.00	\$0.00
Oregon Cmnty	CD-Gen Pooled Cash	\$248,375.44		\$0.00	-\$1,126.33	\$1,163.88	\$248,412.99	\$248,412.99
Western St Bk	CD-Gen Pooled Cash	\$253,833.78		\$0.00	-\$254,590.01	\$756.23	\$0.00	\$0.00
Treasury								
FEDERAL HOME LOAN BK		\$1,004,875.00		\$0.00	\$0.00	\$1,250.00	\$1,006,125.00	\$1,006,125.00
		\$5,499,979.67	\$0.00	\$741,000.00	-\$511,223.26	\$18,533.98	\$5,748,290.39	
TEXPOOL								
	PRESERVATION	\$1,028.52		\$0.00	\$0.00	\$4.65	\$1,033.17	\$1,033.17
	RECORDS ARCHIVES	\$63,790.52		\$0.00	\$0.00	\$290.88	\$64,081.40	\$64,081.40
	ROAD & BRIDGE	\$1,859.48		\$0.00	\$0.00	\$8.37	\$1,867.85	\$1,867.85
	HOTEL/MOTEL	\$696.72		\$0.00	\$0.00	\$3.10	\$699.82	\$699.82
	DEBT SERVICE	\$842.92		\$0.00	\$0.00	\$3.72	\$846.64	\$846.64
	TOTAL TEXPOOL	\$68,218.16	\$0.00	\$0.00	\$0.00	\$310.72	\$68,528.88	
LOGIC	HOTEL/MOTEL	\$1,040,492.64		\$0.00	\$0.00	\$4,896.74	\$1,045,389.38	\$1,045,389.38
	RECORDS ARCHIVES	\$65,352.11		\$0.00	\$0.00	\$307.56	\$65,659.67	\$65,659.67
	ROAD & BRIDGE	\$2,096,842.43		\$0.00	-\$500,000.00	\$8,426.10	\$1,605,268.53	\$1,605,268.53
	GENERAL	\$6,285,098.46		\$0.00	\$0.00	\$29,578.75	\$6,314,677.21	\$6,314,677.21
	DEBT SERVICE	\$1,880,615.99		\$0.00	\$0.00	\$8,850.49	\$1,889,466.48	\$1,889,466.48
	TOTAL LOGIC	\$11,368,401.63		\$0.00	-\$500,000.00	\$52,059.64	\$10,920,461.27	
TXCLASS	TN2020	\$1,619,213.79		\$0.00	\$0.00	\$7,684.00	\$1,626,897.79	\$1,626,897.79
	ROAD & BRIDGE	\$1,036,792.74		\$0.00	\$0.00	\$4,920.10	\$1,041,712.84	\$1,041,712.84
	GENERAL	\$399,073.76		\$0.00	\$0.00	\$1,893.80	\$400,967.56	\$400,967.56
	CARES 2021	\$3,280,523.23		\$0.00	-\$500,000.00	\$14,116.11	\$2,794,639.34	\$2,794,639.34
	TN2022	\$4,290,793.31		\$0.00	-\$750,000.00	\$18,184.48	\$3,558,977.79	\$3,558,977.79
	DEBT SERVICE	\$910,774.19		\$0.00	\$0.00	\$4,322.10	\$915,096.29	\$915,096.29
	REST/DEDICATED FUND	\$7,111,596.20		\$0.00	-\$675,000.00	\$31,788.37	\$6,468,384.57	\$6,468,384.57
	TN2023	\$5,047,109.64		\$0.00	\$0.00	\$23,951.09	\$5,071,060.73	\$5,071,060.73
	TOTAL TXCLASS	\$23,695,876.86		\$0.00	-\$1,925,000.00	\$106,860.05	\$21,877,736.91	
	TOTAL INVESTMENTS	\$40,632,476.32	\$0.00	\$741,000.00	-\$2,936,223.26	\$177,764.39	\$38,615,017.45	
TOTAL CASH		\$7,091,193.08	\$0.00	\$13,629,297.35	-\$9,348,354.54	\$32,253.03	\$11,372,740.56	\$11,372,740.56
LESS FUND TRANSFERS				-\$4,569,283.96	\$4,569,283.96			\$0.00
LESS INVEST TRANSFERS				-\$2,195,223.26	\$2,195,223.26			
INVESTMENTS		\$40,632,476.32	\$0.00	\$741,000.00	-\$2,936,223.26	\$177,764.39	\$38,615,017.45	\$38,615,017.45
TOTAL CASH & INVESTMENTS		\$47,723,669.40	\$0.00	\$7,605,790.13	-\$5,520,070.58	\$178,369.06	\$49,987,758.01	\$49,987,758.01

% Rate for Month	6 Month T-Bill 5.53%	TexPool 5.60%	Logic 5.54%	TX Class 5.57%
	HCNB 5.13%			

**EXHIBIT 'A' -- POOLED CASH
DECEMBER 2023**

Fund	POOLED CASH ACC	adjusted prev mo	Beginning Balance	Current Activity	End Balance	
05-103-100	GEN POOLED CASH				\$10,523,352.10	
05-103-500	PCA/APCA POOLED CASH				\$353,275.87	
TOTAL CASH IN BANK POOLED CASH					\$10,876,627.97	
100	GENERAL	-\$86,448.81	\$5,227,143.98	-\$684,126.12	\$4,456,569.05	\$4,456,569.05
110	CATTY CHCK COLL	-\$123.50	\$3,090.06	-\$168.97	\$2,797.59	\$2,797.59
120	D.A. SPECIAL		-\$7,699.86	\$0.00	-\$7,699.86	-\$7,699.86
140	HMT		\$329,440.06	-\$25,562.23	\$303,877.83	\$303,877.83
150	LAW LIBRARY	\$2,975.00	\$139,415.47	\$2,514.10	\$144,904.57	\$144,904.57
160	WESTERN CTY TWR		\$340,244.74	\$14,894.33	\$355,139.07	\$355,139.07
170	IHC		-\$20,223.60	\$20,223.60	\$0.00	\$0.00
180	RESTRICTED	\$37,788.62	\$2,247,435.36	\$5,817.39	\$2,291,041.37	\$2,291,041.37
190	103-005	\$1,152.94	\$42,368.89	-\$298.27	\$43,223.56	\$43,223.56
200	LIB	\$1,017.80	-\$279,034.57	\$206,549.15	-\$71,467.62	-\$71,467.62
210	HISTORICAL COMM		\$171,487.99	\$612.95	\$172,100.94	\$172,100.94
221	COUNTY REC MGM	\$32.70	\$1,572.04	\$102.47	\$1,707.21	\$1,707.21
222	CCLK RECORDS	\$18,929.10	\$301,669.75	\$19,636.03	\$340,234.88	\$340,234.88
223	DCCLK RECORDS	\$1,687.39	\$170,441.72	\$3,621.14	\$175,750.25	\$175,750.25
230	TECHNOLOGY FND	\$821.96	\$47,476.21	\$581.95	\$48,880.12	\$48,880.12
270	IMHS		-\$1,189,614.73	\$879,904.35	-\$309,710.38	-\$309,710.38
290	GRANTS	\$29,416.51	-\$152,637.28	\$32,158.39	-\$91,062.38	-\$91,062.38
291			\$51,931.67	-\$51,605.16	\$326.51	\$326.51
292			\$0.00	\$0.00	\$0.00	\$0.00
293			-\$15.00	\$0.00	-\$15.00	-\$15.00
294			\$20.00	\$0.00	\$20.00	\$20.00
295		\$186,721.09	-\$334,366.73	\$317,659.05	\$170,013.41	\$170,013.41
296			\$0.00	\$0.00	\$0.00	\$0.00
300	ROAD & BRIDGE		\$337,994.43	-\$11,366.79	\$326,627.64	\$326,627.64
310	R&B PCT #1		-\$188,033.77	\$188,033.77	\$0.00	\$0.00
320	R&B PCT #2		-\$179,428.77	\$178,829.37	-\$599.40	-\$599.40
330	R&B PCT #3		-\$311,379.07	\$311,379.07	\$0.00	\$0.00
340	R&B PCT #4		-\$65,448.54	\$54,770.55	-\$10,677.99	-\$10,677.99
501	FLOOD RECOVERY		\$66,973.76	\$0.00	\$66,973.76	\$66,973.76
504	CHS	\$3,688.73	\$33,110.96	\$16,015.33	\$52,815.02	\$52,815.02
505	JAIL COMM		\$184,924.01	\$4,801.16	\$189,725.17	\$189,725.17
510	BLOOD DRAW PRG	\$1,609.83	\$36,756.25	-\$273.88	\$38,092.20	\$38,092.20
514			\$21,599.35	\$0.00	\$21,599.35	\$21,599.35
600	DS		\$480,641.16	\$860,946.31	\$1,341,587.47	\$1,341,587.47
700	TN		\$143,909.39	\$514.38	\$144,423.77	\$144,423.77
710	Bldgs Restricted	-\$248,000.00	-\$671,517.77	\$1,185,337.80	\$265,820.03	\$265,820.03
719	CAP PRJCTS 2019		\$546,983.71	\$1,955.11	\$548,938.82	\$548,938.82
720	TN2020		\$150,075.56	-\$22,072.05	\$128,003.51	\$128,003.51
722	TN2022		-\$702,153.77	\$699,752.55	-\$2,401.22	-\$2,401.22
723	TN2023		-\$156,063.00	-\$306,298.16	-\$462,361.16	-\$462,361.16
850	HRA	\$10,000.00	-\$6,569.37	\$6,569.37	\$10,000.00	\$10,000.00
880	T&A	\$30,650.96	\$127,696.54	\$22,588.33	\$180,935.83	\$180,935.83
881	CASH BONDS/SUBD		\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
990	PCA	8079.68	-\$355,467.03	\$356,381.40	\$8,994.05	\$8,994.05
		-\$8,079.68	\$6,586,250.20	\$4,290,377.77	\$10,876,627.97	\$10,876,627.97
	TOTAL CLAIM ON CASH				\$10,876,627.97	
	DIFFERENCE				\$0.00	

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

11.

Meeting Date: 02/13/2024

Subject

Discussion and/or action regarding the acceptance of the Quarterly Investment Report - Q1 FY24 (October - December 2023)

Attachments

1st Qtr report

Burnet County Quarterly Investment Report

For the 1st Quarter of FY 2023-2024

Submitted to Commissioner's Court on February 13, 2024

**Karrie Crownover
Burnet County Treasurer**

Prepared: 2/8/2024

**Burnet County Treasurer's
Quarterly Investment Report
For Period Ended 12/31/2023**

The Public Funds Investment Act, Chapter 2256.023 of the Government Code requires the investment officer of each local government to submit to its governing body a quarterly report of investment transactions.

As of December 31, 2023

<u>Investment</u>	<u>%</u>	<u>Balance</u>	<u>Interest Earned (10/23-12/23)</u>
LOGIC		\$10,920,461.27	\$156,794.26
Tex Pool		\$68,528.88	\$917.94
Texas Class		<u>\$21,877,736.91</u>	<u>\$326,395.11</u>
Total Pool Accts	66%	<u>\$32,866,727.06</u>	<u>\$484,107.31</u>
 <u>Certificates of Deposit</u>			
See Attachment		<u>\$4,742,165.39</u>	<u>\$54,156.90</u>
Total C.D.'s	9%	<u>\$4,742,165.39</u>	<u>\$54,156.90</u>
 <u>Treasury/Agencies</u>			
See Attachment	2%	<u>\$1,006,125.00</u>	<u>\$3,750.00</u>
Total Investments		<u>\$38,615,017.45</u>	
Total Investment Earnings			<u>\$542,014.21</u>
 Cash in Bank			
	23%	<u>\$11,372,740.56</u>	<u>\$93,841.38</u>
Total Cash/Investments	100%	<u>\$49,987,758.01</u>	
Total Cash/Investment Earnings			<u>\$635,855.59</u>

*As per Burnet County's Investment Policy, "the basis used by the Investment Officer to determine whether market yields are being achieved shall be the six-month Treasury Bill"

Government Pools:	<u>6 mo Tbill</u>	<u>LOGIC</u>	<u>TEXPOOL</u>	<u>TX CLASS</u>
OCTOBER	5.54%	5.54%	5.36%	5.55%
NOVEMBER	5.38%	5.56%	5.37%	5.59%
DECEMBER	5.53%	5.54%	5.60%	5.57%
QTR Average	5.48%	5.55%	5.44%	5.57%

DEPOSITORY:	<u>CKG ACCT (HCNB)</u>
OCTOBER	5.13%
NOVEMBER	5.00%
DECEMBER	5.00%
QTR Average	5.04%

Invested C.D.'s:
FIXED Rate (Various; See Attachment)

Account	End Balance
GENERAL	\$10,523,352.10
APCA	\$353,275.87
SEARCH	\$12.70
DA-SEIZURE	\$143,767.29
BOND	\$352,332.60
Total Cash Balance of Checking Accounts For the 1st Quarter of FY 2023-2024 For Period Ended 12/31/2023	\$11,372,740.56

CHECKING ACCOUNT INTEREST
1ST QUARTER FY 2023-2024
10/1/2023 through 12/31/2023

Account Description	10/1/2023 10/31/2023	11/1/2023 11/30/2023	12/1/2023 12/31/2023	OVERALL TOTAL
SEARCH	\$0.00	\$0.00	\$0.00	\$0.00
APCA	\$4,074.22	\$5,732.96	\$6,333.64	\$16,140.82
GENERAL	\$26,717.92	\$21,728.86	\$25,138.31	\$73,585.09
DA-SEIZURE	\$592.98	\$582.30	\$604.67	\$1,779.95
CCLK CLEARING ACCT	\$123.97	\$153.55	\$230.28	\$507.80
DCLK CLEARING ACCT	\$208.04	\$125.63	\$150.33	\$484.00
JP1 CLEARING ACCT	\$60.18	\$68.14	\$111.86	\$240.18
JP2 CLEARING ACCT	\$59.27	\$65.77	\$86.88	\$211.92
JP3 CLEARING ACCT	\$24.35	\$23.15	\$37.07	\$84.57
JP4 CLEARING ACCT	\$49.14	\$47.86	\$66.24	\$163.24
TREASURER CLRNG ACCT	\$179.39	\$366.00	\$98.42	\$643.81
OVERALL TOTAL	\$32,089.46	\$28,894.22	\$32,857.70	\$93,841.38

ACCOUNT BALANCES - LOGIC

(Includes Unrealized Gains)
As of December 31, 2023

INVESTMENT ACCOUNTS	Balance
HOTEL/MOTEL	\$1,045,389.38
RECORDS ARCHIVES	\$65,659.67
ROAD & BRIDGE	\$1,605,268.53
GENERAL	\$6,314,677.21
DEBT SERVICE	\$1,889,466.48
TOTAL INVESTMENTS	\$10,920,461.27

INVESTMENT EARNINGS - LOGIC
1ST QUARTER FY 2023-2024
10/1/2023 through 12/31/2023

Account Description	10/1/2023 10/31/2023	11/1/2023 11/30/2023	12/1/2023 12/31/2023	OVERALL TOTAL
HOTEL/MOTEL	\$4,852.84	\$4,733.15	\$4,896.74	\$14,482.73
RECORDS ARCHIVES	\$304.78	\$297.28	\$307.56	\$909.62
ROAD & BRIDGE	\$9,779.32	\$9,538.40	\$8,426.10	\$27,743.82
GENERAL	\$29,312.64	\$28,590.53	\$29,578.75	\$87,481.92
DEBT SERVICE	\$8,770.88	\$8,554.80	\$8,850.49	\$26,176.17
OVERALL TOTAL	\$53,020.46	\$51,714.16	\$52,059.64	\$156,794.26

ACCOUNT BALANCES - TEXPOOL

(Includes Unrealized Gains)
As of December 31, 2023

INVESTMENTACCOUNTS	Balance
PRESERVATION	\$1,033.17
RECORDS ARCHIVES	\$64,081.40
ROAD & BRIDGE	\$1,867.85
HOTEL/MOTEL	\$699.82
DEBT SERVICE	\$846.64
TOTAL INVESTMENTS	\$68,528.88

INVSTMENT EARNINGS - TEXPOOL
1ST QUARTER FY 2023-2024
10/1/2023 through 12/31/2023

Account Description	10/1/2023	11/1/2023	12/1/2023	OVERALL
	10/31/2023	11/30/2023	12/31/2023	TOTAL
PRESERVATION	\$4.65	\$4.50	\$4.65	\$13.80
RECORDS ARCHIVES	\$287.74	\$280.44	\$290.88	\$859.06
ROAD & BRIDGE	\$8.37	\$8.10	\$8.37	\$24.84
HOTEL/MOTEL	\$3.10	\$3.00	\$3.10	\$9.20
DEBT SERVICE	\$3.72	\$3.60	\$3.72	\$11.04
OVERALL TOTAL	\$307.58	\$299.64	\$310.72	\$917.94

Account Balances - TEXAS CLASS

(Includes Unrealized Gains)

As of December 31, 2023

INVESTMENT ACCOUNTS	Balance
TN2020	\$1,626,897.79
ROAD & BRIDGE	\$1,041,712.84
GENERAL	\$400,967.56
CARES 2021	\$2,794,639.34
TN2022	\$3,558,977.79
DEBT SERVICE	\$915,096.29
REST/DEDICATED FUNDS	\$6,468,384.57
TN2023	\$5,071,060.73
TOTAL INVESTMENTS	\$21,877,736.91

INVESTMENT EARNINGS - TEXAS CLASS**1ST QUARTER FY 2023-2024**

10/1/2023 through 12/31/2023

Account Description	10/1/2023	11/1/2023	12/1/2023	OVERALL TOTAL
	10/31/2023	11/30/2023	12/31/2023	
TN2020	\$7,585.28	\$7,416.27	\$7,684.00	\$22,685.55
ROAD & BRIDGE	\$4,856.88	\$4,748.70	\$4,920.10	\$14,525.68
GENERAL	\$1,869.48	\$1,827.82	\$1,893.80	\$5,591.10
CARES 2021	\$15,367.72	\$15,025.31	\$14,116.11	\$44,509.14
TN2022	\$20,100.35	\$19,652.50	\$18,184.48	\$57,937.33
DEBT SERVICE	\$4,266.56	\$4,171.52	\$4,322.10	\$12,760.18
REST/DEDICATED FUNDS	\$33,314.50	\$32,572.25	\$31,788.37	\$97,675.12
TN2023	\$23,643.34	\$23,116.58	\$23,951.09	\$70,711.01
OVERALL TOTAL	\$111,004.11	\$108,530.95	\$106,860.05	\$326,395.11

INVESTMENT EARNINGS - MultiBank Securities
1ST QUARTER FY23-24

10/1/2023 through 12/31/2023

FUND	CERTIFICATE OF DEPOSIT	10/1/2023 10/31/2023	11/1/2023 11/30/2023	12/1/2023 12/31/2023	OVERALL TOTAL
10-GP	Ally Bank Sandy Utah	\$ 684.55	\$ 662.46	\$ 684.55	\$ 2,031.56
	3.25% Maturity 7/8/24				
	Ending Balance				\$ 251,930.63
	02007GVC4				
10-GP	American Express National Bank	\$ 337.00	\$ 326.14	\$ 337.01	\$ 1,000.15
	1.60% Maturity 3/4/24				
	Ending Balance				\$ 249,315.42
	02589ABL5				
10-GP	Beal Bak Plano Texas	\$ 326.48	\$ 315.95	\$ 326.47	\$ 968.90
	1.55% Maturity 3/6/24				
	Ending Balance				\$ 249,200.59
	07371AZK2				
10-GP	BMW BK North Amer Salt Lake City U	\$ 337.01	\$ 326.14	\$ 337.01	\$ 1,000.16
	1.60% Maturity 3/4/24				
	Ending Balance				\$ 249,293.68
	05580AJ96				
10-GP	CITIZENS BANK	\$ 525.56	\$ -	\$ -	\$ 525.56
	5.30% Maturity 10/18/23				
	Ending Balance				\$ -
	75524KPY4				
10-GP	FARMERS INS GR	\$ 1,053.16	\$ 1,019.17	\$ 1,053.16	\$ 3,125.49
	5.00% Maturity 1/18/24				
	Ending Balance				\$ 248,475.62
	30960QAM9				
10-GP	FIRST TECH FCU	\$ 1,126.87	\$ 1,090.52	\$ 1,126.87	\$ 3,344.26
	5.35% Maturity 4/12/24				
	Ending Balance				\$ 248,727.01
	33715LEW6				
10-GP	JPMorgan Chase	\$ -	\$ -	\$ 215.47	\$ 215.47
	5.35% Maturity 12/24/24				
	Ending Balance				\$ 245,215.47
	46656MYB1				
10-GP	Local Gov't FCU	\$ 1,032.08	\$ 998.80	\$ 1,032.08	\$ 3,062.96
	4.90% Maturity 2/12/24				
	Ending Balance				\$ 248,732.45
	53955LAB3				
10-GP	Mountain America	\$ 366.90	\$ -	\$ -	\$ 366.90
	4.50% Maturity 10/13/23				
	Ending Balance				\$ -
	62384RAP1				
10-gp	Northeast Comm Bnk	\$ 1,105.80	\$ 1,070.14	\$ 1,105.81	\$ 3,281.75
	5.25% Maturity 5/17/24				
	Ending Balance				\$ 252,886.96
	664122BG2				
10-gp	OakStar Bank	\$ 1,074.21	\$ 1,039.56	\$ 1,074.21	\$ 3,187.98
	5.10% Maturity 9/30/24				
	Ending Balance				\$ 248,069.30
	67389LAT0				
10-GP	OceanFirst Bank	\$ 305.41	\$ 295.56	\$ 305.42	\$ 906.39
	1.45% Maturity 3/8/24				
	Ending Balance				\$ 249,132.99
	67523TAFO				
10-GP	PACIFIC WESTERN BK	\$ 1,105.80	\$ 1,070.14	\$ 1,105.81	\$ 3,281.75
	5.25% Maturity 2/20/24				
	Ending Balance				\$ 256,097.37
	69506YZF9				
10-gp	PNC Bk NTL	\$ 1,105.80	\$ 1,070.14	\$ 1,105.81	\$ 3,281.75
	5.25% Maturity 5/16/24				
	Ending Balance				\$ 252,922.63
	69355NDL6				
10-GP	Santander	\$ -	\$ 513.67	\$ 1,137.40	\$ 1,651.07
	5.40% Maturity 4/17/24				
	Ending Balance				\$ 249,651.07
	80280JWQ0				
10-GP	US Bank Nat'l Assoc	\$ -	\$ -	\$ 1,008.99	\$ 1,008.99
	5.50% Maturity 12/3/24				
	Ending Balance				\$ 249,008.99
	90355UBG9				
10-GP	Vibrant CR UN	\$ -	\$ -	\$ 414.81	\$ 414.81
	5.55% Maturity 9/20/24				
	Ending Balance				\$ 248,414.81

92559TAP3					
10-GP	Trustone FINL	\$	812.63	\$	-
4.60%	Maturity 10/27/23			\$	-
	Ending Balance			\$	-
89841MAK3					
10-GP	Zions Bancorporation	\$	1,095.27	\$	812.62
5.20%	Maturity 11/24/23			\$	-
	Ending Balance			\$	-
98970LEY5					
10-GP	Americu Credit Union	\$	1,126.87	\$	1,090.52
5.35%	Maturity 12/23/24			\$	1,126.87
	Ending Balance			\$	3,344.26
03065QAP3					
10-GP	Dime Community Bank	\$	1,116.34	\$	540.16
5.30%	Maturity 11/16/23			\$	-
	Ending Balance			\$	-
25432JCR2					
10-GP	First Farmers Bank & Trust	\$	428.05	\$	-
5.25%	Maturity 10/13/23			\$	-
	Ending Balance			\$	-
320165KM4					
10-GP	FirstBank Puerto Rico	\$	540.16	\$	-
5.30%	Maturity 10/16/23			\$	-
	Ending Balance			\$	-
33767GDM7					
10-GP	Jefferson Financial FCU	\$	1,137.40	\$	1,100.71
5.40%	Maturity 12/20/23			\$	697.12
	Ending Balance			\$	-
474067CC7					
10-GP	Oregon Community CU	\$	1,163.88	\$	1,126.33
5.45%	Maturity 6/20/24			\$	1,163.88
	Ending Balance			\$	3,454.09
68584JAC3					
10-GP	Western State Bank	\$	1,116.34	\$	1,080.33
5.30%	Maturity 12/22/23			\$	756.23
	Ending Balance			\$	-
95960NKT3					
10-GP	BLUPEACK CU	\$	1,169.00	\$	1,131.29
5.55%	Maturity 8/15/24			\$	1,169.00
	Ending Balance			\$	3,469.29
09644EAF9					
				\$	248,641.06
Total C.D. Interest Earned:					\$54,156.90
Total C.D. Investments:					\$ 4,742,165.39
U.S. Government Bonds					
10-GP	Federal Home Loan Banks	\$	1,250.00	\$	1,250.00
1.50%	Maturity 2/28/24			\$	1,250.00
	Ending Balance			\$	3,750.00
3130AQW82					
				\$	1,006,125.00
Total MBS Investment Interest Earnings					\$57,906.90
TOTAL MBS INVESTMENTS					\$ 5,748,290.39

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

20.

Meeting Date: 02/13/2024

Subject

Acknowledgment of Receipt:

- a. ESD 2 Report
- b. Cassie VFD and EMS Report
- c. MFAEMS Report
- d. MIS Summary
- e. State Crisis Intervention Grants
- f. Updates Personnel Policy/Employee Handbook
- g. Autopsy Fee Increase

Attachments

ESD 2 report

Cassie Report

Marble Falls Report

Updated Personnel Policy

**BURNET COUNTY EMERGENCY
SERVICES DISTRICT No. 2**

Financial Statements

**For the Year Ended
September 30, 2023**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
September 30, 2023

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
REQUIRED SUPPLEMENTARY INFORMATION**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT DISCUSSION AND ANALYSIS
September 30, 2023

As management of Burnet County Emergency Services District No. 2 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2023. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by \$276,287 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt of \$1,067, unrestricted net position of \$668,295, for a total net position of \$669,362.
- Total revenues from all sources were \$491,049 which represents an increase of \$110,164 over the prior year. This is due to an increase in property and sales tax revenue collections.
- Total costs of all programs were \$214,762 which represents a decrease of \$109,112. This is due primarily to a decrease in spending on capital expenditures for the Volunteer Fire Department.
- As of September 30, 2023, the District's governmental fund reported an ending fund balance of \$668,295, an increase of \$275,220.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. The other information includes this management's discussion and analysis as well as the budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

Governmental activities—This includes all of the District's emergency protection services which will be primarily supported with property tax and sales tax revenues.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2023:

Table 1
Net Assets

	<u>Governmental Activities</u>	
	<u>9/30/2023</u>	<u>9/30/2022</u>
Current and other assets	\$ 668,295	\$ 393,075
Capital assets, net	<u>1,067</u>	<u>-</u>
Total assets	<u>669,362</u>	<u>393,075</u>
Other liabilities	<u>-</u>	<u>-</u>
Total liabilities	<u>-</u>	<u>-</u>
Net position:		
Invested in capital assets, net of related debt	1,067	-
Unrestricted	<u>668,295</u>	<u>393,075</u>
Total net position	<u>\$ 669,362</u>	<u>\$ 393,075</u>

The following table is a summary of changes in net position:

Table 2
Changes in Net Assets

	<u>Governmental Activities</u>	
	<u>9/30/2023</u>	<u>9/30/2022</u>
Revenues:		
Program revenues:		
Charges for services	\$ -	\$ -
Operating grants and contributions	-	-
Capital grants and contributions	-	-
General revenues:		
Property taxes	382,569	293,585
Sales taxes	100,974	86,678
Investment income	<u>7,506</u>	<u>622</u>
Total revenues	<u>491,049</u>	<u>380,885</u>
Expenses:		
General government	19,562	21,860
Public safety	<u>195,200</u>	<u>302,014</u>
Total expenses	<u>214,762</u>	<u>323,874</u>
Change in net position	276,287	57,011
Net position - October 1	<u>393,075</u>	<u>336,064</u>
Net position - September 30	<u>\$ 669,362</u>	<u>\$ 393,075</u>

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental fund.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental fund statements* provide a detailed short-term view of the government operations and the basic services it provided and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget. The governmental fund financial statements begin on page 10, and the budgetary comparison schedule is on page 20.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 through 17 of this report.

General Fund Budgetary Highlights

The District did amend the budget during the fiscal year to increase sales tax revenue collections efforts and to increase capital reserve funding.

Actual expenditures on a budgetary basis were 51 percent over budgeted expenditures due to less capital expenditures paid out during the year. The District's overall actual revenues were 11 percent more than budgeted due to unanticipated property and sales tax collections.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2023, amounts to \$1,067 (net of accumulated depreciation). This investment in capital assets includes a computer.

Capital Assets
Government Activities
(net of depreciation)

	9/30/2023	9/30//2022
Computer and Equipment	\$ 1,067	\$ -
Total	<u>\$ 1,067</u>	<u>\$ -</u>

Additional information on the District's capital assets can be found in Note 4 on page 17 of this report.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to continue to grow with the steady population growth, increased property values, and sales tax collections. These revenues will continue to be used to fund the operations of the volunteer fire department.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of Burnet County Emergency Services District No. 2. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 2, P.O. Box 249, Buchanan Dam, TX 78609.



Certified Public Accountants

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San Angelo, TX 76901

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No. 2

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 2, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise Burnet County Emergency Services District No. 2's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Burnet County Emergency Services District No. 2, as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Burnet County Emergency Services District No. 2, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 2's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Burnet County Emergency Services District No. 2's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 2's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Oliver, Rainey & Wojtek, LLP

Oliver, Rainey & Wojtek, LLP
January 13, 2024

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF NET POSITION
As of September 30, 2023

	<u>Primary Government</u>	
	<u>Governmental</u>	
	<u>Activities</u>	<u>Total</u>
Assets		
Deposits and investments	\$ 622,527	\$ 622,527
Taxes receivable	15,467	15,467
Volunteer Fire Department receivable	30,301	30,301
Capital assets, net	<u>1,067</u>	<u>1,067</u>
Total Assets	<u>669,362</u>	<u>669,362</u>
Liabilities		
Accounts payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Net Position		
Invested in capital assets, net of related debt	1,067	1,067
Unrestricted assets	<u>668,295</u>	<u>668,295</u>
Total Net Position	<u>\$ 669,362</u>	<u>\$ 669,362</u>

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Change In Net Assets</u>	
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Primary Government Activities</u>	<u>Total</u>
Primary government:						
Governmental activities:						
General government	\$ 19,562	\$ -	\$ -	\$ -	\$ (19,562)	\$ (19,562)
Public safety	195,200	-	-	-	(195,200)	(195,200)
Total net (expense) revenue for governmental activities and the primary government	<u>\$ 214,762</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(214,762)</u>	<u>(214,762)</u>
General Revenues:						
Taxes						
Property taxes					382,569	382,569
Sales taxes					100,974	100,974
Investment income					7,506	7,506
Total general revenues					<u>491,049</u>	<u>491,049</u>
Change in net assets					276,287	276,287
Net position, Beginning of Year					<u>393,075</u>	<u>393,075</u>
Net position, End of Year					<u>\$ 669,362</u>	<u>\$ 669,362</u>

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2023

	General Fund	Total Governmental Funds
Assets		
Deposits & investments	\$ 622,527	\$ 622,527
Taxes receivables	18,280	18,280
Account receivable	30,301	30,301
Total Assets	<u>671,108</u>	<u>671,108</u>
Liabilities		
Accounts payable	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Deferred Inflows of Resources		
Unavailable property taxes	2,813	2,813
Total Deferred Inflows of Resources	<u>2,813</u>	<u>2,813</u>
Fund Balance		
Assigned for capital expenditures	196,847	196,847
Unassigned	471,448	471,448
Total Fund Balance	<u>668,295</u>	<u>668,295</u>
Total Liabilities and Fund Balance	<u>\$ 671,108</u>	
Amounts reported for government activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. (See Note 4)		<u>1,067</u>
Net Position of Governmental Activities		<u>\$ 669,362</u>

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
GOVERNMENTAL FUND
For the Year Ended September 30, 2023

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Revenues		
Property taxes	382,569	\$ 382,569
Sale taxes	100,974	100,974
Investment income	<u>7,506</u>	<u>7,506</u>
Total Revenues	<u>491,049</u>	<u>491,049</u>
Expenditures		
Contract disbursements	195,200	195,200
Insurance	319	319
Legal and professional	18,022	18,022
Office and administration	1,652	1,652
Travel and training	<u>636</u>	<u>636</u>
Total Expenditures	<u>215,829</u>	<u>215,829</u>
Excess (Deficiencies) of Revenues Over (Under)		
Expenditures and Other (Uses)	275,220	275,220
Fund Balance, Beginning of Year	<u>393,075</u>	<u>393,075</u>
Fund Balance, End of Year	<u>\$ 668,295</u>	<u>\$ 668,295</u>

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balance - Governmental Funds	\$ 275,220
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Amount reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the Statement of Activities the cost of those assets
is allocated over their estimated useful lives as depreciation expense.
This amount is the net effect of these differences in the treatment
of capital assets and related items. (See Note 4)

1,067

Change in Net Position of Governmental Activities	<u>\$ 276,287</u>
---	-------------------

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 2 (the District) was created by an election held on May 10, 2008. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. The District had no component units for the year ended September 30, 2023.

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, including bridges and roads, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the governmental fund.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

Note 1 – Summary of Significant Accounting Policies – Continued

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2023.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the District's highest level of decision-making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed. The District's current minimum fund balance policy is to maintain the unassigned fund balance at 10 percent of the budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the current reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of the final budget and actual results. The budget is adopted by the Board prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Board. The District adopted the current year budget on a line-item basis.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

Note 1 – Summary of Significant Accounting Policies – Continued

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2023, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental activity columns are to be presented on a consolidated basis by column, and are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The District does not allocate indirect expenses. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile the fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental categories, and the component units (if any). Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide statement of net position and statement of activities are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses)

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

Note 1 – Summary of Significant Accounting Policies – Continued

in net current assets. The District's revenues are recognized when they become measurable and available as current assets. Available means collectible within the current year or as soon enough thereafter to be used to pay liabilities of the current year. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal year. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

Deposits and Investments

The District's investment guidelines are defined by a written investment policy that is approved by the District's Board. In accordance with this policy, the funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

Capital Assets

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight-line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Estimated useful lives for depreciable assets are as follows:

Computer and equipment	5 years
------------------------	---------

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

Note 2 – Property Taxes

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2022 was \$381,750.

The tax assessment of October 1, 2022, sets the tax levy at \$0.10 per \$100 of assessed valuation at 100 percent of market value.

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

Note 3 – Deposits and Investments

As of September 30, 2023, cash deposits were with a depository bank in interest bearing accounts as well as accounts with Texas CLASS, and these balances approximated fair value. As of the balance sheet date, the District's deposits totaled \$622,527 and the bank balance was \$622,527.

At September 30, 2023 all of the District's balances are either insured by the FDIC or are collateralized by registered securities held by the bank's trust department in the District's name.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2023, all District cash balances were secured.

The Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS) was created as a local government investment pool (LGIP) pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code (PFIA). Per state code, entities may pool any of their funds, or funds under their control. Texas CLASS seeks to preserve principal, maintain the liquidity of the funds, and prioritize yield. The Texas CLASS Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and redemption of local government funds. The parties to the Trust Agreement are Texas local government entities that choose to participate in the Trust (the Participants), Public Trust Advisors, LLC (Public Trust) as Program Administrator, and UMB Bank, N.A. as Custodian. There are no maximum transaction amounts and withdrawals from the Texas CLASS may be made daily. Texas Class uses amortized cost rather than fair value to report net assets share price.

Note 4 – Changes in Capital Assets

Changes in general fixed assets during the year ended September 30, 2023, were as follows:

	October 1, 2022	Increase	Decrease	September 30, 2023
Capital Assets				
Computer and Equipment	\$ -	\$ 1,123	\$ -	\$ 1,123
Total Capital Assets	-	1,123	-	1,123
Less accumulated depreciation	-	(56)	-	(56)
Capital Assets, Net	\$ -	\$ 1,067	\$ -	\$ 1,067

Current year depreciation expense of \$56 was charged to public safety expenses.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

Note 5 - Commitments

Effective October 7, 2008, the District entered into an agreement with the Cassie Volunteer Fire Department and Emergency Medical Services, Inc. (the Department). The Department agreed to provide emergency services to all persons and property within the emergency services district, including response to life-threatening emergencies and rescue calls by making available adequate staff and administrative assistance.

Amounts to be paid to the Volunteer Fire Department shall be disbursed at the discretion of the Commissioners and may include expenses for operations and other expenditures approved by the District for maintaining emergency services within the District. If at any time the Department is dissolved or the agreement is terminated by either party, any assets purchased wholly or in part with funds from the ESD shall be immediately transferred to another Department contracted by the ESD or to the ESD at its sole discretion.

Note 6 – Subsequent Events

The District did not have any subsequent events through January 13, 2024, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2023.

REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2023

	Budget		Actual Amounts	Variance with Final
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Revenues				
Property taxes	\$ 359,410	\$ 359,410	\$ 382,569	\$ 23,159
Sale taxes	-	80,000	100,974	20,974
Other income	170	170	-	(170)
Investment income	890	890	7,506	6,616
Total Revenues	360,470	440,470	491,049	50,579
Expenditures				
Contract disbursements	330,516	410,516	195,200	215,316
Insurance	2,125	2,125	319	1,806
Legal & professional	15,010	15,010	18,022	(3,012)
Office and administration	6,619	7,219	1,652	5,567
Rent	600	-	-	-
Travel & training	5,600	5,600	636	4,964
Total Expenditures	360,470	440,470	215,829	224,641
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	<u>\$ -</u>	<u>\$ -</u>	275,220	<u>\$ 275,220</u>
Fund Balance, Beginning of Year			<u>393,075</u>	
Fund Balance, End of Year			<u>\$ 668,295</u>	

**CASSIE VOLUNTEER FIRE
DEPARTMENT & EMERGENCY
MEDICAL SERVICES, INC.**

Financial Statements

September 30, 2023 and 20222022

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
September 30, 2023 and 2022**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Cassie Volunteer Fire Department &
Emergency Medical Services, Inc

Opinion

We have audited the accompanying financial statements of Cassie Volunteer Fire Department & Emergency Medical Services Inc. (a non-profit organization), which comprise the Statements of Financial Position as of September 30, 2023 and 2022, and the related Statements of Activities, Cash Flows, and Functional Expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cassie Volunteer Fire Department & Emergency Medical Services, Inc. as of September 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or

the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of the internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Olivier, Rainey + Wojcik, LLP

Burnet, Texas
January 18, 2024

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
Current Assets		
Cash and cash equivalents (Note 2)	\$ 130,865	\$ 107,203
Accounts Receivable - Grant	<u>665</u>	<u>-</u>
Total Current Assets	<u>131,530</u>	<u>107,203</u>
Property and Equipment (Note 3)		
Building	120,054	123,896
Communication equipment	103,957	103,957
EMS equipment	8,465	5,038
Furniture and Fixtures	10,438	10,438
Land	13,820	13,820
Vehicles and Equipment	<u>1,198,348</u>	<u>1,189,561</u>
Total Property and Equipment	1,455,082	1,446,710
Accumulated Depreciation	<u>(1,174,958)</u>	<u>(1,058,464)</u>
Net Property and Equipment	<u>280,124</u>	<u>388,246</u>
Total Assets	<u>\$ 411,654</u>	<u>\$ 495,449</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities		
Accrued liabilities	<u>\$ 1,214</u>	<u>\$ 1,047</u>
Total Current Liabilities	<u>1,214</u>	<u>1,047</u>
Net Assets		
Net assets without donor restrictions	410,440	494,402
Net assets with donor restrictions (Note 4)	<u>-</u>	<u>-</u>
Total Net Assets	<u>410,440</u>	<u>494,402</u>
Total Liabilities and Net Assets	<u>\$ 411,654</u>	<u>\$ 495,449</u>

The accompanying notes are an integral part of the financial statements.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
STATEMENTS OF ACTIVITIES
Years Ended September 30, 2023 and 2022**

	2023 <u>Total</u>	2022 <u>Total</u>
WITHOUT DONOR RESTRICTIONS		
Revenue, Gains, and Other Support:		
Emergency Services District No. 2 contribution	\$ 195,200	\$ 302,014
Donations	8,011	13,550
Gain (Loss) on sale of assets	(3,234)	4,559
Grants	4,930	4,920
Reimbursement income	22,665	7,684
	<u>227,572</u>	<u>332,727</u>
Total Revenue, Gains, and Other Support		
Cost of Special Activities and Programs:		
Buildings and grounds	10,941	10,331
Communication equipment	1,579	505
Depreciation	117,102	130,458
Insurance	26,563	23,354
Operations cost	66,817	80,737
Training and travel	3,806	13,299
Wages and taxes	64,590	57,592
	<u>291,398</u>	<u>316,276</u>
Total Cost of Special Activities and Programs		
Revenues Net of Cost of Special Activities and Programs	<u>(63,826)</u>	<u>16,451</u>
Supporting Services:		
Management and general	18,000	17,964
Professional fees	1,775	1,385
Public relations	361	-
	<u>20,136</u>	<u>19,349</u>
Total Supporting Services		
Change in Net Assets	(83,962)	(2,898)
Net Assets, Beginning of Year	<u>494,402</u>	<u>497,300</u>
Net Assets, End of Year	<u>\$ 410,440</u>	<u>\$ 494,402</u>

The accompanying notes are an integral part of the financial statements.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
STATEMENTS OF CASH FLOWS
Years Ended September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Cash Flows From Operating Activities:		
Changes in Net Assets	\$ (83,962)	\$ (2,898)
Adjustment to Reconcile Changes in Net Assets to		
Net Cash Provided by (Used In) Operating Activities:		
Depreciation	117,102	130,458
(Increase) decrease to account receivable	(665)	
Increase (decrease) to accrued expenses	167	1,047
Net Cash Provided by (Used in) Operating Activities	<u>32,642</u>	<u>128,607</u>
Cash Flows From Investing Activities:		
Purchases of property and equipment	(12,214)	(105,730)
Sale of Fixed Assets	4,450	3,472
Net Cash Provided by (Used in) Investing Activities	<u>(7,764)</u>	<u>(102,258)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	24,878	26,349
Cash and Cash Equivalents, Beginning of Year	<u>107,203</u>	<u>80,854</u>
Cash and Cash Equivalents, End of Year	<u>\$ 132,081</u>	<u>\$ 107,203</u>
Supplemental Cash Flows Disclosures:		
Cash Paid During the Year for:		
Interest	<u>\$ -</u>	<u>\$ -</u>
Income Taxes	<u>\$ -</u>	<u>\$ -</u>
Noncash Activities		
In-kind donations	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of the financial statements.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2023**

	Program Services	Support Services		2023 Total
		Administrative	Fundraising	
Buildings and grounds	\$ 10,941	\$ -	\$ -	\$ 10,941
Communication equipment	1,579	-	-	1,579
Depreciation	117,102	-	-	117,102
Insurance	26,563	-	-	26,563
Operations cost	66,817	-	-	66,817
Management and general	-	18,000	-	18,000
Professional fees	-	1,775	-	1,775
Public relations	-	361	-	361
Training and travel	3,806	-	-	3,806
Wages and taxes	64,590	-	-	64,590
2023 Totals	<u>\$ 291,398</u>	<u>\$ 20,136</u>	<u>\$ -</u>	<u>\$ 311,534</u>

The accompanying notes are an integral part of the financial statements.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2022**

	Program Services	Support Services		2022 Total
		Administrative	Fundraising	
Buildings and grounds	\$ 10,331	\$ -	\$ -	\$ 10,331
Communication equipment	505	-	-	505
Depreciation	130,458	-	-	130,458
Insurance	23,354	-	-	23,354
Operations cost	80,737	-	-	80,737
Management and general	-	17,964	-	17,964
Professional fees	-	1,385	-	1,385
Training and travel	13,299	-	-	13,299
Wages and taxes	57,592	-	-	57,592
2022 Totals	<u>\$ 316,276</u>	<u>\$ 19,349</u>	<u>\$ -</u>	<u>\$ 335,625</u>

The accompanying notes are an integral part of the financial statements.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023 and 2022**

Note 1 – Summary of Significant Accounting Principles

Organization

The Cassie Volunteer Fire Department & Emergency Medical Services, Inc. (the Organization) is a not-for-profit organization, established to provide fire protection and emergency services. The Organization provides services to the citizens of the Burnet County Emergency Services District No.2 (ESD). See Note 5.

Basis of Presentation

Resources are classified for accounting and reporting purposes into two classes of net assets, according to externally imposed restrictions.

- **Net assets without donor restrictions:** This is the portion of net assets of the Organization that can be used subject only to the board limits resulting from the nature of the Organization, the environment it operates in, or the purposes specified in its articles of incorporation or bylaws. In some cases, the use of these resources is also subject to limits resulting from contractual agreements with suppliers, creditors, and others entered into by the Organization in the course of its business. The Organization has the greatest ability to choose when using these resources.

Net assets without donor restrictions generally result from grants, contracts, and contributions that are not subject to donor-imposed restrictions, and income from investing excess operating cash, reduced by expenses incurred in providing services, raising contributions, and performing administrative functions.

- **Net assets with donor restrictions:** This is the portion of net assets of the Organization that is subject to either donor-imposed time restrictions or donor-imposed purpose restrictions. These restrictions limit the Organization's choices when using these resources because the Organization has a fiduciary responsibility to its donors to follow the donor's instructions. Net assets with donor restrictions generally result from donor-restricted contributions.

Basis of Accounting

The accounts of the Organization are maintained, and the financial statements are prepared in accordance with accounting principles generally accepted in the United States of America on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities. Under this method of accounting, revenues are recorded as accruals when they become both measurable and earned. Contributions are recognized when received. Expenses are recorded when they are incurred.

Tax Status

Under provisions of the Internal Revenue Code, Section 501(c)(3), the Organization is exempt from taxes on income other than unrelated business income. Since the Organization had no net unrelated business income during the years ended September 30, 2023 or 2022, no provision for income taxes has been made. The Organization's open audit periods are for the fiscal year ends September 30, 2021 to September 30, 2023.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023 and 2022**

Note 1 – Summary of Significant Accounting Principles - Continued

Contributions

The Organization receives support from individuals, foundations, corporations, and other nonprofit organizations in support of the Organization's mission. Contribution revenue is recognized at fair value on the receipt of cash. From time to time, the Organization receives contributions that have certain conditions such as meeting specific performance-related barriers or limiting the Organization's discretion on use of the funds. Other contributions may have revocable features. Such contributions are recognized when the conditions are substantially met.

In addition, the Organization elected the net asset release policy option for contributions with donor restrictions that were initially conditional contributions. As part of this election, the Organization reports contributions restricted by donors (that were conditional in nature) as increases in net assets without donor restrictions if the restrictions expire in the reporting period in which the revenue is recognized. The Organization has not changed its policy for unconditional contributions such that the Organization reports contributions restricted by donors (that were unconditional in nature) as increases in net assets with donor restrictions. When the donor restriction expires on an unconditional contribution, the release is reported as net assets released from donor restrictions in the statement of activities.

Contributed Services

The Organization receives many services from volunteers which are not recorded in these financial statements. The Organization records services in the financial statements if the volunteer services create or enhance a non-financial asset; or require specialized skills, are performed by people with those skills, and would otherwise be purchased. No contributed services were recognized in the years ending September 30, 2023 or 2022.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and supporting activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Accordingly, costs have been allocated among the program and supporting services benefitted. Costs are allocated between management and general or the appropriate program based on evaluations of the related benefits. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents for purposes of the statement of cash flows exclude permanently restricted cash and cash equivalents, if any. The carrying amount for cash and cash equivalents approximates fair value.

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023 and 2022**

Note 1 – Summary of Significant Accounting Principles - Continued

Property and Equipment

Property and equipment purchased by the Organization is recorded at cost. Donated property and equipment are recorded at fair value as of the date donated. The Organization follows the practice of capitalizing all expenditures for or donations of property and equipment in excess of \$1,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets. Upon sale or retirement of property and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of activities. Depreciation is computed on the straight-line basis over the useful lives of the assets as follows:

Buildings and Improvements	5 to 40 years
Communication Equipment	5 years
EMS Equipment	5 years
Furniture and Fixtures	5 years
Vehicles and Equipment	5 to 15 years

Note 2 – Cash and Cash Equivalents

Cash and cash equivalents totaled \$130,865 at September 30, 2023 and \$107,203 at September 30, 2022. Cash and cash equivalents consist of bank accounts that are available for use in current operations.

Note 3 – Property and Equipment

Changes in property and equipment during the year ended September 30, 2023, are as follows:

	Balance September 30, 2022	Additions	Reductions	Balance September 30, 2023
Building	\$ 123,896	\$ -	\$ 3,842	\$ 120,054
Communication equipment	103,957	-	-	103,957
EMS equipment	5,038	3,427	-	8,465
Furniture and Fixtures	10,438	-	-	10,438
Land	13,820	-	-	13,820
Vehicles and Equipment	1,189,561	8,787	-	1,198,348
Total Property and Equipment	1,446,710	12,214	3,842	1,455,082
Less Accumulated Depreciation	(1,058,464)	(117,102)	(608)	(1,174,958)
Net Property and Equipment	\$ 388,246	\$ (104,888)	\$ 4,450	\$ 280,124

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023 and 2022**

Note 4 – Net Assets with Donor Restrictions

There are no net assets with donor restrictions as of September 30, 2023 and 2022.

Note 5 – Emergency Service District

The Burnet County Emergency Services District No. 2 (the ESD) was created by an election held in May 2008. The ESD operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The ESD's major activities include providing emergency services to the residents of the District.

Effective October 7, 2008, the Organization entered into an agreement with the newly formed ESD to provide emergency services to all persons and property within the ESD. The term is yearly and may be terminated by either party. Amounts to be paid to the Organization shall be disbursed at the discretion of the Commissioners and may include expenses for operations and other expenditures approved by the ESD for maintaining emergency services within the district.

If at any time the Organization is dissolved or the agreement is terminated by either party, any assets purchased wholly or in part with funds from the ESD shall be immediately transferred to another Department contracted by the ESD or to the ESD at its sole discretion.

Note 6 – Concentrations of Risk

Revenues from the ESD were approximately 86 percent, of the Organization's total revenues for the year ended September 30, 2023 and 91 percent, for September 30, 2022. A significant reduction in or elimination of these funds would have a significant impact on the Organization.

Note 7 – Liquidity and Reserves

The Organization has a policy to manage its liquidity and reserves in order to operate with financial stability, maintain adequate liquidity, and maintain sufficient reserves. The following table reflects the Organization's financial assets (cash and cash equivalents and investments) as of September 30, 2023, reduced by amounts not available for general expenditures within one year.

Financial assets at September 30, 2023:	
Cash and cash equivalents	\$ 130,865
Less those available for general expenditure:	
within one year due to:	
None	<u> -</u>
Financial assets available to meet cash needs	
for general expenditures within one year	<u>\$ 130,865</u>

**CASSIE VOLUNTEER FIRE DEPARTMENT &
EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023 and 2022**

Note 8 – Subsequent Events

The Organization did not have other any subsequent events through January 18, 2024, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2023.



MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE JANUARY 22, 2024



Marble Falls Area EMS
Dec-23

Burnet County - Unincorporated

	#	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response	21				
Zone 1 (ESD 6) - Priority 2 Response	5	11.85	12.29	11.94	26.10
Zone 1 - Total Calls	26				
Zone 4 (ESD 3) - Priority 1 Response	17				
Zone 4 (ESD 3) - Priority 2 Response	8	7.30	11.90	8.83	28.90
Zone 4 - Total Calls	25				
Zone 1 & 4 - Priority 1 Response	38				
Zone 1 & 4 - Priority 2 Response	13	9.89	12.05	10.45	27.39
Zone 1 & 4 - Total Calls	51				

Hoover Valley - Priority 1 Response

Hoover Valley - Priority 2 Response	3				
Hoover Valley - Total Calls	4	13.99	21.58	15.89	23.76

Bertram - Priority 1 Response

Bertram - Priority 2 Response	0				
Bertram - Total Calls	0	-	-	-	-

Other - Priority 1 Response

Other - Priority 2 Response	1				
Other - Total Calls	1	14.23	-	14.23	9.35

Total - Priority 1 Response

Total - Priority 2 Response	42	10.29	12.73	10.91	26.72
Total - Total Calls	56				

Medic 21,22,23,25 - Marble Falls

Medic 24 - Granite Shoals	30	No Treatment	No Transport		7
Medic 26 - ESD 1 - Horseshoe Bay	27	Treatment	No Transport		6
Medic 28 - ESD 9 - Spicewood	0	Unfounded			0
Command Only	0	Call Cancelled			5
Total Medic Unit Responses	57	Dead On Scene			0
		Total Calls Not Transported			18
					32.14%

Of Calls That Required Multiple MFAEMS Unit Response 1

Total Calls Transported 38 67.86%

Dec-23

Baylor Scott & White Marble Falls	26	68.42%
Seton Highland Lakes	5	13.16%
Llano Midcoast	0	0.00%
Saint Davids Hospital	0	0.00%
Heart Hospital of Austin	0	0.00%
South Austin Medical Center	1	2.63%
Round Rock Medical Center	0	0.00%
Seton Medical Center	0	0.00%
Seton Medical Williamson	1	2.63%
Seton Southwest Hospital	0	0.00%
Dell Seton Medical Center	3	7.89%
Dell Children's Hospital	0	0.00%
Dell Children's Medical Center North	0	0.00%
Baylor Scott & White Lakeway	2	5.26%
Baylor Scott & White University	0	0.00%
Cedar Park Regional	0	0.00%
Total Patients Transported	38	100.00%
No Treatment No Transport	7	
Treatment No Transport	8	
Dead On Scene	0	
Total Patients Not Transported	15	28.30%
Total Patient Contacts	53	100.00%

EMS Service PS4450-02

**Marble Falls Area EMS
Unincorporated Burnet County Extended Responses
Dec-23**

Pickup	Zone	DOS	Dispatched	MF On Location	Priority 1 Response	Priority 2 Response	Extended Response
9000 Block E FM 1431	Burnet County Z 1	12/12/2023	14:31	14:54	22:80	-	Extended response due to distance, M24 took call as closest unit

Priority 1
< 20 Minutes

42
1

Priority 2
< 35 Minutes

14
0

Total Calls Transported

Marble Falls Area EMS

FY 24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	78	69.03%			
Seton Highland Lakes	18	15.93%			
Llano Midcoast	0	0.00%			
Saint Davids Hospital	0	0.00%			
Heart Hospital of Austin	0	0.00%			
South Austin Medical Center	2	1.77%			
Round Rock Medical Center	0	0.00%			
Seton Medical Center	0	0.00%			
Seton Medical Williamson	2	1.77%			
Seton Southwest Hospital	0	0.00%			
Dell Seton Medical Center	9	7.96%			
Dell Children's Hospital	0	0.00%			
Dell Children's Medical Center North	0	0.00%			
Baylor Scott & White Lakeway	2	1.77%			
Baylor Scott & White University	0	0.00%			
Cedar Park Regional	2	1.77%			
Total Patients Transported	113	76.35%			

Patients - Male 69
 Patients - Female 79
Total 148

Average Patient Age 61

Non-Emergent Transport 94
 Emergent Transport 19
Total Transports 113

Air Medical Transports 9

No Treatment No Transport	13
Treatment No Transport	21
Dead On Scene	1
Total Patients Not Transported	35

Total Patient Contacts 148 100.00%

Marble Falls Area EMS

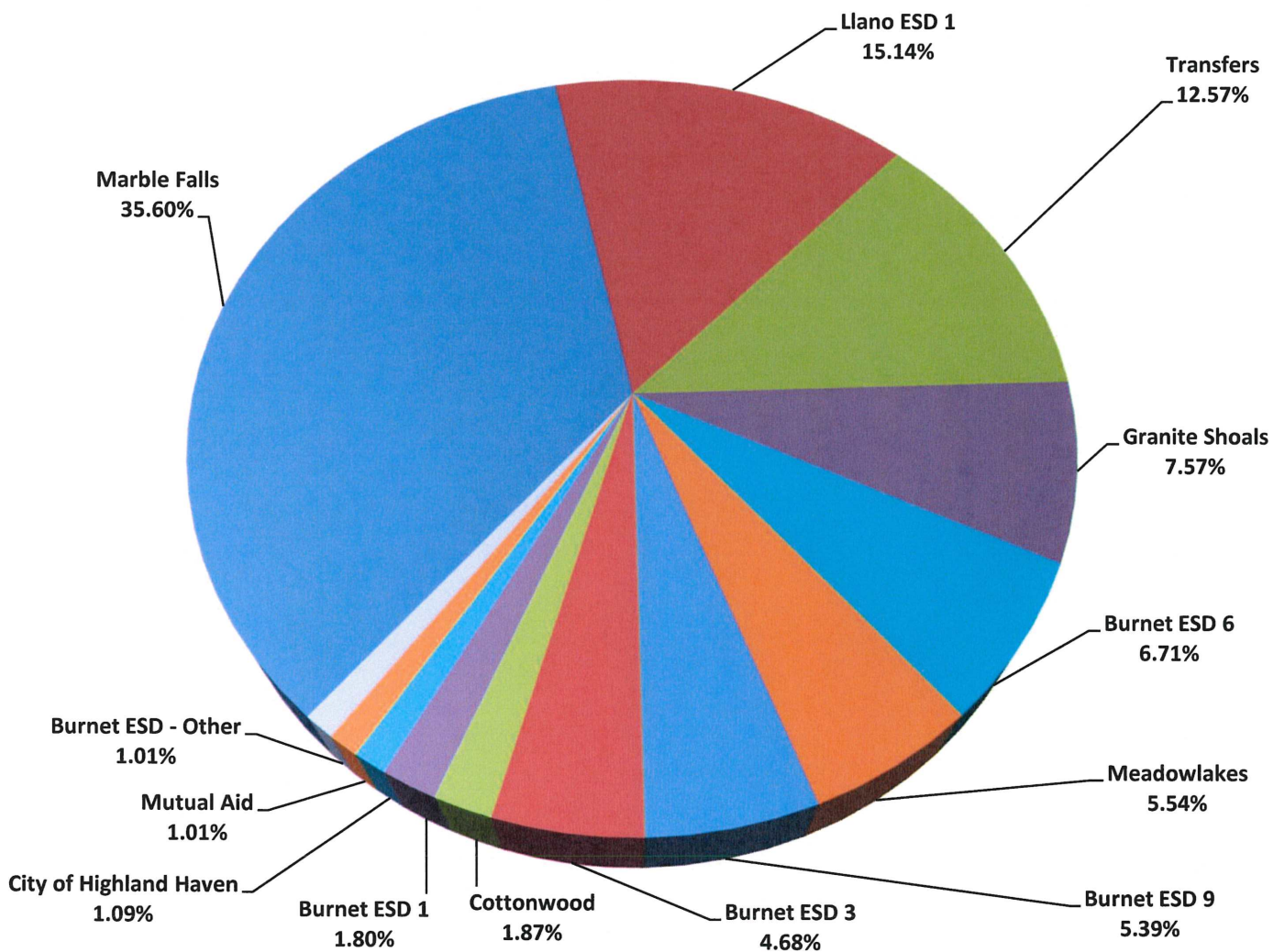
Call Volume Location

FY - 2024

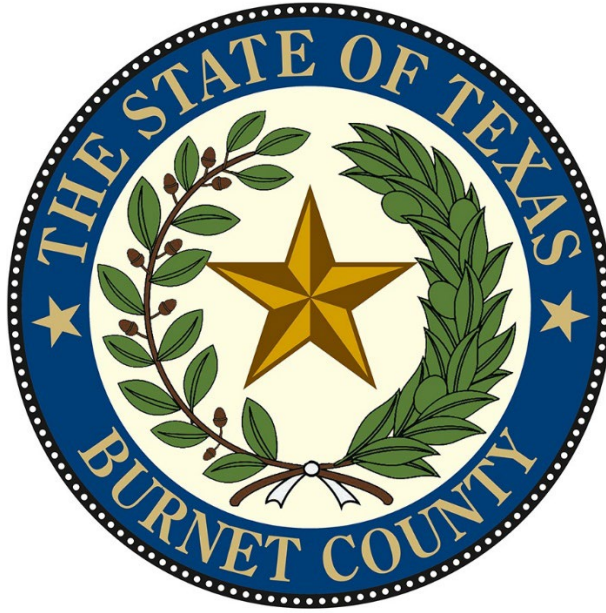
Marble Falls	456	35.60%
Llano ESD 1	194	15.14%
Transfers	161	12.57%
Granite Shoals	97	7.57%
Burnet ESD 6	86	6.71%
Meadowlakes	71	5.54%
Burnet ESD 9	69	5.39%
Burnet ESD 3	60	4.68%
Cottonwood	24	1.87%
Burnet ESD 1	23	1.80%
City of Highland Haven	14	1.09%
Mutual Aid	13	1.01%
Burnet ESD - Other	13	1.01%
Total	1281	100.00%

City of Marble Falls
 Horseshoe Bay Llano County Area
 BSWMF / SHL / Other
 City of Granite Shoals
 Marble Falls VFD Area
 City of Meadowlakes
 Spicewood VFD Area
 Unincorporated Granite Shoals
 City of Cottonwood Shores
 Horseshoe Bay Burnet County Area
 City of Highland Haven
 Mutual Aid Responses
 Other Burnet County / ESD's / City of Burnet

October - December 2023



Burnet County
Personnel Policies & Employee Handbook



BURNET COUNTY
PERSONNEL POLICIES & EMPLOYEE HANDBOOK

Last Amended

01/09/2024

NOTICE TO EMPLOYEES

The contents of the Employee Handbook are not a contract of employment or any covenant of such a contract. Specifically, employment at Burnet County is “at-will” employment. Your employment may be terminated by either yourself or the County, at any time, with or without cause, and with or without notice.

This statement of your employment relationship represents the entire agreement between you and the County of the circumstances under which your employment can be terminated. No one in Burnet County has the authority to make any agreement for employment other than employment “at-will”. This handbook is intended only to provide guidance in understanding Burnet County policies, practices, and benefits. Except for the policy of “at-will” employment, Burnet County retains the right to change this handbook, and to modify or cancel any of its employee benefits when the need for change is recognized. The policies contained in this handbook supersede any and all existing or previously issued policies no longer in effect.

EQUAL OPPORTUNITY EMPLOYER

There shall be no discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based upon race, religion, color, disability, national origin, sex, political affiliation, belief, veteran status or other protected factors. Personnel decisions shall be made on the basis of occupational qualifications and job related factors such as skill, knowledge, education, experience, and ability to perform a specific job.

The current Equal Employment Opportunity Plan is available upon request from the Human Resources Office. If a department has more than 50 employees it must adopt a separate Equal Employment Opportunity Plan.

Burnet County
Personnel Policies & Employee Handbook

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1.00 – INTRODUCTION

1.01 AUTHORITY

This handbook is adopted by the Commissioners' Court of Burnet County. Amended, revised, or new policies must be adopted by said court.

1.02 PURPOSE

This handbook sets forth the primary rules governing employment with the County of Burnet. These policies inform employees of the benefits and obligations of employment. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by employees and supervisors to achieve high quality service.

This handbook is not intended to imply any contract or contractual rights. Burnet County Commissioners' Court reserves the exclusive right to modify these policies at any time without prior employee notification.

1.03 APPLICABILITY OF PERSONNEL POLICIES

The policies in this handbook apply equally to all employees paid through Burnet County's payroll system unless specifically exempted by law.

In cases where federal or state law or regulations supersede local policy, such laws or regulations will substitute for these personnel policies only insofar as necessary to comply.

Departments specifically exempted from the Burnet County Personnel Policy due to federal or state law or regulations include:

CSCD: Adult Probation and Intermediate Sanction Facility (ISF):

Section 76.006 and 76.008 of the Texas Government Code establishes the relationship between the County and the CSCD. Section 76.006 requires that the County provide adequate facilities, utilities and equipment for the CSCD. The 33rd and 424th Judicial District CSCD has a policy and procedures manual which outlines and defines operations of the 33rd and 424th Judicial District CSCD.

Intermediate Sanction Facility is a program operated by the CSCD, and is a division of CSCD. The ISF also has a policies and procedures manual which is a subsection of the CSCD manual, incorporating all of the basic CSCD personnel policies, but which contain some procedures specific to the operation of the ISF.

In the event that any policy of Burnet County is not addressed in the aforementioned federal or state law or regulations, then Burnet County Policies and Procedures shall apply.

Burnet County
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33rd and 424th Judicial District Court:

Pursuant to the constitution and laws of the State of Texas, the Administrative Judge of the District Court is responsible for appointing the county auditor, assistant county auditors and court reporters, and setting their compensation after public hearing authorized by section 152.905, and is further authorized by section 74.101 to establish a court coordinator system and appoint a court coordinator for the courts to improve justice and expedite the processing of cases through the courts. Section 74.104 authorizes judges to determine reasonable compensation for the court coordinators and court administrative personnel, subject to approval of the Commissioners' Court. Upon approval by the Commissioners' Court of the positions and compensation, the county shall provide the necessary funding through the county's budget process. Whereas the 33rd and 424th Judicial District encompasses four counties for whom Burnet County administers the payroll of the Burnet County Auditors, District Court reporters and the District Court's administrative staff, it is appropriate that District Court employees follow Burnet County Policies.

1.04 DISSEMINATION OF PERSONNEL POLICIES

Employees receive a copy of the Personnel Policies (or accept responsibility for accessing the policies online) at the time of employment. Employees are required to sign an acknowledgement and receipt statement which is kept in their personnel file.

An official record copy shall be filed with the County Clerk, the Human Resources Office, and posted on the County's website at www.burnetcountytexas.org.

1.05 COMMUNICATION

Employees are encouraged to make constructive suggestions for improvement in these policies or procedures in writing to the Human Resources Director.

2.00 – EMPLOYEE RESPONSIBILITIES

2.01 GENERAL

The County of Burnet is a public tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are expected to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with the public, with other government employees and elected officials, with their supervisors, and with fellow employees.

Remember, we are here to serve all of the people of Burnet County. Our responsibility is to provide fair, efficient service in a courteous manner, respecting the dignity and privacy of every individual. Often your contact with citizens will be the only basis on which our County government is perceived; therefore, you owe it to both the County and yourself to serve the public to the very best of your ability.

Burnet County's diversity initiatives are nondiscriminatory toward all our co-workers and our citizens, embracing the differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make the people of Burnet County unique.

We believe in treating others the way we would like to be treated.

2.02 TIMELINESS

Employees are to be punctual in maintaining work hours, keeping appointments and meeting schedules for completion of work.

An employee who expects to be absent from work must report the expected absence to his/her supervisor as far in advance of the time to be absent as is practical.

2.03 GIFTS

Employees shall not accept gifts from contractors, vendors, customers or other persons who have business dealings with the county.

2.04 CONFLICT OF INTEREST

An employee may not: (1) solicit or accept or agree to accept a financial benefit, other than from the county, that might reasonably tend to influence his/her performance of duties for the county or that he/she knows or should know is offered with intent to influence employee's performance; (2) accept employment or compensation that might reasonably induce him/her to disclose confidential information acquired in the performance of official duties; (3) accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the county; (4) make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the county; or (5) in exchange for having performed duties as a county employee in favor of that person.

Burnet County
Personnel Policies & Employee Handbook

2.05 POLITICAL ACTIVITY

Employees of the County of Burnet are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies.

2.06 WORKING HOURS

Full-time county employees have a standard 40-hour work week. Usual working hours are 8:00 am to 5:00 pm Monday through Friday. Offices will maintain the above schedule to the extent possible. Working schedules vary by departments and are determined by the department head. Those employees who work in shifts will have varying hours of work to be set by the elected official over the department.

2.07 OVERTIME WORK

All employees of the county are subject to be called to work at any time by their supervisor of the Commissioners' Court when such action is required to serve the public properly. Exempt employees, as defined under the Fair Labor Standards Act, are expected to render necessary and reasonable overtime services with no additional compensation. In the case of a declared emergency, exempt employees could qualify for overtime compensation.

2.08 WORK BREAKS

The Fair Labor Standards Act requires a reasonable break for nursing mothers to express breast milk during the first year following the birth of a child. Burnet County will provide a paid break up to 30 minutes for nursing mothers. The nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 30 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom, to express breast milk. The location will be determined on a case by case basis. Burnet County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for 1 year following the birth of their child.

All other breaks are determined by each department head and are not required to be given. If your department provides you with a break, they may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers.

2.09 PROOF OF AUTOMOBILE LIABILITY INSURANCE

Every employee who uses a private vehicle for county business must be able to furnish proof of automobile liability insurance.

**2.10 DRUG AND ALCOHOL POLICY: DRUG FREE WORKPLACE REQUIREMENTS
PURPOSE**

The purpose of this policy shall be to establish a drug and alcohol-free workplace to help ensure a safe and productive work setting for all employees.

Burnet County
Personnel Policies & Employee Handbook

APPLICABILITY

This policy shall apply to all employees of Burnet County regardless of rank or position and shall include temporary and part-time employees.

The only exception to this policy shall be the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

POLICY

The following shall be a violation of this policy:

- A. The manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance or drug paraphernalia on County property.
- B. Being under the influence of alcohol or illegal drugs while on County property or while on duty for the County. The use or possession of any kind of alcoholic beverage or illegal drugs while on duty is forbidden and will subject the offender to disciplinary action up to and including dismissal at the discretion of the Department Head.
- C. The use of prescription or over-the-counter drugs, while on County property or while on duty for the County, in a manner other than that intended by the manufacturer or prescribed by a physician. An employee shall notify his/her supervisor while taking any prescription medication that has the potential to affect performance of duties.
- D. Employees are not covered under Worker's Compensation if it is established they were under the influence of alcohol or illegal drugs at the time of injury.

DEFINITIONS

- A. A controlled substance shall include any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended.
- B. County property shall include all County owned, rented, or leased real property such as buildings, land parking lots, etc. and property used by employees such as vehicles, lockers, desks, closets, storage areas, etc.
- C. Drugs shall include any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- D. Drug paraphernalia shall include equipment, a product, or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise inducing into the human body an illegal drug or controlled substance.
- E. Illegal drug shall include any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any other than a legitimate medical reason, and inhalants used illegally. Included is marijuana or cannabis in all forms.

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- F. Under the influence shall be defined as a state of having a blood alcohol concentration of 0.02 or more or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

TYPES OF DRUG AND ALCOHOL TESTING

- A. Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor will require the employee to submit to a breath test, urinalysis and/or blood test (see Appendix B). The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):
- Abnormally dilated or constricted pupils
 - Glazed stare – redness of eyes (sclera)
 - Flushed face
 - Change of speech (i.e. faster, slower, slurred)
 - Constant sniffing
 - Increased or unexplained absences
 - Redness under the nose
 - Sudden weight loss
 - Needle marks
 - Change in personality (i.e. paranoia, anger)
 - Increased appetite for sweets
 - Forgetfulness – performance altering – poor concentration
 - Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
 - Constant fatigue
 - Hyperactivity
 - Smell of alcohol
 - Difficulty walking or standing
 - Dulled mental process
 - Slowed reaction rate
- B. Post-Accident Testing: All employees directly involved in an on-the-job accident that results in property damage, lost time or bodily injury will be required to be drug and alcohol tested within 3 hours of the accident. Any accident involving damage to county property at any time shall also require a drug and alcohol test within 3 hours of the accident.

REFUSAL TO BE TESTED

Each employee is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of this policy. Refusal to consent to a drug test when requested may result in immediate termination.

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POLICY VIOLATIONS

Any employee who violates this policy shall be subject to disciplinary measures up to and including termination.

PRESCRIPTION DRUGS

Employees taking prescription medications shall be required to notify his/her supervisor of any possible effects the medication might have regarding their job performance and physical/mental capacity.

Any information concerning prescription medications being used by an employee, and any other medical information of which the supervisor becomes aware, shall be treated as confidential information.

Prescription medications used at work are to be kept in their original container

TREATMENT

Employees having problems with drugs or alcohol are encouraged to seek treatment from qualified professionals.

Information on benefits provided for treatment of alcohol and drug problems through the County's medical insurance program is available in the employee's insurance coverage booklet or from the Human Resources Office.

RESERVATION OF RIGHTS

Although adherence to this policy is considered a condition of continued employment, nothing in this policy shall alter an employee's status and shall not be deemed a contract or promise of employment.

2.11 HARASSMENT POLICY

A. General Harassment

Burnet County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, race, color, religion, national origin, age, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Burnet County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the County does business. All harassment should be reported immediately (see Appendix A).

Employees who feel they have been harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the County Judge or County Attorney. Every reported complaint will be investigated promptly and thoroughly.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

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Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment has occurred, up to and including termination.

B. SEXUAL HARASSMENT

Sexual harassment is strictly prohibited by Burnet County, whether committed by elected official, appointed official, department head, co-worker or non-employee the county does business with. It shall be the policy of Burnet County to provide a work place free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware.

Employees engaging in sexual harassment shall be subject to discipline, up to and including termination of employment. Sexual harassment shall include, but be limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where: (1) the submission to such conduct is either an expressed or implied condition of employment; or (2) the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

All claims of sexual harassment shall be taken seriously and investigated promptly and thoroughly. While all claims of sexual harassment should be handled with discretion, there can be no complete assurance of full confidentiality.

No retaliation or other adverse action shall be taken against an employee who, in good faith, files a claim of sexual harassment or those employees who cooperate in the investigation of a complaint.

Employees who feel they have been sexually harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly.

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Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Use the following procedures so that your complaint may be resolved quickly and fairly.

1. When practical, confront the harasser and ask them to stop the unwanted behavior.
2. Record the time, place and specifics of each incident, including any witnesses.
3. Report continuing sexual harassment to the elected official or appointed official who is responsible for your department or to the County Judge or the County Attorney.
4. If a thorough investigation reveals that unlawful sexual harassment has occurred, Burnet County will take effective remedial action in accordance with the circumstances, up to and including termination.

Reporting or failing to report claims in accordance with the procedures given in this policy shall not limit other legal recourse an employee may have in regard to sexual harassment charges.

2.12 HIV/AIDS WORKPLACE POLICY

A. POLICY

Burnet County treats AIDS and HIV infection as disabilities in accordance with the policy on Equal Employment Opportunity (EEO) and the requirements of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973. Burnet County does not unlawfully discriminate against employees or applicants living with or affected by HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome).

B. PROCEDURES

1. The County will treat HIV infection and AIDS the same as other illnesses in terms of all of our employee policies and benefits, including health and life insurance, disability benefits and leaves of absence.
2. An employee's health condition is private and confidential. An employee with AIDS or HIV infection is under no obligation to disclose his or her condition to an elected official, department head or any other employee of the County.
3. Employees living with or affected by HIV infection and AIDS will be treated in the same manner as employees with other disabling conditions.
4. Burnet County will respond to the changing health status of employees by making reasonable accommodations.
5. Co-workers who harass, refuse to work with, or who otherwise discriminate against an employee with HIV infection or AIDS will be subject to the same disciplinary procedures that apply to other policy violations.

3.00 – EMPLOYEE COMPENSATION AND ADVANCEMENT

3.01 CATEGORIES OF EMPLOYMENT

There are three categories of employment with the County of Burnet:

Full-time: A full-time employee is employed to hold an authorized position that is regularly scheduled 40 hours per week or an authorized position in law enforcement that is regularly scheduled 84 hours in a 14-day work period in accordance with paragraph 207(k) of the Fair Labor Standards Act.

Part-time: A part-time employee is employed to hold an authorized position that is regularly scheduled for fewer than 40 hours per week.

Temporary: A temporary employee is an employee hired to complete a specific project within a specified period of time. Temporary employees may be full-time or part-time.

Depending on the nature of an employee's job duties, he/she may be exempt from the overtime requirements of the Fair Labor Standards Act. Exempt employees include executives, administrative employees, and professionals. The Fair Labor Standards Act regulations are keyed to actual job duties of the employee, and an employee does not qualify merely because of the job title.

3.02 WORKDAY/WORKWEEK

The workday for Burnet County shall begin at 12:01 am each day and end 24 consecutive hours later.

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act, the workweek for the County shall begin at 12:01 am on each Saturday and end seven (7) consecutive work days later (168 hours). The only exception to this is law enforcement employees who fall under the 207(k) exemption.

Burnet County Commissioners' Court adopted the Fair Labor Standards Act Section 207(l) exemption for the Sheriff's Department Field Deputies and Corrections Officers. The Burnet County Sheriff's Department shall contain one work period for Field Deputies and Corrections Officers. The work period shall consist of 84 hours and run from Saturday at 12:01 am, 14 consecutive calendar days. This establishes for Burnet County Sheriff's Department a 14 day – 84 hour work period.

3.03 PAYDAYS

Pay checks are issued on a 26-week pay period per year system. Any deviation from this pay schedule will be at the sole discretion of Commissioners' Court. Pay checks will not be issued other than on the official pay date. Department heads may pick up their department pay checks Thursday afternoon for disbursement on Friday. No pay advance loans will be made to any employee for any reason.

3.04 CLASSIFICATION AND COMPENSATION PLAN

The county maintains a classification and compensation plan by which each class of positions is assigned to a pay group.

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3.05 PERFORMANCE EVALUATIONS

“Employee Performance Evaluations” will be completed annually each year for each employee by their Department Head or Supervisor, as described in the Burnet County Compensation Plan. Burnet County employees are not eligible for a merit increase without a current year performance evaluation overall rating of “3” or better on a long form record, or overall rating of “Good” on a short form record. The original of the evaluation is to be filed in the employee’s Personnel File in the Human Resources office.

3.06 TIMEKEEPING

Time Sheet:

Time sheets are governmental documents and as such require accurate and truthful information and are subject to Texas Penal Code 37.10. Falsifying a time sheet, a governmental record, is a Class “A” Misdemeanor.

Electronic Time Clock:

All Burnet County employees required to use the electronic time clock shall clock in upon arrival and clock out when leaving. If they are to be away from the office on personal business for more than 15 minutes they must clock out.

- A. Leave such as vacation, sick, and other approved leave shall also be recorded in the timekeeping system by the supervisor or department head.
- B. All non-exempt employees shall use the timekeeping system except in areas where internet access is not available.
- C. Non-exempt employees shall use their web access to “clock in” at the beginning and end of their workday and as necessary, within the workday, as to appropriately record their meal breaks or approved leave time.
- D. In the case of clock malfunction or other technical problems, it may be necessary to correct or enter missing data. These changes shall be documented and manually added to the employee’s timecard as necessary by their supervisor to accurately report the employee’s hours. Any clock or web access malfunctions should be promptly reported to the County Human Resources Office.
- E. Burnet County uses a 7 minute rounding rule. Employees who clock in 7 minutes before or 7 minutes after any quarter hour will be paid on the quarter hour.
 - Employees should not clock in nor begin any work activities earlier than 7 minutes before their scheduled start time, unless the employee has supervisor approval for early arrival.
 - An employee should not clock out nor continue any work activities any later than 7 minutes after their scheduled end time, unless the employee has supervisor approval for working late.
- F. All employees are required to view and sign their timesheets to ensure accuracy of their official recorded time. An employee should report discrepancies to their supervisor immediately. All employees are required to approve their timesheet at the end of each week.
- G. Supervisors or department timekeepers shall approve their employee’s time at the end of each week.

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- H. Departmental timekeepers shall ensure that employees and supervisors have accurately completed timesheets. At the end of each pay period, departmental timekeepers will “Sign Off” on all employee timesheets, therefore releasing the recorded data to Payroll for processing.
- I. During payroll processing, leave from available banks (excluding Sick Leave) will be added for any full-time employee (as defined in Sec. 3.01) to complete their normal schedule.

3.07 OVERTIME COMPENSATION

Overtime compensation is due to employees as follows:

7-day work weekafter 40 hours
14-day work period.....after 86 hours

Vacation leave, sick leave, personal leave, emergency leave and designated county holidays will not be counted as actual hours worked toward the calculation of overtime, but will be calculated as straight time.

If a full time employee who is subject to the overtime provisions of the Fair Labor Standards Act is required to work extra hours during a workweek in which he or she has used banked leave, the leave time should be reduced to prevent overtime. Leave time may be counted towards hours worked for overtime purposes in the event of an emergency (safety or security) as determined by the department head.

Flex time or equal time off in the same work period may result in changes to the time record.

Non-exempt employees will be paid at one and one-half times their regular rate of pay for each hour actually worked in a work week or work period above their respective limits as listed above (all overtime must be approved by the department head ahead of time).

3.08 LONGEVITY PAY

General: This policy is effective October 1, 2021, and is intended to supersede and replace all previous longevity, step, or salary pay types that are based solely on length of service. Any employee that as of 10/01/2021 would have been paid more under a previous longevity-based pay structure will continue under the older policy until such time that pay under the new policy exceeds the older policy. At no time will an employee receive benefits under more than one longevity-based policy or any other type of policy based solely on years of service.

Eligibility: Eligible positions and amounts will be determined annually by the Commissioners Court during the normal budget process. This additional pay will not be paid if it is not clearly designated and budgeted for during the budget process.

County funded, full-time active employees are eligible based on their years of service in any eligible position with Burnet County. For the purpose of this policy, any employee working less than 40 hours per week is considered part-time. Eligible part-time employees must have two years of consecutive service and a minimum of 750 hours worked in the previous 12-month period. Employees must be a full-time or part-time active employee as of the date the longevity is paid.

Ineligibility: Temporary employees and employees supplemented by the County are not eligible. Grant funded positions will not be eligible unless allowed by the grant or approved and budgeted by the Commissioners Court.

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Guidelines: This policy and these guidelines are not a contract between the County and any of its employees. Nothing herein shall be considered a part of the County's employment relationship with the employee. No employee shall have the right to rely upon or enforce this policy and these guidelines against the County, it being understood that the County may amend, modify, or terminate this policy and these guidelines at any time. No employee shall have any rights or privileges in this policy or guidelines.

FY23 Eligible Positions and Amount: For the FY23 budget year (October 1, 2022 – September 30, 2023), eligible employees in eligible positions who have greater than two years of continuous service as of October 1, 2022, are eligible for longevity pay. For FY23, the amount of longevity pay is calculated at \$20 for every month of service for full-time employees and \$10 for every month of service for part-time employees in an eligible position as of 10/01/2022 with a maximum amount of \$3600 for full-time employees and \$1800 for part-time employees to be paid out in one lump sum payment prior to December 31, 2022. **Any employee that as of 10/01/2021 would have been paid more under a previous longevity-based pay structure will continue under the older policy until such time that pay under the new policy exceeds the older policy. This longevity pay will be paid in one annual payment.**

3.09 HOLIDAY PAY

- A. Normally Scheduled Full Time Employees: On designated county holidays, each employee is paid their hourly rate of pay for an 8 hour work day. (Employee must have been employed on the workday preceding the holiday to qualify.) Those employees (other than those subject to shift work) who are non-exempt and who are required to work on a designated county holiday will receive compensation at their hourly rate of pay for each hour worked in addition to their holiday pay. An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.
- B. Full Time Shift Employees: On designated county holidays, each employee who works in a department that operates 24/7 will be given 8 hours of Holiday Leave, whether their regular day off falls on the holiday or the employee works the holiday. Holidays do not accrue and unused hours will not be paid at separation.
- C. Part-time employees are not eligible for holiday pay.
- D. Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for Burnet County. Each Department Head is responsible for granting this leave based on the needs of their individual departments. Vacation leave or leave without pay may be used for special leave granted.
- E. If an employee is off work due to FMLA, Worker's Compensation, or other unpaid leave of absence, holiday leave will not be earned.

3.10 PROMOTIONS

Promotions are changes in the duty assignment of any employee from a position in one classification to a position in another classification in a higher pay group. A promotion recognizes advancement to a higher classification requiring higher qualifications and involving greater responsibility. A promoted employee will receive a pay increase within budget commensurate with qualifications and responsibility in accordance with the Burnet County Compensation Plan.

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Any reclassification of positions must have prior approval of Commissioners' Court before effecting any change. All changes must begin at the beginning of a pay period.

Any employee promoted to an exempt position from a non-exempt position will be paid for any unused compensatory time at the time of the promotion. Time equivalent to the total hours paid must elapse prior to filling the vacancy created by the promotion, unless otherwise authorized by Commissioners' Court.

3.11 LATERAL TRANSFERS

Lateral transfers are movements of an employee between positions in the same pay group. An employee transferring to another department will be paid any compensatory time on the books.

3.12 DEMOTIONS

A demotion is a change in duty assignment of an employee from a position in one classification to a position in another classification in a lower pay group. An employee who is demoted may have his/her pay reduced. Demotions may be made for the purpose of voluntary assumption of a less responsible position, as a disciplinary measure, because of unsatisfactory performance in a higher position, or as a result of a reclassification of the employee's position.

3.13 PAY REDUCTION FOR DISCIPLINARY REASONS

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure to a lower rate in the pay group for that position or to a rate in the next lower pay group.

3.14 APPROVING AUTHORITY

The Commissioners' Court is the approving authority for all payrolls under the terms of (1) these policies, (2) the classification and compensation plan or, (3) the annual budget.

3.15 GRANT FUNDED POSITIONS

Any employee whose salary is funded by grant revenues must take any and all accrued leave during the period funded by the grant.

Employees whose salaries are funded by grants are subject to all Personnel Policies and Procedures and Compensation Program. Those employees, whose salaries and benefits are funded 100% by the grant and understood to possibly be a short term employment, will follow the terms of the grant and will not be eligible for salary increases. If the County funds the position in the future, the position will then be reviewed by Human Resources for a recommendation to Commissioners' Court for classification of group and salary, with the understanding that the position could receive a decrease in salary.

3.16 EFFECTIVE DATE OF PAY RATE CHANGES

Employee hourly pay rate changes made other than at the beginning of a fiscal year will become effective no earlier than the first pay period following the date that the Human Resources Department receives the Personnel Action Form authorizing the change. Retroactive pay adjustments are not allowed.

4.00 – BENEFITS

4.01 MEDICAL AND LIFE INSURANCE

After 90 days of non-interrupted employment, the County of Burnet will provide group hospitalization, medical, life, and dental insurance for full-time employees. Premiums for employees are paid by the County. An eligible employee may add dependent coverage for family members at his/her expense. Each employee will be provided with coverage documentation.

4.02 SOCIAL SECURITY & MEDICARE TAX

All county employees participate in Social Security which provides certain retirement and disability income benefits, including Medicare. Participation in this federal program is required by law. Deductions are made from each pay check in accordance with federal guidelines; this deduction is noted as “FICA” on employees’ pay stubs. Burnet County funds an amount equal to the employee’s deduction to the Social Security Administration for the employee’s benefit. Employees are encouraged to go to www.ssa.gov for further information about their Social Security Benefits.

4.03 RETIREMENT

The County of Burnet is a member of the Texas County and District Retirement System. Membership in the retirement system is mandatory for all full-time and part-time employees. Only temporary employees with no prospects for continuation of employment beyond six months or an individual contractor may be excluded from TCDRS. Both the employee and the county contribute to the employee’s retirement account. Employees who terminate prior to retirement will, upon request, be refunded their contributed portion of their retirement account plus the interest earned on their contributed portion. Forms are available online at www.tcdrs.org, or in the Burnet County Human Resources Office.

The employee’s portion of the retirement contribution is tax deferred. You may have your deposits refunded to you or choose a Direct Rollover into an I.R.A. account or some other account approved by the IRS. If you do not choose a Direct Rollover, you will receive only 80% of the payment, because the Plan Administrator (TCDRS) is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.

Any member is eligible for service retirement if the member satisfies any of the following requirements:

- 1) The member has completed at least eight (8) years of creditable service and has attained the age of at least sixty (60); or
- 2) The member has completed at least eight (8) years of creditable service and the member’s attained age and total accumulated credited service equals seventy-five (75) (referred to as the “rule of 75”); or
- 3) The member has accumulated 20 years credited service, whichever comes first.

Burnet County also makes employer contributions to the TCDRS Supplemental Death Benefits Fund. The beneficiary of a deceased employee would receive a lump-sum payment equal to a year’s salary in addition to a return of the deceased’s personal deposits and interest earnings. A retired member’s beneficiary would receive a lump-sum payment equal to \$5000.00.

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For more detailed information contact the Human Resources Department or www.tcdrs.org. Burnet County adheres to the rules and regulations as set forth by TCDRS in regards to employee retirement. These rules and regulation are subject to change.

4.04 WORKERS COMPENSATION

All employees of Burnet County are covered by the County's workers' compensation program while on duty for the County unless they have elected to retain their common law right of action. To retain common law right, a new employee must inform the County Human Resources Office in writing within the first 3 days of employment.

An employee who suffers a job-related illness or injury is eligible to have all medical expenses paid for such injury or illness and if unable to work for more than seven calendar days, shall be eligible to receive partial salary continuation benefits which begin with the eighth day of disability; by law, certified peace officers injured in the line of duty receive full salary continuation. Salary continuation ends at the end of the current term of the current sheriff.

An employee who suffers an on-the-job illness or injury shall notify his supervisor as soon as is reasonable possible; the supervisor will fill out the appropriate reporting forms and forward them within 12 hours of notification by the employee to the Human Resources Office. Failure to report job-related illnesses or injuries in a timely manner may affect an employee's eligibility to receive workers' compensation benefits or may delay benefit payments. The supervisor is required to notify the Human Resources Office when the injured worker returns to work.

Time off work due to a job-related illness or injury will run concurrent with time to which the employee is otherwise entitled under the Family and Medical Leave Act.

No employee is guaranteed that his job will be held open for any period of time unless he is entitled to and files for leave under the Family and Medical Leave Act, in which case he/she will be entitled to up to 12 weeks (480 intermittent work hours) leave, after which time the employee will be terminated if they are still unable to perform the essential functions of the position with or without reasonable accommodation. The employee must provide the paperwork required under our Family Leave policy.

Employees do not accrue vacation or sick leave while on workers' compensation salary benefits. They also are not paid by Burnet County for any holidays falling during their period of absence.

An employee may not perform any outside work or engage in any extra duty employment on the same calendar day(s) that he/she fails to report to work due to illness or injury.

An employee receiving workers' compensation salary benefits shall be required to provide a completed Workers' Compensation Status Report (DWCC-73) from the attending physician before being allowed to return to work. The release shall include whether or not the employee can return to full-time status with or without restrictions.

4.05 UNEMPLOYMENT INSURANCE

Employees of the County may be eligible for unemployment benefits under the Texas Unemployment Compensation Insurance.

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4.06 COBRA

The federal government enacted the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) which allows certain individuals the option of continuing their group health insurance under specified conditions.

Covered employees and their dependents are eligible to continue their coverage for up to 18 months if termination of coverage is due to:

- 1) Loss of coverage due to reduction of work hours
- 2) Voluntary employee termination including retirement
- 3) Employee layoff for economic reasons
- 4) Employee discharged, except for gross misconduct
- 5) Employee has exhausted their FMLA leave

Covered employees and their dependents are eligible to continue their coverage for up to 29 months if the participant is deemed disabled by Social Security within the first 60 days of COBRA continuation of coverage.

COBRA coverage for covered employees and dependents up to 36 months is permitted if termination of coverage is due to:

- 1) Death of the covered employee
- 2) Divorce or legal separation from the covered employee
- 3) Medicare eligible employee (employee becomes eligible for Medicare, leaving dependents without group coverage)
- 4) Children who lose coverage due to certain contractual eligibility limitations

The coverage cannot be continued beyond the following dates:

- 1) The date on which the employer ceases to provide any group health plan to any employee. If a group health policy ceases to be in force with regards to the employee of the employer, it would be your employer's obligation to allow you or your dependents to continue under any replacing group policy or policies.
- 2) The date the full premium is not paid by the participant. (Including a 30 day grace period.)
- 3) When the individual becomes covered under any other group health plan, or is entitled to Medicare benefits.
- 4) In the case of a spouse, when the spouse remarries and becomes covered under another group health plan.

Your election to continue coverage must be done within 60 days of the date of the Continuation of Coverage Election Form, or your termination date, whichever occurs last. Benefits provided shall be identical to coverage provided for active full-time employees and dependents that have insurance under the plan but have not yet terminated their coverage. The cost to continue coverage is paid by the individual. Within 180 days before expiration of your continuation of coverage, you shall have the right to convert to a conversion plan at the time of your termination if it is being offered to other active full time employees under the plan.

Questions regarding your right to continue insurance after your termination date should be addressed to the Burnet County Human Resources Office.

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4.07 DEFERRED COMPENSATION

If you are interested in additional retirement options, you may become a member of Nationwide Retirement Solutions and have an additional amount deducted from your paycheck for this purpose. For more information, contact the Human Resources Department.

4.08 PUBLIC EMPLOYEES CREDIT UNION

All Burnet County employees are eligible to join the Public Employees Credit Union. You can get a membership form from Human Resources Office, or apply online at www.pecutx.org. If you join the credit union, the amounts you request may be deducted from your pay check and sent directly to the credit union.

5.00 – ABSENCES AND LEAVES

5.01 DEFINITIONS

Leave Time Any time off during your normal scheduled work period.

Unauthorized Absence An unauthorized absence is one in which the employee is absent from regular duty without the permission of the department head. Employees are not paid for unauthorized absences, and such absences are cause for disciplinary action, up to and including termination.

All leave taken by county employees must be approved by their department head or supervisor. For payroll purposes, vacation leave, sick leave, personal leave, holiday hours, or any other leave granted by the County will not be counted as work hours in the calculation of overtime. Leave time is permitted up to a maximum of 40 hours per work week, or employee's normal work schedule.

5.02 VACATION LEAVE

Accruing Vacation Leave Upon completion of the initial three month employment period, vacation leave benefits, figured from the date of employment, are credited to the employee. Thereafter, earned vacation leave is accrued and credited to the employee at the end of each month.

Full-time employees (exempt and non-exempt) accrue vacation leave as follows:

- First through ninth year of employment:
80 hours per year (6.67 hours per month)
- Tenth year and beyond:
120 hours per year (10 hours per month)

Part-time and temporary employees do not earn vacation leave.

Use of Vacation Leave Accrued vacation leave may be used upon the completion of the initial three-month employment period. No more than 80 hours of vacation leave may be carried forward from one calendar year to the next for the first through ninth year of employment. No more than 120 hours of vacation leave may be carried forward from one calendar year to the next for the tenth year of employment and beyond. Any accrued vacation leave in excess of these maximums as of December 31st of each year will be forfeited from the employee's leave record, without compensation.

Vacation leave of one hour or more taken by an exempt, non-elected employee must be documented by completing an Exception Note. The Exception Note should be signed by the employee and their department head/Elected Official, and turned in to the Human Resources Office.

5.03 SICK LEAVE

Accruing Sick Leave Upon completion of the initial three month employment period, sick leave benefits, figured from the date of employment, are credited to the employee. Thereafter, earned sick leave is accrued and credited to the employee at the end of each month.

Full-time employees (exempt and non-exempt) accrue sick leave at the rate of 80 hours per year (6.67 hours per month).

Part-time and temporary employees do not earn sick leave.

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Use of Sick Leave Accrued sick leave may be used upon the completion of the initial three-month employment period. Accrued sick leave may be utilized by full-time employees who are absent from work due to:

- 1) Personal illness or physical or mental incapacity;
- 2) Medical, dental, or optical exams or treatments;
- 3) Medical quarantine resulting from exposure to a contagious disease; or
- 4) Illness of the following members of an employee's immediate family:
 - a. Children
 - b. Spouse
 - c. Parents.

Medical Statement An employee's supervisor may request, and employees must provide upon request, written verification by a physician of a medical illness or injury precluding availability for duty at any time that sick leave benefits are requested.

Sick leave or one day or more, taken by an exempt employee, must be documented by completing an Exception Note signed by the Department Head/Elected Official and employee. The Exception Note is to be turned in to the Human Resources Office.

Accumulation of Sick Leave Sick leave not used during the year in which it accrues accumulates and is available for use in succeeding years, up to a maximum allowable accumulation of 90 days (720 hours).

Illness While on Vacation When an illness or physical incapacity occurs during the time an employee is on vacation leave, sick leave may be granted to cover the period of illness or incapacity and the charge against vacation leave reduced accordingly. Application for such substitution must be supported by a medical certificate or other acceptable evidence to supervisor. Supervisor will provide proper documentation to Human Resources Office.

5.04 MILITARY LEAVE

Full-time and part-time employees of the County who are members of the state military forces or members of the reserve components of the armed forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating or vacation leave or salary, on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed 15 days in any one fiscal year. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days will be charged to vacation or leave without pay.

5.05 CIVIL LEAVE

Employees will be granted civil leave with pay for jury duty on a scheduled workday. Employee payment for jury services shall be returned to the Burnet County General Fund.

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5.06 LEAVE OF ABSENCE

Leave of absence is an approved absence from duty in a non-pay status. Granting a leave of absence is at the discretion of the department head with the approval of the Commissioners' Court. Such leave of absence shall not be granted unless there is a reasonable expectation that the employee will return to employment with the county at the end of the approved period.

Employees on leave of absence receive no compensation and accrue no benefits. However, previously accrued benefits are retained during leave of absence unless otherwise prohibited by the terms or provisions of the benefit programs. Medical insurance can be continued if paid for in advance by the employee.

A leave of absence is appropriate for the following reasons:

- Recovery from extended illness or temporary disability;
- Educational purposes when successful completion will contribute to the work of the County;
- Public service assignments; or
- Personnel exchange programs which emphasize Intergovernmental relations.

5.07 EXTENDED LEAVE FOR ILLNESS OR TEMPORARY DISABILITY

Following FMLA, employees may request approval to use accrued sick leave and vacation leave for the purpose of paid release time to recover from an extended illness or temporary disability or may request approval for an unpaid leave of absence for these purposes. A request for leave for an extended illness or disability must be filed at least ten working days prior to the first day of leave unless emergency conditions exist. An employee also must provide a statement concerning his/her intentions about returning to work.

Paid Leave Upon written approval of the department head, an employee may use accrued sick leave, vacation leave, personal leave and holiday leave for the purpose of paid absence from duty during an extended illness or temporary disability.

Unpaid Leave of Absence Upon written approval of the department head and approval of Commissioner's Court, an employee may be granted up to six months of unpaid leave of absence for the purpose of recovery from an extended illness or temporary disability. During this time, an employee accrues no additional vacation leave, sick leave, personal leave, or longevity benefits, but retains those already accrued. Medical insurance may be continued if paid in advance by the employee. Other benefits are retained during unpaid leave of absence unless otherwise prohibited by the terms or provisions of the benefit program.

Conditions The department head may require an employee requesting a paid or unpaid leave for extended illness or temporary disability to provide a medical doctor's statement as to the date upon which the employee is no longer able to perform his/her duties and the expected length of the recuperation period. The employee may also be required to provide periodic statements from a medical doctor as to whether or not the employee is able to return to work. Failure to provide medical status reports or to contact the office on the schedule required by the department head is grounds for revoking the leave and for taking disciplinary action, up to and including termination.

5.08 USING LEAVE IN COMBINATION

Unless an employee who is absent on sick leave requests leave without pay upon exhaustion of sick leave, he/she will automatically be placed on vacation leave status until vacation leave is exhausted. Sick leave cannot be used for vacation leave purposes when vacation leave is exhausted.

With the approval of the department head, other types of leave and holidays may be used in any combination if it is determined to be in the best interest of the employee and the county.

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5.09 EMERGENCY LEAVE

Emergency leave with pay shall be granted by the department head for reasons of serious illness, accident, or death in an employee's family.

Emergency leave limitations (per occurrence):

Spouse, Child, Parent.....40 hours

Brother, Sister, Grandparents, Grandchild, Uncle, Aunt, Nephew, Niece, In-Laws.....16 hours

5.10 PERSONAL LEAVE

All full-time, including exempt, employees will be granted 16 hours of personal leave on January 1st of each year. Personal leave may be used as the employee desires, with department head approval.

Employees starting after January 1st of each year will be granted leave on a pro-rated basis.

Employees who have completed 5, 10, 15, 20...(÷5), etc. continuous years of service with Burnet County will receive an additional 8 hours of personal leave on January 1st of the year following the anniversary year.

5.11 HOLIDAYS

Holidays are determined each fiscal year by Commissioners' Court. A schedule of holidays shall be posted in each department and on the Burnet County website.

- A. HOLIDAY WORK – It is not always feasible to grant holidays at the scheduled time to employees assigned shifts of an around-the-clock operation. Any department head who finds it necessary to do so may direct some of all employees of the department to report for work on any holiday. For holiday pay policy, see Section 3.09.
- B. If an official holiday falls within an employee's vacation, the employee will be granted the holiday and not be charged for a day of vacation leave.
- C. Part-time and temporary employees are not eligible for holiday pay.

5.12 BAD WEATHER DAYS

Any full-time employee who, by his/her own choice, who misses work because of bad weather shall show time missed as vacation leave or personal leave.

Part-time employees will not receive any compensation for bad weather days as they are paid hourly for their actual hours worked.

Bad weather/emergency days mandated by the County Administrative Judge will be paid. Hours will not be used to compute overtime.

5.13 SICK LEAVE POOL

GENERAL

An employee may request to use pool leave only once per fiscal year, per catastrophic illness. A catastrophic illness or injury is defined as a terminal, life-threatening, and/or severe condition or combination of conditions affecting the mental or physical health of the employee (or his/her immediate family) that requires the services of a licensed health care practitioner for a prolonged period of time and that forces the employee to exhaust all accrued leave time (sick, vacation, personal, compensatory, holiday), thereby resulting in the loss of all compensation from the County. If the employee does not use his maximum entitlement on the first request, and another catastrophic event occurs, a second

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request can be submitted. An employee who is on pool leave at the end of the fiscal year and still cannot return to work does not have to reapply to continue using pool leave in the next fiscal year. However, he/she must ensure that a Certification of Health Care Provider be furnished each thirty (30) days. The employee may still only receive the maximum entitlement per illness.

Examples of Catastrophic Illness/Injury

- | | |
|--|-------------------------|
| ▪ Back conditions requiring extensive therapy or surgery | ▪ Kidney Disease |
| ▪ Heart conditions | ▪ Most types of cancers |
| ▪ Severe respiratory conditions | ▪ Pneumonia |
| ▪ Severe nervous disorders | ▪ Severe stroke |
| ▪ Injuries caused by serious accidents | |

Examples of Illness/Injury Not Normally Considered Catastrophic

- | | |
|-------------------------|--|
| ▪ Migraines/Headaches | ▪ Childbirth/Normal Recovery |
| ▪ Common Cold/Allergies | ▪ Miscarriage (without complications) |
| ▪ Flu | ▪ Elective Surgeries |
| ▪ Earaches | ▪ Routine dental or orthodontic issues |
| ▪ Upset Stomach | ▪ Absence due to substance abuse |
| ▪ Minor Ulcers | ▪ Stress |

All regular, full-time employees may apply to use sick leave from the sick leave pool subject to provisions. (The only exception is any employee being paid Worker's Compensation.)

An employee does not have to contribute to the pool in order to use from the pool, and no payback of pool sick leave is required.

Requests will be processed on a first-come, first-served basis. The Pool Committee will have five (5) workdays from the date they receive a request and a completed Certification of Health Care Provider in which to approve or deny the request. The decision of the Pool Committee will be the final decision. The supervisor of an employee requesting to use pool leave will ensure that an appropriate Certification of Health Care Provider regarding the illness or injury accompanies the request.

CONTRIBUTING SICK LEAVE TO THE POOL

An active employee may contribute up to 40 hours of sick leave to the pool each fiscal year in increments of 8 hours.

An employee who is separating from employment may donate not more than 80 hours of sick leave to the pool, in increments of 8 hours.

Employees will not be allowed to contribute sick leave to be used only by a particular person.

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REQUESTING TO USE SICK LEAVE FROM THE POOL

An employee must have completed one year of continuous service with the County before he/she is eligible to use leave from the pool.

Employees must exhaust all paid leave before they are eligible to use any leave from the pool.

An employee who has exhausted all paid leaves to which he/she is entitled may apply to use sick leave hours from the pool. Requests must be submitted in writing on a Sick Leave Pool Request Form (available from the Human Resources Office).

An employee may use pool sick leave for his/her own catastrophic illness or injury or for one in his/her immediate family. Immediate family is defined as child, spouse, or parent.

An employee must furnish a completed Certification of Health Care Provider (forms available from the Human Resources Office), prior to approval of the Sick Leave Pool Request. Sick Leave Pool hours will be granted in increments not to exceed thirty (30) work days. Recipients eligible for Sick Leave Pool hours in excess of thirty (30) work days will be required to furnish a completed Certification of Health Care Provider again, each thirty (30) day period, until the balance of hours granted is used entirely or the employee returns to work at the end of the illness.

The amount of hours available from the pool is determined by the number of years of continuous service with the County. The following will be used to determine the number of hours available:

- | | |
|----------------------|--|
| ▪ 1 year - 5 years | 1/9 balance of pool/or 30 work days, whichever is less |
| ▪ 5 years - 10 years | 1/6 balance of pool/or 60 work days, whichever is less |
| ▪ 10+ years | 1/3 balance of pool/or 90 work days, whichever is less |

In no event can the amount of sick leave used from the pool exceed 1/3 of the balance of hours in the pool or 90 work days, whichever is less.

An employee may also apply to receive sick leave from the pool if he/she gave sick leave to the pool and then exhausted his sick leave balance in the same fiscal year. Such employees may receive only the number of hours they contributed to the pool unless their illness or injury is catastrophic (life-threatening).

An employee on pool leave does not accrue paid leave.

Any unused balance of pool leave hours granted to an employee returns to the pool at the end of the illness. The estate of a deceased employee is not entitled to payment for unused pool sick leave.

**5.14 FAMILY AND MEDICAL LEAVE AND MILITARY FAMILY LEAVE
POLICY**

It shall be the policy of the County to provide eligible employees with all benefits and privileges required under the Federal Family and Medical Leave Act (FMLA) and Military Family Entitlements.

ELIGIBILITY

To be eligible for benefits under this policy, an employee must:

- A. Have worked for Burnet County at least twelve (12) months (need not be continuous service), and,
- B. Have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

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QUALIFYING EVENTS

Family or medical leave under this policy may be taken for the following situations:

- A. The birth of a child and in order to care for that child; or
- B. The placement of a child in the employee's home for adoption or foster care; or
- C. To care for a spouse, child, or parent with a serious health condition; or
- D. The serious health condition of the employee that makes the employee unable to perform the essential functions of their job; or
- E. A qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member (National Guard or Reserves) on active duty or has been notified of an impending call or order to active duty in support of a contingency operation; or
- F. To care for a covered service member (Regular Armed Forces, National Guard or Reserves) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member.

SERIOUS HEALTH CONDITION

- A. Serious health condition of the employee shall be defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.
- B. Serious health condition of a spouse, child, or parent shall be defined as a condition which requires overnight inpatient care at a hospital, hospice, or residential care facility, or a condition which requires continuing care by a licensed health care provider.

CONTINUING TREATMENT

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- A. Treatment two or more times within thirty (30) days of incapacity, or
- B. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment by a health care provider. This treatment must occur within the first seven (7) days of incapacity.
- C. Any period of incapacity due to pregnancy or prenatal care.
- D. Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- E. Any period of incapacity which is permanent or long term due to a condition that treatment was not effective.
- F. Any period of incapacity or absence to receive multiple treatments by a health care provider.

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QUALIFYING EMERGENCY LEAVE

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child or any age or parent) is on active duty or called to active duty status in support of a contingency operation. The following qualify as exigency leave:

- A. Leave may be taken to address any issue that arises because the covered military member was given seven or less days' notice for active duty deployment in support of a contingency operation. Eligible employees may take up to seven (7) days beginning on the date the covered military member receives the call or order to active duty.
- B. Leave may be taken to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of a covered military member.
- C. Leave may be taken to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to active duty or call to active duty status of a covered military member.
- D. Leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the active duty or call to active duty status of a covered military member.
- E. Leave may be taken to make or update financial or legal arrangements to address the covered members' absence while on active duty or call to active duty status.
- F. Leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for a period of ninety (90) days following the termination of the covered member's active duty status.
- G. Leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for counseling arises from the active duty status or call to active duty status of a covered military member.
- H. Leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation.
- I. Leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's active duty status.
- J. Leave may be taken to address issues that arise from the death of a covered military member while on active duty status.
- K. Leave may be taken to address any other additional events that may arise out of the covered military member's active duty or call to active duty status provided Burnet County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

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LEAVE AMOUNT

- A. Up to twelve (12) weeks leave per twelve (12) month period may be used under this policy.
- B. Burnet County will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy.
- C. All leave taken under this policy during the prior twelve (12) month period shall be subtracted from the employee's twelve (12) week leave eligibility and the balance is the leave the employee is entitled to take at that time.
- D. If a husband and wife both work for Burnet County, the maximum combined leave they shall be allowed to take in any twelve (12) month period for the birth or placement of a child, or care for a parent with a serious health condition is twelve (12) weeks. The combined limit is twenty-six (26) weeks in a single twelve (12) month period if leave is to care for a covered service member with a serious injury or illness.
- E. An eligible employee is entitled to up to twenty-six (26) workweeks of leave to care for a covered service member with a serious injury or illness during a single twelve (12) month period.
 - 1. The single twelve (12) month period begins on the first day the eligible employee takes FMLA to care for a covered service member and ends twelve (12) months after that date.
 - 2. If an eligible employee does not take all of his/her twenty-six (26) workweeks during this twelve (12) month period, the remaining part of the twenty-six (26) workweeks of leave entitlement to care for a covered service member is forfeited.
 - 3. This leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of twenty-six (26) workweeks of leave if the leave is to care for different covered service members or injury, except that no more than twenty-six (26) workweeks may be taken within any single twelve (12) month period.

PAID AND UNPAID

- A. If an employee has accrued leave, the employee shall be required to use the following paid leave as detailed below:
 - 1. Vacation time
 - 2. Holiday time
 - 3. Sick time
 - 4. Personal timeThe remainder of leave shall be unpaid.
- B. An employee who is taking leave because of his/her own serious health conditions or the serious health condition of an eligible family member shall be required to first use all earned compensatory time, then sick leave, vacation leave, and any other paid leave, with the remainder of the twelve (12) week period being unpaid leave.
- C. An employee taking leave for the birth of a child shall be required to use paid sick leave first, then earned compensatory time, vacation leave, holiday leave, and personal leave for the recovery period after the birth of the child and prior to being on unpaid leave.
- D. After the recovery period from giving birth to a child, the employee shall be required to first use all earned compensatory time, then vacation leave and other available paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.
- E. An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use first earned compensatory time, then

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vacation leave, then other available paid leave, except for sick leave, with the remainder of the twelve (12) week period being unpaid leave.

- F. An employee who is taking leave for a qualifying exigency for a covered military member shall be required to use first compensatory time, then vacation leave and other available paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.
- G. An employee taking leave for the care of a covered service member shall be required to first use all earned compensatory time, then sick leave, vacation leave and any other paid leave, with the remainder of the twenty-six (26) week leave period being unpaid leave.
- H. The maximum amount of paid and unpaid leave that may be used under this policy in any twelve (12) month period is twelve (12) weeks, except for qualifying leave to care for a covered military member with a serious injury or illness with the maximum leave being twenty-six (26) weeks in a single twelve (12) month period.

INSURANCE

- A. While on leave under this policy, Burnet County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.
- B. The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally pay, or the coverage will be discontinued.
- C. Payment for coverage under section twenty-one (21) of this policy shall be made through regular payroll deduction while the employee is on leave (paid leave).
- D. While on unpaid leave, the employee shall be required to pay for premiums due to Burnet County under section twenty-one (21) of this policy no later than thirty (30) days after the due date which Burnet County sets or the coverage shall be discontinued.
- E. At the end of the twelve (12) weeks leave, all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member where the eligible employee will be offered COBRA at the end of twenty-six (26) weeks in a single twelve (12) month period.

INTERMITTENT LEAVE AND REDUCED SCHEDULE

- A. Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member, or the care of a covered military member.
- B. A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member, or the care of a covered military member.
- C. All work time missed as a result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's twelve (12) week leave eligibility. If the time missed is for the care of a covered military member with serious injury or illness, the time will be deducted from the employee's twenty-six (26) week leave eligibility in a single twelve (12) month period.

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CERTIFICATION REQUIREMENTS

- A. Burnet County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.
- B. The employee must respond to the request within fifteen (15) days of the request or provide a reasonable explanation for the delay. If an employee does not respond, leave may be denied.
- C. Certification of the serious health condition of the employee shall include:
 - 1. The date the condition began;
 - 2. Its expected duration;
 - 3. The diagnosis of the condition;
 - 4. A brief statement of the treatment; and
 - 5. A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.
- D. Certification of the serious health condition of an eligible family member shall include:
 - 1. The date the condition began;
 - 2. Its expected duration;
 - 3. The diagnosis of the condition;
 - 4. A brief statement of the treatment; and
 - 5. A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- E. Certification for leave taken because of a qualifying exigency shall include:
 - 1. Military member is on active duty or called to active duty service;
 - 2. The dates of the covered military members active duty service;
 - 3. A statement of description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
 - 4. The approximate date on which the qualifying exigency will start and end;
 - 5. If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency;
 - 6. If the qualifying exigency involves meeting with a third party, appropriate contact information such as: name, title, organization, address, telephone number, fax number and email address, and a brief description of the purpose of the meeting.
- F. Certification for leave taken for a serious injury or illness of a covered military member shall include:
 - 1. If the injury or illness was incurred in the line of duty while on active duty;
 - 2. The approximate date on which the illness or injury occurred and the probable duration;
 - 3. A description of the medical facts regarding the covered military members health condition, sufficient to support the need for care;
 - 4. If the covered military member is a current member of the Regular Armed forces, the National Guard or Reserves, and the covered military member's branch, rank, and unit currently assigned to;
 - 5. The relationship of the employee and the covered military service member;
 - 6. In lieu of certification, an ITO (invitational travel orders) or an ITA (invitational travel authorization) issued is sufficient certification for an eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

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- G. If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every six (6) months in connection with an eligible absence.
- H. Burnet County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification, except FMLA to care for a seriously injured or ill covered service member supported by an ITO or ITA.
- I. If there is a conflict between the first and second certifications, Burnet County shall have the right to require a third certification, at the expense of Burnet County, from a health care practitioner agreed upon by both the employee and Burnet County, and this third opinion shall be considered final.

REQUESTING LEAVE

- A. Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.
- B. Where practicable, and employee should give his or her immediate supervisor at least thirty (30) days' notice before beginning leave under this policy.
- C. Where it is not reasonably practicable to give thirty (30) days' notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable.
- D. If an employee fails to provide thirty (30) days' notice for foreseeable leave, the leave request may be denied until at least thirty (30) days from the date Burnet County receives notice.

REINSTATEMENT

- A. Employees returning from leave under this policy, and who have not exceeded the twelve (12) week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the twenty-six (26) maximum in a single twelve (12) month period allowed to care for a seriously ill or injured covered military member shall be returned to the same job or a job equivalent to the job they held prior to going on leave.
- B. Where an employee is placed in another position, it will be one which has the equivalent status, pay, benefits and other employment terms and one which entails substantially equivalent skill, effort, responsibility and authority.
- C. Burnet County shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave; this includes employees who may still have sick or vacation leave still available.

REPAYMENT OF PREMIUMS

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy shall be required to reimburse Burnet County for all medical premiums paid by Burnet County while the employee was on leave without pay.

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OTHER BENEFITS

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays or holiday leave, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

OTHER ISSUES

- A. Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.
- B. Burnet County may send out to an employee who has been out for three (3) or more days a Medical Certification to determine the employee's FMLA eligibility. The employee should have their physician complete and return the certification within fifteen (15) days of receipt to be eligible for FMLA. Failure to return the medical certification may result in denial of FMLA.
- C. Employees will be required to provide a Fitness-for Duty certification prior to returning to work.
- D. Once FMLA is exhausted, employees eligible for insurance will be offered COBRA.

5.15 PAID QUARANTINE LEAVE FOR PEACE OFFICERS AND DETENTION OFFICERS

Pursuant to Texas HB 2073, enacted June 15, 2021, Burnet County shall provide paid quarantine leave for peace officers and detention officers employed by Burnet County and ordered by a supervisor or the health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This includes peace officers and detention officers as defined by this policy, who are employed by, appointed to or elected to their position.

"Detention officer" means an individual appointed or employed by a county as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county jail.

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code. A health authority is a physician appointed under the provisions of Chapter 121 to administer state and local laws relating to public health within the appointing body's jurisdiction. A health authority must be: a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state and a resident of the state. They must take an official oath and file with the department.

For counties that do not establish a local health department or public health district, they may appoint a physician as health authority to administer state and local laws relating to public health in the county's jurisdiction.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the county.

Eligible employees who are on qualifying paid quarantine leave shall receive all employment benefits and compensation, including leave accrual, retirement, and health benefits for the duration of the leave; and, if applicable, shall be reimbursed for reasonable costs related to the quarantine, including lodging, medical, and transportation. Contact the Human Resources Department or Auditor's Office for reimbursement procedure; lodging costs may not exceed the U.S. General Services Administration Standard Lodging Rate. An employee on qualifying paid quarantine leave will not have their leave balances reduced.

Off duty exposures will not be covered under this policy.

6.00 – HEALTH AND SAFETY

6.01 GENERAL SAFETY RULES

- A. Employees shall not turn on, use, repair, or operate any vehicle, crane, electricity, gas, steam, air, acid, caustic or other dangerous material or equipment unless qualified and authorized by a supervisor.
- B. Safety Guards and devices furnished by Burnet County or the department shall be used. Removal or non-use may be authorized only by the supervisor and approved by the department head.
- C. Approved personal protective equipment shall be worn whenever the exposure indicates the need for it, i.e., eye and ear protection equipment and safety belts. Protective footwear shall be worn as recommended by the supervisor.
- D. Only tools, equipment, machines, etc. that are properly maintained and adjusted may be used.
- E. Floors must be kept free of any material or substance that might constitute a tripping or slipping hazard. Employees responsible for any such material or substance spilled shall clean it up immediately.
- F. Horseplay, running, and practical jokes are prohibited on the job.
- G. Immediately report all injuries to your supervisor.
- H. The Human Resources Office shall be notified in all medical or lost time accidents of employees. The Auditor's Office shall be notified of all incidents related to public accidents.
- I. Computer keyboards should be placed at a level to prevent wrist strain causing Carpal Tunnel Syndrome.

6.02 CLOTHING AND SAFE DRESS

- A. Employees will wear clothing appropriate to their work assignments. Clothing will be in reasonably good condition and clean.
- B. Supervisors are responsible for ensuring that employees are informed as to the requirements for wearing apparel that is suitable for the type of work to be performed and the hazards involved.
- C. For those working with machinery or in other hazardous operations, shirts, blouses, trousers, slacks, coveralls, etc. should be well fitted, with no loose or flowing appendages. Sleeves, if full length, should be buttoned at the wrist. The practice of working without a shirt is prohibited.
- D. Employees with long hair who work around moving machinery must wear adequate hair covering to preclude the possibility of entanglement.
- E. Jewelry such as rings, pendants, necklaces, earrings, watches, etc. shall not be worn whenever they constitute a hazard, i.e. working around moving machines, electrical or electronics equipment, etc.

6.03 LIFTING AND MANUAL MATERIAL SAFETY HANDLING

Lifting and material handling type injuries make up a major portion of risk for employee injury. We also recognize that in order to reduce the risk of this type of injury, we must find alternatives to manual lifting and manual material handling. Employees are to follow these procedures when handling materials:

- A. Try to eliminate the need for lifting or reducing the risk of lifting injuries through:
 - 1. Organizing storage of materials.
 - 2. Limiting bulk and weight of materials to be lifted. Keep package sizes manageable. (Remember that bulky and awkward objects cause most material handling injuries.)
 - 3. Keeping aisles clear when carrying materials to prevent trips, stumbling, etc.
 - 4. Making sure you are aware of the weight of the objects. Underestimating or overestimating the weight of an object can lead to injury.
 - 5. Wiping off wet, greasy, or slippery objects before handling them.
- B. Rather than lifting manually, use the mechanical lifting devices whenever possible and team lifting when necessary.
- C. All manual lifting cannot be eliminated. Lift as a last resort, if mechanical aids are not available and the lift is necessary. When lifting alone, follow either of the appropriate lifting procedures below:
 - 1. Two hand squat lift involves six (6) steps:
 - a. Keep feet parted – one alongside and one behind the object.
 - b. Keep back straight, nearly vertical.
 - c. Tuck elbows and arms in and hold close to the body.
 - d. Grasp the object with your whole hand, not just the fingers.
 - e. Tuck your chin in.
 - f. Keep body weight directly over feet.
 - 2. Assisted one-hand lift should be used when it is impossible to bend the knees and squat. Reaching over into a container to lift something would be a good example of this:
 - a. Place the non-lift hand on the container top; bend over the container.
 - b. While bending over, kick the foot on the same side as the non-lifting hand rearward to provide forward body balance (optional).
 - c. Reach and grasp object to be lifted.
 - d. Push down with the non-lifting hand on the container top raising the upper body to a vertical position. Be sure to let the non-lifting arm do the work, not the back.
 - e. Remember, this technique is not always practical. This type of lift should be limited to a load weight of 15-20 lbs.
 - 3. Twisting the body should always be avoided. Turn your body as a whole unit to reduce the risk of an injury while lifting and carrying loads.
 - 4. It is impractical to establish a definite limit on how much weight can be lifted, however, based on an infrequent lift; the following can be used as a guideline. This is based on a normal lift (with no twisting) of a standard size box (20"x15"x10"). Allowance should be made if the object is bulkier than this by decreasing the allowable weight.
 - 5. Employees who will be lifting objects on the job should keep themselves in good physical condition. If you are going to be lifting objects that are heavy, or lifting for a prolonged period, take time to do some stretching and warm up exercise prior to starting the job. Studies have shown that this can have a dramatic effect on reducing injuries of this type.

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6.04 EMERGENCY RESPONSE

In the event an accident occurs, each employee shall take the necessary Emergency Response as outlined here: Look for medic alert bracelet or necklace. It is recommended that all employees with medical conditions wear a medic alert bracelet or necklace.

6.05 PERSONNEL INJURIES

It is strongly suggested that every employee take CPR training as soon as possible after being hired.

If an employee is injured, other employees in the immediate area are encouraged and authorized to the extent of his/her training and qualifications, to assist the injured employee. The most qualified employee on site should make the initial assessment of the severity of the injury and, if the injury is found to be minor (non-life-threatening) and if the injured employee is conscious and consents, is authorized to take the following action:

- A. Provide first aid to the injured employee.
- B. Transport the injured employee to the nearest physician or medical facility; or
- C. Contact Emergency Medical Services (EMS) or ambulance service.

For more severe or life-threatening injuries, immediately call 9-1-1.

No employee should attempt, and nothing herein is intended or should be construed to require any employee, to provide any medical aid or assistance, including moving an injured employee or otherwise administer any first aid, if the employee:

- A. Is not qualified or properly trained to administer such aid and/or assistance,
- B. Does not have the consent of an injured employee who is conscious and able to give consent,
- C. Determines that protective equipment (such as disposable gloves or breathing barriers) is not available or adequate to protect the employee from exposure to or contamination, or from contact with the injured employee's blood and other bodily fluids, or with any other hazardous chemical or material,
- D. Determines that by remaining at the scene with the injured employee, the employee puts his/her own safety at risk or his/her own well-being in harm's way, and
- E. For any reason under the circumstances then existing, is unwilling to risk, or to assume the risks, to their own safety and well-being in attempting to administer first aid.

Supervisor or Employee will report all medical injuries to the Human Resources Office as soon as possible on the day the accident occurs.

6.06 FIRE EMERGENCIES

If a fire emergency occurs, it is the responsibility of each employee to follow these basic rules in the order indicated:

- A. Remove injured person from any further danger when safe to do so.
- B. Sound an alert to make any persons in the immediate area aware of the fire emergency.
- C. Evacuate the facilities.
- D. Call the Fire Department at 9-1-1.
- E. Attempt to extinguish the fire using the proper type of equipment or extinguisher.

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6.07 HAZARDOUS MATERIAL INCIDENT

Chemical spills or exposure to chemical accidents can be extremely hazardous. Often the chemicals involved a change from dormant to volatile condition upon exposure to the environment or contact with other materials including air, earth, or water. All employees must evacuate any area where a hazardous material incident occurs and then call 9-1-1.

6.08 DUTIES OF EMPLOYEES

- A. Each employee will be issued a copy of the Safety Policy or assume responsibility for accessing the Safety Policy at www.burnetcountytexas.org.
- B. Each recipient shall sign a statement for the Safety Policy acknowledging receipt or the assumption of responsibility for accessing the Safety Policy online.
- C. Be courteous at all times and under all circumstances.
- D. If an employee observes another employee conducting any operation that is dangerous to themselves or others, immediately call his/her attention to it.
- E. If an employee is involved in an accident causing injury or damage and it is established that it is due to carelessness, negligence or a violation of a safety rule, that employee will be subject to disciplinary action up to and including termination at the discretion of the Department Head.
- F. Serious injury can result from horseplay. Offenders will be subject to disciplinary action up to and including termination at the discretion of the Department Head. Offenders are not covered under Worker's Compensation if injured while engaged in horseplay.
- G. Alcohol and Illegal Drugs
 - 1. The use of any kind of alcohol or illegal drugs while on duty is forbidden and will subject the offender to disciplinary action up to and including termination at the discretion of the Department Head.
 - 2. Employees are not covered under Worker's Compensation if it is established they were under the influence of alcohol or illegal drugs at the time of the injury.
 - 3. An employee shall notify his/her supervisor while taking any prescription medication that has the potential to affect performance of duties.
- H. Reporting Injuries and Vehicle Accidents
 - 1. Any injury suffered by an employee involving a motor vehicle while on the job shall be reported to their supervisor when it occurs. (see section 2.10)
 - 2. Supervisor shall immediately contact the Human Resources Office regarding any injuries to employee and the Auditor's Office regarding any damage to the vehicle.

6.09 MATERIAL STORAGE

- A. Material, wherever stored, should not create a hazard. It shall be limited in height and shall be piled, stacked or racked in a manner designed to prevent it from tipping, falling, collapsing, rolling or spreading. Racks, bins, plans, blocks, and/or sheets shall be used where necessary to make the piles stable.
- B. Heavy and awkward items shall be stored near the bottom of shelves or cabinets.
- C. Do not allow equipment or storage to come within 30 inches of all electrical panels.
- D. Secure storage shelf, cabinets, and other items which may tip over.
- E. Indoor storage shall not obstruct or adversely affect means of exit.
- F. Clearance shall be maintained around lights and heating units to prevent ignition of combustible materials.
- G. Storage shall be in orderly and regular stacks.
- H. No combustible material shall be stored outdoors within 10 feet of a building or structure.

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6.10 LIGHTING

- A. Adequate illumination which is suitable to provide a reasonably safe environment shall be provided.
- B. Where the quality of lighting cannot be obtained by general lighting methods, supplementary lighting shall be provided; all possible precautions should be taken to prevent electrical shock to the user.

6.11 WEATHER

Special precaution shall be taken in weather that is rainy, icy, or excessively hot. Proper clothing must be worn by workers and proper driving techniques must be followed.

6.12 RULES OF SAFETY

Every employee is responsible for notifying maintenance of any safety issues they become aware of.

A. Office Safety

- 1. Pencil sharpeners shall not be installed where they might be striking hazards.
- 2. Electric cords on machines and desk lamps must be kept in good repair. Cords are to be replaced when outer insulation is broken.
- 3. All fans shall be equipped with suitable guards. Fans shall not be placed where they might be struck.
- 4. Thumbtacks and other sharp objects should be kept in containers, not loose in desk drawers.
- 5. Individual upright shelves, lockers, and cabinets will be fastened to floor or walls, if the possibility of overturning exists. Where there are two or more, they will be fastened together.
- 6. Not more than one drawer of a file cabinet may be open at one time. Drawers should not be left open when not in use.
- 7. When it is necessary to store material on top of lockers or file cabinets, due regard must be given to the weight, shape, and stability of the material.
- 8. Have defective chairs repaired or replaced promptly.
- 9. Do not tilt back in straight chairs.
- 10. Extreme care must be exercised when cleaning glass used for desk tops.
- 11. Use knives, razor blades, scissors, or shears with care. Cutting edged instruments will be sheathed when not in use.
- 12. Paper cutters shall be equipped with a safety bar. Blade spring tension will be adjusted so that the blade will not fall of its own weight.
- 13. Desks shall be arranged so that electrical and telephone outlets and leads are not tripping hazards.
- 14. Splintered or jagged edges, or other defects found on office furniture will be promptly repaired or the equipment replaced.
- 15. Spindle (spike) files should not be used.
- 16. Before using office machines, be sure they are properly located and not in danger of falling.
- 17. Never clean or lubricate electrical appliances when they are in operation. When cleaning electrical appliances which are controlled by a switch on the machine, be sure the switch is turned off and the plug removed.
- 18. Protection should be provided against moving parts on power driven office equipment.

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- B. Flexible Electric Cords
 - 1. Flexible cords shall be maintained in good repair and must bear the Underwriters Laboratory (UL) label. Do not use cords that are frayed or damaged.
 - 2. Flexible cords should be limited to temporary use, and never cross traveled pathways, unless suitably protected to avoid damage and the creation of tripping hazards.
 - 3. Under no circumstances shall any flexible cord or electrical cord be spliced, except by qualified personnel.
 - 4. Never tack cords to the walls, etc., and keep cords away from pinch points and hot or wet surfaces. Never string cords across the ceiling, over pipes or near sinks, and never place cords and plugs under physical stress or tension.
- C. Copy Machines

All copiers should be located in an area with adequate ventilation.
- D. Road and Bridge

Every employee should be constantly watching for hazards along the roadway. If one is noted, prompt action should be taken to remove it or to notify your supervisor.
- E. Equipment and Machinery

All equipment and machinery operators will follow operator's manual and safety recommendations.

6.13 FIRE PREVENTION

- A. Oily rags, waste, etc., shall be placed in metal cans with covers and emptied frequently.
- B. Precautions against fire and explosions shall be used where flammables with a low flash point are used or stored. Some commonly hazardous liquids are paint, gasoline, paint thinners and solvents.
- C. Clean up flammable liquid spills immediately.
- D. Approved safety cans should be used in transporting and storing flammable liquids.
- E. Containers of flammable liquids shall be secured in vehicles before transporting.
- F. All buildings, especially shops and garages, shall be properly equipped with fire extinguishers.
- G. All fire extinguishers shall be visually inspected yearly. They shall be serviced every year or after any of the following acts or conditions:
 - 1. When found necessary in an inspection.
 - 2. When the extinguisher is used or emptied.
 - 3. When there is evidence of tampering.
 - 4. When there is physical damage or corrosion.
 - 5. When it has been exposed to any abnormal temperature, corrosive atmosphere or materials or leading, etc.
- H. A record of inspection shall be kept by the maintenance department and a tag attached to each extinguisher.
- I. One individual shall be appointed to perform inspections and see that extinguishers are serviced and maintain records.
- J. The size, type and quantity of extinguishers installed shall conform to local, state and federal safety and health standards.

6.14 REASON FOR RULES

As your employer, Burnet County is concerned for your safety. As an employee, safety is YOUR responsibility.

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6.15 SEAT BELT POLICY

Burnet County recognizes that seat belts are extremely effective in preventing injuries and loss of life. It is estimated that seat belts reduce the risk of dying in a motor vehicle crash by 45 percent in a car and by as much as 60 percent in a truck or SUV.

Burnet County values the lives and safety of our employees and wants to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees of Burnet County must wear seat belts when operating a county owned vehicle, or any vehicle on county premises, or on county business. All passengers who occupy the vehicle at any time and for any purpose, whether business or personal, are required to use seat belts at all times the vehicle is in motion.

The use of seat belts is to be considered a condition of employment with Burnet County. Failure to abide by this stated policy will be considered a breach of that condition of employment and subject the person in violation to disciplinary action, including suspension and possible termination.

6.16 TOBACCO FREE WORKPLACE

Burnet County endeavors to provide a healthy environment. Therefore, any form of tobacco consumed in county buildings and/or county owned vehicles is strictly prohibited. Additionally, no smoking is allowed within twenty-five (25) feet of exterior entrances. Because of the relative novelty of the technology and the possible relationship to tobacco laws and medical drug policies, electronic cigarette legislation and public health investigations are currently pending in many counties. Current regulations vary widely, from regions with no regulations to others banning the devices entirely. In keeping with efforts to provide a healthy environment, Burnet County prohibits the use of electronic cigarettes in county buildings.

7.00 – USE OF COUNTY PROPERTY

7.01 GENERAL POLICY

Burnet County attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all municipal, county, and state regulations.

7.02 USE OF TOOLS, EQUIPMENT, PROPERTY AND VEHICLES

Employees who are assigned tools or equipment or vehicles by their departments are responsible for them and for their proper use and maintenance.

All county property shall be returned upon termination of employment.

No personal use of any county property, money, materials, supplies, tools, equipment or vehicles is permitted. Violations may result in discharge and possible prosecution.

The use of personal property in the course and scope of employment is at the employee's own risk for loss or damage. Reasonable measures will be taken to safeguard your personal belongings; however, Burnet County assumes no liability for personal property brought into the workplace. Any employee who brings personal property into the workplace assumes the full risk for it should it be lost, stolen, or damaged.

7.03 VALID DRIVER'S LICENSE

All elected officials/employees driving a County-owned vehicle must have a valid Texas Driver's License with a classification which allows for operation of the assigned vehicle(s). If during the course of employment an elected official/employee loses his/her driver's license due to suspension or non-renewal, the elected official/employee shall immediately notify his/her department head/elected official. It shall be the elected official/department head's responsibility to ensure that each of their employees possess a valid Texas Driver's License with the proper classification to operate the employee's assigned vehicle(s). Improper use of a County vehicle shall be subject to disciplinary action. If any employee is excluded from the County's liability insurance coverage due to their driving record, they will become ineligible to drive a County vehicle. An occupational driver's license is not considered a valid driver's license under this section.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.

Burnet County may check employee driving records, at the county's discretion, for all employees who drive for Burnet County business reasons. This includes driving a county owned vehicle or their own car for Burnet County business. Employees who drive for the county must furnish the county with their driver's license number.

7.04 ACCIDENT REPORTING

Any employee operating county equipment or vehicles must report all equipment or vehicular accidents and property damage or liability claims to his/her supervisor and the proper law enforcement agency immediately.

Each vehicular accident, no matter how minor, must be reported to the county in order that an accident report can be filed. Reports should be made to the County Auditor's office. Failure to report accidents may lead to disciplinary action up to and including termination.

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Following all accidents, all drivers will be tested in accordance with our Drug and Alcohol Policy. CDL drivers must follow DOT regulations.

7.05 COUNTY TELEPHONES

No personal long distance telephone calls shall be charged to any county telephones. Personal long distance calls shall be charged to credit cards, charges reversed, or charges made to a third number. Personal calls shall be kept to a minimum.

Effective 10/01/2019, Burnet County will not reimburse employees for use of a personal cellular device. Where job needs demand immediate access to an employee, the county may issue a county-owned cellular telephone to an employee for work-related communications. These phones are intended to be used for business purposes and no personal calls are allowed. If personal cellular calls are made which result in a charge to the county, the employee will reimburse the county within 10 days after notification from the Auditor's Office. Burnet County employees to whom cell phones are issued may be required to keep location services enabled. Abuse of county issued cellular phones can result in disciplinary actions, up to and including termination.

7.06 COUNTY VEHICLE USAGES – GENERAL GUIDELINES

All vehicles must be parked at a county facility at the end of each working day unless prior authorization has been granted by their elected official or department head.

Vehicles may be used only for work-related duties and, if authorized, to drive to and from work. Vehicles may be used for no other purpose, except in an emergency, or for trips completely incidental to County employment while driving to and from a County-related job site.

If an elected official/employee uses a County vehicle to commute to and from their primary residence, the fringe benefit use of said vehicle may be included as taxable income of the elected official/employee in accordance with Internal Revenue Commuting Valuation Rules. Marked vehicles used by law enforcement officers used to commute to and from work are considered as qualified non-personal vehicles and the use of such vehicles is not considered taxable income. Unmarked vehicles used by law enforcement officers are also considered as qualified non-personal vehicles and the use of the vehicles by such personnel to commute to and from work is not considered as taxable income. The term "law enforcement officer" means an individual who is employed on either a full-time or part-time basis by a governmental unit that is responsible for the prevention or investigation of crime involving injury to persons or property (including apprehension or detention of persons for such crime), who is authorized by law to carry firearms, execute search warrants, and to make arrests (other than merely a citizen's arrest), and who regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work). Use of either a marked or unmarked vehicle by a person who is not a law enforcement officer would be considered as taxable income.

Only County elected officials/employees, duly commissioned reserve officers authorized by the County Sheriff or Constable, or officers assigned to special operations and/or task force units approved by Commissioners' Court, are authorized to drive a County vehicle. A list of duly commissioned reserve officers authorized by the County Sheriff or Constable to drive a County vehicle shall be maintained by the respective department head/elected official and a copy kept by the Human Resources Office.

A. Personal Use

1. At no time may a County vehicle be used for personal gain, personal business, to drive to a place of secondary or part-time employment not related to County business, or for any other non-County-related use.

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2. Law Enforcement vehicles may be used for special events provided the County is reimbursed at a rate approved annually by Commissioners' Court.
3. County vehicles may not be used as tow vehicles, unless it is for official County business.
- B. Allowed passengers in County vehicles are: a) anyone in the care and custody of a law enforcement official; b) County employees; c) a non-employee on County-related business; and d) any person in need of transport due to an emergency.
- C. In the event of an accident involving a County owned vehicle being used by County elected official/employee for personal reasons, the County elected official/employee will be fully liable for all damage and/or injuries sustained to all parties in the accident.
- D. All drivers of County-owned vehicles, and those using their personal vehicles on County business, shall comply with all applicable State and local laws. It will be the responsibility of the driver to pay any fines imposed for not complying with such laws.
- E. Federal Law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL. Burnet County expressly prohibits anyone operating a County owned vehicle from texting with penalties, up to and including loss of employment.

The Commissioners' Court may grant a vehicle allowance to any elected official/employee deemed appropriate. The vehicle allowance will be paid monthly on the elected official/employee's paycheck as a Taxable Fringe Benefit as designated by IRS Fringe Benefit Guidelines.

7.07 UNIFORM POLICY

If a Burnet County employee receives a county uniform, Burnet County will comply with IFS regulations in determining if the benefit is taxable to the employee.

7.08 USE OF COUNTY CASH FUND

According to LGC Sec. 130.902 (c), a change fund may not be used to make loans or advances or to cash checks or warrants of any kind.

Therefore, no checks will be cashed for any reason from any county change drawer.

7.09 USE OF SIGNATURE STAMP

A signature stamp is used when an elected official or department head authorizes an employee to use the stamp on behalf of the person in authority. An employee who receives permission to use a signature stamp on behalf of a person in authority must account for the proper usage of the instrument. To this end, Burnet County requires the employee to personally sign or initial underneath a stamped signature to identify who placed it there. The employee will become the primary contact in case a document has been erroneously stamped. In case of a mistake, the person who stamped the document will be held accountable. Use the signature stamp on the proper documents and only after the person whose signature is on the stamp and has given permission for its use.

Do not use signature stamps on documents that require a personal review or assessment from the individual whose name is on the stamp. Improper use may result in legal ramification and/or disciplinary steps up to and including termination.

8.00 – DISCIPLINE

8.01 DISCIPLINE

All elected officials are strongly recommended and all department heads, supervisors and anyone responsible for hiring/firing and supervising employees are required to attend an annual HR Seminar provided by the County or by another professional organization.

Each department head shall have the authority to take disciplinary action against an employee when, for whatever reason, the department head feels that such action is necessary to ensure the effective operation of the department or to protect the interest of Burnet County. While all county employees are at-will employees and may be terminated at any time, a department head may choose to take other disciplinary action, depending on the nature and severity of the problem, prior to considering termination of employment. Examples of the disciplinary steps that may be taken include:

1. Oral Warnings; Prepare written account of “oral warning” and file in Personnel file.
2. Written Reprimand
3. Reduction in Pay
4. Suspension with Pay
5. Suspension without Pay; or deduction from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules or violation of safety rules.
6. Demotion
7. Termination

While it would not be possible to list every situation for which disciplinary action would be taken, the following is a brief list of some of those situations for which disciplinary steps would normally be used.

- Insubordination;
- Absence without leave, including failure to notify a supervisor of sick leave and repeated tardiness or early departure;
- Endangering the safety of other persons through negligent or willful acts;
- Intoxication or drug use while on duty;
- Unauthorized use of public funds or property;
- Violation of the requirements of these personnel policies;
- Conviction of a felony;
- Falsification of documents or records;
- Unauthorized use of official information or unauthorized disclosure of confidential information;
- Unauthorized or abusive use of official authority;
- Incompetence or neglect of duty; or
- Disruptive behavior which impairs the performance of others.

9.00 – SEPARATIONS

9.01 RESIGNATION

An employee who intends to resign is encouraged to notify his/her supervisor in writing at least two weeks prior to the last day of work.

9.02 RETIREMENT

The same notice requirements for resignation apply in the case of retirement. Retirement information may be obtained in the Human Resources Office or at www.tcdrs.org.

9.03 REDUCTION IN FORCE

An employee may be separated when his/her position is abolished or when there is either a lack of funds or lack of work.

When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, and (3) qualifications of the employee for remaining positions.

9.04 TERMINATION

Burnet County is an “at will” employer, which means that Burnet County can terminate the employment relationship at any time, with or without prior notice, and for any reason not prohibited by statute.

9.05 DISABILITY

Burnet County adheres to the Americans with Disabilities Amendments Act of 2008, or the ADAAA.

9.06 DEATH

If a county employee dies, his/her estate receives all earned pay and any accrued and payable benefits.

9.07 TERMINATION PAY

Upon separation from county employment, employees will receive their final paycheck on the next regularly scheduled payday after their last day of work or HR receives notification of separation, whichever is later.

Upon separation from county employment, employees will be paid for all unpaid compensatory time on the books.

Upon separation from county employment, employees who have completed one year of continuous service to Burnet County will be paid for accrued and unused vacation leave up to a maximum of 80 hours. In the event of an employee resignation, payment of vacation leave is contingent upon two weeks’ notice and the completions of all scheduled work days in the notice period, unless prior approval is received from the Department Head.

No compensation will be paid upon separation for sick leave, personal leave, or holiday leave still carried on the books.

9.08 EXIT INTERVIEW

All employees terminating from Burnet County are encouraged to complete an Exit Interview with the Human Resources Office.

10.00 – PERSONNEL FILES

10.01 GENERAL

Official personnel files are maintained by the Human Resources Office. The record copy of all personnel information related to an employee shall be filed in the employee's personnel file.

Information in an employee's personnel file must be disclosed upon request unless specific items are accepted from disclosure by law. No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the employee's department head or designated personnel in the Human Resources Office.

Employees are expected to inform the Human Resources Office of any changes in or corrections to information recorded in their individual personnel file, such as home address, telephone number, person to be notified in case of an emergency, or other pertinent information.

10.02 LEAVE RECORDS

Official records of vacation, sick, holiday, personal leave, and compensatory time accrual and usage will be kept for each employee by the Human Resources Office. Leave records will be reconciled and updated after the close of each payroll, with accruals being posted at the end of each month. Leave balances are shown on the official record to reflect any remaining time to which an employee is entitled.

11.00 – TRAVEL EXPENSES

11.01 ELIGIBILITY

Any employee of Burnet County required to travel in the performance of county business shall be reimbursed as provided for in these policies. Such travel shall be at the discretion of the department head. Use of county vehicles is encouraged whenever possible. Once an employee has given notice of resignation, they do not qualify for reimbursements to attend schools, conferences or any other non-required travel.

11.02 TRANSPORTATION COST

An employee using a private motor vehicle for transportation shall be reimbursed at the rate per mile allowable by IRS guidelines for actual mileage traveled using the shortest route to and from his/her destination.

When two or more employees travel in the same vehicle, only one may claim mileage reimbursement. This provision, however, shall not preclude any employee from receiving reimbursement for other eligible expenses incurred.

When an employee or elected official uses another mode of transportation, such as a bus, air or train, reimbursement shall be for the actual cost of the transportation. A ticket receipt must accompany the expense report. Employees and elected officials shall not be reimbursed for use of a rental car except where the cost of other transportation would exceed the cost of a rental car or is not available.

11.03 LODGING COST

Burnet County will pay for accommodations up to the single room rate unless two or more County employees enrolled in the conference are sharing a room.

Burnet County will pay for the prior night of lodging accordingly:

Miles	Training Start Time
60 – 120	at or before 10:30 a.m.
121 – 240	at or before Noon (12:00 p.m.)
241 – 360	at or before 3:00 p.m.
361 – 480	at or before 6:00 p.m.

If an employee travels more than 480 miles, Burnet County will pay for the prior night regardless of the training start time.

11.04 MEALS

Employees or elected officials traveling outside the county may receive a per diem not to exceed \$50.00 per day for meals, providing they are traveling overnight on official business.

Any amount in excess of the IRS per diem rate will be considered a taxable fringe benefit. Breakfast will be paid for if you travel before 6:30 a.m. Lunch will be paid for if you travel before 10:30 a.m. Dinner will be paid for if you travel after 7:00 p.m. Amounts for each meal would be as follows: Breakfast - \$10.00, Lunch - \$15.00, and Evening - \$25.00.

The employee has the option of presenting receipts not to exceed \$50.00.

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Employees that travel without an overnight stay must present receipts for reimbursement to be reimbursed on the employee's next paycheck. Amounts for each meal are as follows: breakfast may be reimbursed at \$10.00, lunch at \$15.00, and dinner at \$25.00. These meals are taxable as wages to the employee because travel must be away from home overnight to be excludable.

Burnet County will not reimburse for the following items:

- a. Alcoholic beverages;
- b. Optional Meals added as part of event registration;
- c. Guests' meals;
- d. Meals supplied by event sponsors (excluding breakfast).

Burnet County credit cards MAY NOT be used for payment of out-of-town conference/training meals.

11.05 INCIDENTAL EXPENSES

Employees or elected officials shall be reimbursed for the actual cost of the following incidental expenses incurred during official travel:

- Meals not to exceed Per Diem
- Standard Parking fees
- Bus fares
- Toll charges
- Gratuities
- Registration Fees
- Hotel/Motel
- Automobile Rental
- Registration
- Transportation Costs
- Airplane Travel
- Taxi Service

Receipts for these expenses shall be attached to the expense report for reimbursement.

Employees or elected officials shall not be reimbursed for expenditures incurred for the sole benefit of the traveler such as valet service, entertainment, movie rentals, etc. Other expenditures not reimbursable include:

- a. Traffic fines for parking or speeding violations
- b. Lost or stolen cash or other personal property
- c. Repairs to personal vehicles used for County travel
- d. Cancellation fees for unreasonable failure to cancel hotel or transportation reservations
- e. Spouse or family member expenditures
- f. Commuting costs between home and the office
- g. Laundry services

11.06 EXPENSE REPORT

All elected officials and employees filing an expense report shall do so within 30 days after the last date of travel. The expense report must be properly filled out, accompanied by the pertinent receipts, and signed by the department head. Reports are to be filed with the Auditor's Office.

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11.07 TRAVEL EXPENSE ADVANCES

In order to receive an advance on travel expenses, a Request for Advance Travel Expenses form covering hotel fees, meals, known parking fees, rental car fees, etc., must be submitted to the County Auditor's Office at least two weeks prior to departure. Upon return to Burnet County, a Travel Expense Report form must be completed and submitted to the County Auditor's Office. Any refund due the county will be paid to the County Treasurer's Office.

11.08 OUT-OF-STATE TRAVEL

All out-of-state (with exception of emergencies) travel must be approved in advance by Commissioners' Court.

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 and serve a public purpose.

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.

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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. Approved CC 1/9/23

12.00 – INTERNET, EMAIL

Email and internet are common tools for today's workplace. Faster communication and increased productivity results from this access to greater resources. However, such tools can be misused and cause harm. These policies are designed to avoid such issues and to promote an efficient workplace.

12.01 PROPERTY

Burnet County provides internet access to its employees for the sole purpose of conducting county business. Any and all messages, documents, emails, or work created or received on the county's email system is the property of Burnet County. All such property is subject to review by county officials without employee notice at any time. All such property is subject to disclosure to the Burnet County Attorney and/or the Burnet County Judge if part of an internal investigation.

12.02 PERSONAL USE AND PRIVACY ISSUES

A reasonable but limited amount of personal use of the county provided access and email system is allowed by county employees according to the direction of the Department Head or Elected Official. However, such use must not interfere with employee productivity (inside the department or in any other department), must not negatively affect the efficiency of the county's network, and must adhere to all Technology policies. Should an employee use the county's network resources for personal use, such information shall become the property of Burnet County. **Employees should not expect such information to be private in any manner, including personal communications when using county network resources.**

Any and all communications or documents placed on the county internet/email systems (whether related to county business or otherwise) must be appropriate at all times. No personal beliefs, mottos, religious references, or humorous references are allowed. Email signatures, regardless of origin (county address or otherwise) used on correspondence created or saved onto the county network must not contain such information.

All county email addresses may be monitored. Any communication made on the county email/internet systems, personal in nature or related to county business may be monitored. Monitoring will occur only at the written request of the Department Head or Elected Official of the employee(s) in their department; or, at the written direction of the Burnet County Judge and/or Burnet County Attorney if part of an internal investigation. Elected Officials or Department Heads may only require monitoring of employees under their direct supervision. Any violation of these policies reported to the Technology Department will be directed to the appropriate Department Head or Elected Official for potential investigation. Should the alleged violator be a Department Head or Elected Official, the Technology Director shall notify the Burnet County Judge and/or the Burnet County Attorney.

County email accounts and/or online county business accounts may not be forwarded or tied to any personal email accounts at any time. All user names, passwords, or other login information of any online account used for county business must be documented and provided to the Department Head or Elected Official of that department.

12.03 PUBLIC RECORDS

Email pertaining to county business is subject to the Public Information Act. Information viewed as confidential should not be discussed in an email unless it relates to a legal matter and confidentiality privileges apply. Conducting county business on personal devices may subject the device to the Public Information Act.

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Regarding Public Information Act, the Technology Department may provide the public with forms online to make records requests. Such requests must identify the specific department from which the requestor desires information and be sent to that department. The County Attorney shall be available to assist any Department Head and/or Elected Official in legal advice regarding Public Information requests.

12.04 NETWORK ACCESS AND TECHNICAL SUPPORT

Technical support is provided by the Technology Department which shall include configuration of network access, email setup and installation and support of approved software and hardware. The Technology Department will provide troubleshooting of issues arising from normal business operations on county owned equipment.

Safety of the county network can be compromised due to unauthorized activities possibly bringing the entire network system down. The costs and/or repairs resulting from the misuse of County equipment, including the county network system, will be reported to the County Judge and/or County Attorney for review. The possibility of seeking reimbursement from the offending county department may occur.

Electronic devices may not be added to the County network without prior written approval of the Technology Department. Should a request be denied, the matter may be reviewed by the elected official in charge of the department, the Burnet County Judge.

Use and installation of personal hardware or software for county business (including but not limited to laptops, pad's, cell phone chargers and applications, mp3 players, etc.) on county equipment or county network must be approved by the Technology Coordinator. Approved equipment must be verified to have adequate virus protection and compatible configuration prior to connection on the county network.

12.05 BANDWIDTH USAGE

Bandwidth is limited to a fixed amount supplied to the county by the internet service provider. Following examples reduce bandwidth availability which results in slower network speeds:

- Viewing online videos
- Listening to internet radio
- Downloading music or videos

12.06 NETWORK AND WORKSTATION MONITORING

Bandwidth usage and network activity will be monitored at any time by the Technology Department for troubleshooting purposes and to monitor network efficiencies. Any concerns arising from this action will be addressed with the appropriate Elected Official(s) or Department Head(s). Any Elected Official and/or Department Head may request a review of any computer in their department to insure proper usage. The request must be done in writing before any monitoring occurs.

Upon request, the Technology Director may be able to report on the websites visited on the requested computer, date and time of activity, and attempts to access prohibited sites.

NOTICE: Be advised that many websites will place unauthorized "markers" on a computer even if not directly opened.

12.07 ACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES:

- Conducting county business;
- Research for county business;
- Information gathering for county business;
- Limited work related social media and video use as authorized by Elected Official or Department Head.

In the event a blocked website is needed for county business purposes such as official investigations, training or webinars, such access must be requested in writing by a Department Head and/or Elected Official. Request must provide the name of the employee involved, the IP address of the computer to be used (if known), and the sites to be accessed along with a range of dates for this use.

12.08 UNACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES

- Accessing, sending, or forwarding email that violates county policy or is not county business;
- Engaging in an activity that is fraudulent, illegal, or malicious;
- Accessing, sending, forwarding, receiving or storing anything offensive, obscene, or defamatory or that tends to interfere with the productivity of other employees;
- Sending email that is considered to be harassing to the recipient or to any person who may be discussed within the email;
- Using email or county equipment for personal gain;
- Streaming audio or video websites, including YouTube and internet radio sites for non-work related purposes;
- On-line personal shopping;
- On-line gaming or gambling;
- Instant messaging for other than work related communications.

Violation of acceptable use will be reported to the user's Department Head or Elected Official which may subject the offender to disciplinary action up to and including possible termination. Repeated violations of acceptable use policy by an employee may lead to permanent loss of access which could affect that person's ability to fulfill their job requirement.

12.09 DOWNLOADING INFORMATION/COPYRIGHT

Downloading software without approval from the Technology Department is prohibited. Most software is subject to federal copyright laws in the same manner that written and recorded copyrighted material is protected. Information found on the internet does not give one the right to its use for free, or for unlimited purposes. The exception is information that contains a disclaimer to provide that right.

In general, internet users are allowed one download of copyrighted material for personal use. Any further downloading or use of copyrighted material without the permission of the copyright owner may lead to legal action. Downloading files and/or software from unauthorized sites may lead to spyware or viruses being installed on workstations and infecting the network.

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12.10 DOCUMENT RETENTION

Email and electronic documents should be deleted from computers as soon as it is no longer needed or required to be kept. Email messages are simply electronic documents and should be considered no different than any other written county correspondence. It is the content and function of an email message that determines the retention period for the message.

The State of Texas has guidelines for all documentation. Examples:

Administrative Correspondence – 3 years

General Correspondence – 1 year

Transitory Information – After purpose of record has been fulfilled.

For more information regarding State retention policies, visit the TSLAC website.

<http://www.tsl.texas.gov/slrmlgschedules/index.html>

If the information must be stored for an extended period, it should be moved to disk or other external storage system. Contact the IT Director to assist with needed back up plans, futures, and best system of back up.

12.11 PASSWORD

Each user should have a unique logon name and password for any county owned technology device that uses the internet and email. Passwords should be changed periodically. It is vital to keep logon names and passwords confidential to all except to an employee's supervisor(s). ******Please note that the use of passwords does not give any expectation of privacy.***

12.12 VIOLATIONS OF TECHNOLOGY POLICY

Any violation(s) of the Burnet County technology policies will be immediately reported to the violator's Department Head and/or Elected Official. Depending on level of violation, disciplinary action, including but not limited to termination or employment, may result. A third violation of a technology policy by an employee may result in a recommendation from the Technology Department to block all internet use for said employee.

12.13 EQUIPMENT SPECIFICATIONS AND MINIMUM SYSTEM CONFIGURATION

All technology equipment purchased with county funds, grants or other special funds, and requiring approval by Commissioners' Court will be pre-approved by the Technology Director when necessary to verify compatibility prior to presenting to the court.

All computers on the network must meet current minimum system requirements at all times. These requirements will be reviewed annually by the Technology Director and reported to Commissioners' Court.

12.14 REQUESTS FOR TECHNICAL SERVICE

Technical support requests should be made *in writing* and may be emailed to support@burnetcountytexas.org or submitted through the Burnet County Communication Client icon. Contact the Technology Department for more information.

12.15 REMOTE ACCESS TO COUNTY DATA

Access to County information needed by Department Heads, Elected Officials, or their staff while away from county offices must be requested in writing. Please include employee name, data access needed, time frame and reason for remote access. Note: Department Head or Elected Official is responsible for monitoring hourly employee's time properly while working offsite.

12.16 COUNTY AND DEPARTMENT WEBSITES

The Technology Department manages the County's website. Department Heads and/or Elected Officials are responsible for maintaining their individual department pages. Technology staff will provide training and assistance as needed. Individual web pages must follow the same template for all departments in order to provide a uniform appearance of county website. Reviews of the county website will be done monthly by technology staff. Department Heads or Elected Officials will be notified if web pages for their department(s) appear to be outdated.

12.17 COURTS AND JUSTICE MANAGEMENT

Burnet County uses a countywide case management system that enables information to flow from an arrest to the disposition of a court case.

To ensure permissions to be granted to case management information are properly documented and assigned, rights and roles assignments must be requested in writing to include the Technology Department and the Elected Official who is statutory custodian of requested records.

The following are the statutory custodians of county records:

- County Clerk for County Court at Law and County Court data
- County Attorney for County Prosecutor data
- District Clerk for District Court and County Court at Law data
- District Attorney for District Prosecutor data
- Sheriff's Office for Law Enforcement and Jail data
- JP offices for each Justice of the Peace precinct's data

12.18 STATE MANDATED ANNUAL CYBERSECURITY TRAINING

Texas [House Bill 3834](#), effective June 14, 2019, requires all elected officials and most local government employees to complete an annual cybersecurity training program that has been certified by the [Texas Department of Information Resources \(DIR\)](#). Employees will be provided with the necessary link and login information to complete this annual training. Access to any Burnet County network or system (including, but not limited to, Odyssey, Time Clock, Incode) will be suspended for any employee who has not completed training by the stated deadline.

12.19 SOCIAL MEDIA DEVICES AND SERVICES PROHIBITED ON COUNTY DEVICES

Burnet County prohibits the installation or use of the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or a social media application or service specified by proclamation of the governor on any device owned or leased by Burnet County and requires the removal of covered applications from those devices.

The installation and use of a covered application may be acceptable to the extent necessary for providing law enforcement, or developing or implementing information security measures. In order for the installation to be approved, Burnet County must require the use of the measures to mitigate risks posed to this state during the use of the covered application, and the documentation of those measures.

13.00 – BURNET COUNTY FRAUD POLICY

13.01 BACKGROUND

The County fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against Burnet County. It is the intent of the County to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

13.02 SCOPE OF POLICY

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other related parties with a business relationship with Burnet County.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the County.

13.03 POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of management will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the County Attorney, who coordinates all investigations both internal and external.

13.04 ACTIONS CONSTITUTING FRAUD

The terms defalcation, misappropriation, and other fiscal wrongdoings refer to, but are not limited to:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document or account belonging to the County;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Profiteering as a result of insider knowledge of County activities;
- Disclosing confidential and proprietary information to outside parties;
- Disclosing to other persons securities activities engaged in or contemplated by the County;
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the County. Exception: Gifts less than \$20 in value;
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related inappropriate conduct.

13.05 OTHER INAPPROPRIATE CONDUCT

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management.

If there is any question as to whether an action constitutes fraud, contact the County Attorney for guidance.

13.06 INVESTIGATION RESPONSIBILITIES

The County Attorney has the primary responsibility for the initial investigation of all suspected fraudulent acts as defined in the policy. Decisions to prosecute or refer to examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made by the County Attorney, who shall report said findings and conclusions to the Commissioners' Court.

13.07 CONFIDENTIALITY

Burnet County treats all information received *confidentially*. Any employee who suspects dishonest or fraudulent activity will notify the County Attorney immediately, and *should not attempt to personally conduct investigations or interview/interrogations* related to any suspected fraudulent act (see REPORTING PROCEDURE section below). Investigations *will not be disclosed or discussed* with anyone other than those who have legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the County from potential civil liability.

13.08 AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the Investigation Unit will have:

1. Free and unrestricted access to all County records and premises, whether owned or rented;
AND
2. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

13.09 REPORTING PROCEDURES

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. An employee who discovers or suspects fraudulent activity will *contact the County Attorney immediately*. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the County Attorney.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with *anyone*, unless specifically asked to do so by the County Attorney.

13.10 TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the department head. The County Attorney does not have authority to terminate an employee. The decision to terminate an employee is made by the employee's management.

13.11 ADMINISTRATION

The Commissioners' Court is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

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EXHIBIT A: HARASSMENT REPORT COMPLAINT FORM

Harassment is defined as any employee's visual, physical or verbal conduct toward another employee that interferes with the employee's working environment and job duties.

Burnet County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, race, color, religion, national origin, age, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of; the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Burnet County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business. All harassment should be reported immediately.

COMPLAINANTS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

ALLEGED HARASSERS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

Complainant, describe the harassment in precise terms. Verbal harassment requires the entire conversation, verbatim (attach additional page if needed) _____

Complainant, if physical harassment is involved describe the conduct with specificity. Include the physical circumstances of the alleged harassment, the date, time, location and names of witnesses, if any (attach additional page if needed): _____

Has the harassment ever happened before? _____

If so, when? _____

Where? _____

Was the incident reported to authorized personnel (include name of authorized personnel): _____

Describe the effects of the harassment. _____

Was medical personnel contacted (include name of medical personnel): _____

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EXHIBIT B: ALOCHOL AND DRUG TESTING FOR REASONABLE CAUSE

Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor, will require that employee to submit to a breath test, urinalysis and/or blood test. The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):

- | | |
|---|--|
| <ul style="list-style-type: none">• Abnormally dilated or constricted pupils• Glazed stare – redness of eyes (sclera)• Flushed face• Change of speech (i.e. faster, slower, slurred)• Constant sniffing• Increased or unexplained absences• Redness under the nose• Sudden weight loss• Needle marks• Change in personality (i.e. paranoia, anger) | <ul style="list-style-type: none">• Increased appetite for sweets• Forgetfulness – performance altering – poor concentration• Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for more money• Constant fatigue• Hyperactivity• Smell of alcohol• Difficulty walking or standing• Dulled mental processes• Slowed reaction rate |
|---|--|

BURNET COUNTY SUPERVISOR, state objective facts giving rise to the belief that the employee is under the influence of alcohol or a controlled substance: _____

EMPLOYEE'S NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

BURNET COUNTY EMPLOYEE is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of Burnet County policy. Refusal to consent to a drug test when requested may result in immediate termination.

I understand and agree that the test(s) I am about to receive include(s) a test for alcohol, illegal drugs, and/or controlled substances.

I hereby give my consent to Burnet County to perform these tests. I understand that if I decline to sign this consent form and thereby decline to take the tests that my refusal may result in immediate termination.

Employee's Signature

Date

Supervisor's Signature if employee refuses to sign

Date

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EXHIBIT C: BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES

**EXHIBIT D:
BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES**

11/16/2018
1:31:44 PM

Select Company Burnet County Texas 1

ID Number

CLOCK IN **CLOCK OUT**

LEAVE ON BREAK RETURN FROM BREAK

LOG ON TO DASHBOARD

TO CLOCK IN AND OUT

- Go to Time Clock Plus (<https://time.burnetcountytexas.org/app/webclock/#/EmployeeLogOn>)
- Enter 4 digit Employee ID Number
- To Clock In – Click on “Clock In”
- To Clock Out – Click on “Clock Out”
- Enter 4 digit PIN (Last 4 of your Social Security Number)
- Click on “Log On”
- You should receive a confirmation that you were Clocked In or Clocked Out
- If you forget or are unable to Clock In or Clock Out, contact your Manager.

You may select “Log On To Dashboard” to view your hours and accruals.

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

21.

Meeting Date: 02/13/2024

Subject

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

- a. Travel Net Solutions Agreement for Tourism
 - b. SADA License quote
 - c. Bluebonnet Festival Sponsorship for the \$5,000 level for Tourism
 - d. District Attorney Agreement for the FY 2024 Motor Vehicle Crime Prevention Authority Grant Program for the Heart of Texas Auto Theft Task Force for Sept. 1, 2023 - August 31, 2024
 - e. Pinnacle Consulting Management Group for acquisition services
 - f. Johnson Controls Agreement
 - g. Inter local Agreement with DPS for the Failure to Appear Program (Omni)
-

Attachments

Travel Net

SADA

Bluebonnet festival

Bluebonnet festival 2

District Attorney Agreement

Pinnacle

DPS contract

Johnson Controls



ORDER FORM No. 104858 & 104827

THIS ORDER FORM ("Order Form") by and between TravelNet Solutions, LLC, a Delaware limited liability company, or its affiliate entering into this Order Form ("TNS"), and the individual or entity identified in Section 1 below (collectively with its Affiliates, if any, "Customer"), is made and entered into effective as of October 30, 2023 (the "Effective Date").

THIS ORDER FORM IS SUBJECT TO TNS'S CURRENT MASTER SERVICES AGREEMENT AS OF THE EFFECTIVE DATE (THE "AGREEMENT") AVAILABLE AT WWW.TNSINC.COM/LEGAL AND/OR MADE AVAILABLE TO CUSTOMER IN ANOTHER FORM. IF YOU DO NOT HAVE THE ABILITY TO ACCESS THE AGREEMENT IN THESE MANNERS, PLEASE CONTACT TNS AND YOU WILL BE PROVIDED WITH A COPY OF THE AGREEMENT IN ANY REASONABLY REQUESTED MEDIUM AND AT NO CHARGE. BY SIGNING THIS ORDER FORM, CUSTOMER HEREBY ACKNOWLEDGES ACCESS TO AND AN OPPORTUNITY TO REVIEW THE AGREEMENT AND AGREES TO BE BOUND BY THIS ORDER FORM AND THE AGREEMENT. Capitalized terms not defined herein shall have their respective meanings set forth in the Agreement, if any.

1. Client Information.

Burnet County Tourism
Blair Manning
bmanning@burnetcountytexas.org
220 S. Pierce St
Burnet, Tx 78611

Each of the following is Client's Affiliate: Affiliate Full Legal Name

Notwithstanding anything to the contrary, for the purposes of the Agreement and this Order Form and subject to the other terms and conditions of the Agreement and this Order Form, TNS Booking shall only be accessed and used in connection with Authorized Locations. An "Authorized Location" means an entire resort, lodging or hotel operating at a single location, and with respect to Client shall mean the following locations:

- Authorized Location Address/Description
 - o Callbre Hospitality, LLC DBA Canyon of the Eagles
16942 Ranch Road 2341
Burnet, Tx 78611
 - o Log Country Cove Property Owners' Association Inc
617 Log Country Cove
Burnet, Tx 78611

2. Services. TNS shall provide the following Services to Client in accordance with the then current descriptions available at www.TNSInc.com/Services and/or made available to Client in another form:

1. Notwithstanding the foregoing, if Client requests additional services (i.e. Services not expressly included in this Order Form) and TNS performs such services, the Fees for such services shall be invoiced in arrears at TNS's then current time and materials rates.

3. Services Fees. TNS and Client agree that Fees for the Services shall be paid as invoiced by TNS in accordance with the terms of the Agreement, unless otherwise set forth below. As of the Effective Date, the Services Fees are as follows:

Location: Burnet County Tourism

Product/Service	Discounted Pricing	Fee Start Date	Line Item Total
Diamond Placement Tracking Platform Unlimited Deals & Packages State TakeOver Exclusive Email Blast (2)	\$0.00 USD	November 2, 2023	\$0.00 USD Recurring Fees invoiced quarterly commencing on the applicable Fees start date

Location: Log Country Cove

Product/Service	Discounted Pricing	Fee Start Date	Line Item Total
Diamond Placement Tracking Platform Unlimited Deals & Packages State TakeOver Exclusive Email Blast (2)	\$10,000.00 USD	November 2, 2023	\$2,500.00 USD Recurring Fees invoiced quarterly commencing on the applicable Fees start date

Location: Canyon of the Eagles

Product/Service	Discounted Pricing	Fee Start Date	Line Item Total
Platinum Placement Unlimited Deals & Packages Tracking Platform Exclusive Top List Placement (4 Placements) Premium Meeting Listing Premium Reunion Listing Premium Wedding Listing ShermansTravel Network Blast (2 Blast)	\$8,000.00 USD	October 30, 2023	\$2,000.00 USD Recurring Fees invoiced quarterly commencing on the applicable Fees start date

- Fees for additional services (i.e. Services not expressly included in Section 2 above) that are requested by Client and performed by TNS shall be invoiced in arrears at TNS's then current time and materials rates.

4. Term. The initial Services Period shall commence on the Effective Date and continue for a period of twelve (12) months after the Start Date for the Deliverables as established by TNS's systems. Thereafter, the Services Period shall automatically renew for successive twelve (12) months after periods, unless TNS or Client provides written notice of non-renewal to the other party at least sixty (60) days before the end of the then current Services Period.

3. Additional Services. Fees for additional services (i.e. Services not expressly included in Section 2 above) that are requested by Customer and performed or made available by TNS shall be invoiced in arrears at TNS's then current time and materials rates unless otherwise provided in another Order Form or statement of work signed by TNS or its affiliate.

4. Contacts. TNS's primary contact(s) are set forth below.

TNS's Primary Contact	Frankie Shannon, COO legal@tnsinc.com 651-757-4900
TNS's Support Contact	https://support.tnsinc.com/hc/en-us
TNS's Billing Contact	billingteam@tnsinc.com

5. Miscellaneous. This Order Form shall be incorporated into and become an integral part of the Agreement as of the Effective Date upon signature of an authorized representative of each party. The undersigned hereby represent that they have the authority to bind their respective parties (including, without limitation, Customer and its Affiliates, if any) to the terms of this Order Form and the Agreement.

IN WITNESS WHEREOF, the parties have caused this Order Form to be duly signed as of the Effective Date.

CUSTOMER:
BURNET COUNTY TOURISM

TNS:
TRAVELNET SOLUTIONS, LLC

Signature:

Email: bmanning@burnetcountytexas.org

Signature:

Email: sbernhausen@tnsinc.com



USER INCREASE QUOTE

Quote Number:	Q016237
Quote Date:	5-Feb-2024

Customer Information

Customer:	Burnet County, Texas	
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	\$91.36	10	\$913.60
Service To: 07-SEPT-2024			
Total**			\$913.60
**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	\$913.60

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: WFBUS6
464 California Street
San Francisco, CA 94104
Routing Number: 121042882
Account Name: SADA Systems, Inc.
Account Number: 7757670067

Remittance Address:

SADA Systems LLC (fka SADA Systems Inc.)
5250 Lankershim Blvd., Suite 720
North Hollywood, CA 91601
ATTN: Accounting

By signing this quote or submitting a PO to SADA Systems LLC (fka 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

Signature

Name

Title

Date

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: 1/12/24

NAME OF EVENT: Bluebonnet Festival

NAME OF ORGANIZATION: Burnet Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)

101 N. Pierce St. Suite 1
Burnet, TX 78611

CONTACT PERSON: Allison McKee

LIST NAMES OF BOARD (if applicable):

See attached

DATES OF EVENT:

April 12-14, 2024

PROJECTED ATTENDANCE: 30k

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

Bluebonnet Level (\$5k) - see attached

WHAT IS YOUR ADVERTISING PLAN: Direct Mail, TV, Radio, Print

Ads in Burnett Bulletin, 101 Guide, & Discover Magazine

Ads on local radio stations (KBET, KITY, KVHL, KOKE)

Ad on billboard at Seward Junction. Ad in utility bills.

Social media ads starting in March.

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Seton Highland Lakes, Burnet Bulletin, City of Burnet,

First State Bank, Chevrolet Buick Marble Falls are Bluebonnet level.

Commercial National Bank & Johnson Sewell Ford are blue level.

Vyre Broadband is white level. Ranch Investments - Red level.

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Allison McKee

Print name: Allison McFee

Title: Executive Director

Date: 1/23/24

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****



WE INVITE YOU...

Join us as community partners for the **41st annual Burnet Bluebonnet Festival**, one of the most successful and well-known festivals in Texas. More than 30,000 visitors enjoy 3-days of Burnet activities, bringing an immeasurable financial lift to our local economy.

With gratitude,

The Burnet Bluebonnet Festival Planning Committee



MAGAZINE SPONSOR

2,000 COPIES DISTRIBUTED

- \$750: Full Page Ad
- \$500: 1/2 Page Ad
- \$295: 1/4 Page Ad
- \$195: 1/8 Page Ad

FAMILY FUN NIGHT CARNIVAL SPONSOR (\$750)

- Banner with logo near carnival
- Two designated social media posts
- Logo in magazine section about carnival
- Business mentioned on event website

ACTIVITIES SPONSOR

**INCLUDES MAGAZINE MENTION +
ON-SITE SIGNAGE**

- \$300: Children's Games
- \$300: Pet Parade **SOLD**
- \$300: Weiner Dog Races **SOLD**
- \$100: Race Water Station (2)



**FOOD COURT
\$1,500**

**Exclusive right to naming:
"YOUR NAME FOOD COURT"**

Logo on Food Court Signage

On-Stage Mentions

Designated Social Media Post

Magazine + Brochure Listing

Listing on wayfinding signage



**WHISKEY GARDEN
\$1,000**

**Exclusive right to naming:
"YOUR NAME WHISKEY GARDEN"**

Logo on Whiskey Garden Signage

On-Stage Mentions

Designated Social Media Post

Magazine + Brochure Listing

Listing on wayfinding signage



**JACKSON ST. STAGE
\$2,500**

**Exclusive right to naming:
"YOUR NAME STAGE"**

Banner Along Bottom of Stage

On-Stage Mentions

Designated Social Media Post

Magazine + Brochure Listing

Listing on wayfinding signage

*Thank you for investing in
the Burnet community!*

Make your gift online at BluebonnetFestival.org
or mail to Burnet Chamber of Commerce
101 N. Pierce St. Ste. 1 Burnet TX 78611 or contact
info@burnetchamber.org or 512-756-4297.

Sponsorships help cover the cost to put on the Festival, additional funds generated by the festival fund the Burnet Chamber of Commerce's work in the community throughout the year.

Burnet Bluebonnet Festival

SPONSORSHIP LEVELS

RECOGNITION	BLUEBONNET \$5,000	BLUE \$2,500	WHITE \$1,000	RED \$500
Concert Tickets + Festival T-Shirts	8	6	4	2
Name on Stage Banner	Logo	Text	Text	Text
Magazine Ad	Full Page	1/2 Page	1/4 Page	1/8 Page
Name on Brochure Name on Magazine Name in Thank You Ad Link on Website Magazine Distributor	✓	✓	✓	✓
Name on T-Shirt	✓	✓	✓	✓
On Stage Shout-Out	✓	✓	✓	
Carinval Wristbands	8	6	4	
Booth at Event	Included	Can be purchased		
Logo on Map Banner	✓			
VIP Parking	4			
Recognition in Parade	✓			
Name in all Materials	✓			

Burnet Bluebonnet Festival

SPONSORSHIP / AD SALES CONTRACT

BUSINESS / INDIVIDUAL: _____

PRIMARY CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

DO YOU WANT A VENDOR BOOTH AT THE FESTIVAL? YES / NO (BLUE AND BLUEBONNET LEVELS ONLY)

Booth fee is only included in Bluebonnet-level sponsorship. Blue sponsorship (\$2500) is required to purchase a booth.

Please select one: Same ad as last year / Please create an ad (no cost) / I'll send an ad.

There is no cost for the full color ad design, but please provide a general idea of the type of ad design you prefer.

If you know what size shirts you would like, please list them here. _____

MAGAZINE AD SALES (AD ONLY, NO SPONSORSHIP)

_____ FULL PAGE (8.5" X 11.125") \$750.00

_____ 1/2 PAGE (8.5" X 5") \$500.00

_____ 1/4 PAGE (3.75" X 5") \$295.00

_____ 1/8 PAGE (3.75" X 2.44") \$195.00

FESTIVAL SPONSORSHIPS

___ BLUEBONNET \$5,000.00

___ BLUE \$2,500.00

___ WHITE \$1,000.00

___ RED \$500.00

SPECIFIC SPONSORSHIPS

__ ACTIVITIES (\$300 PER ACTIVITY)

__ 5K/10K WATER STATION (\$100 EACH, 2 AVAILABLE)

__ FOOD COURT (\$1,500) __ WHISKEY GARDEN (\$1,000)

__ JACKSON ST. STAGE (\$2500)

TOTAL DUE: _____

CASH ___ **CHECK** _____

CC: # _____

EXP: _____ **CVV:** _____

◆ THE BURNET CHAMBER OF COMMERCE & VISITORS BUREAU IS A 501(C)(6) NON-PROFIT; #1-74-1231653-5 ◆

JANUARY 31, 2024 AD SALES END

MARCH 1, 2024 ALL PAYMENTS DUE IN FULL

THE UNDERSIGNED AGREES TO PURCHASE THE SPONSORSHIP/AD INDICATED ABOVE

PURCHASER SIGNATURE

DATE



SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 33rd & 424th Judicial Districts which includes Burnet County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 33rd & 424th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

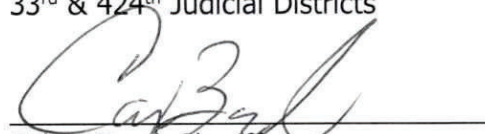
IT IS AGREED AND NOTED.

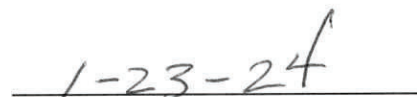
James Oakley, Burnet County Judge
Administrative County of Task Force

Date


Wiley B. "Sonny" McAfee
District Attorney
33rd & 424th Judicial Districts


Date


Calvin Boyd, Sheriff
Burnet County Sheriff's Office


Date


Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office


Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 33rd & 424th Judicial Districts which includes Llano County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 33rd & 424th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

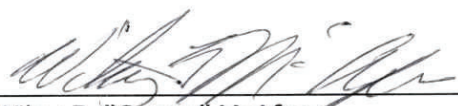
Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

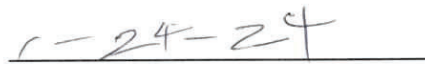
4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

IT IS AGREED AND NOTED.

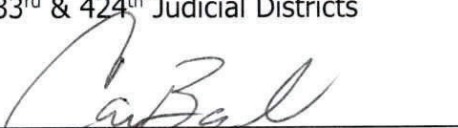
James Oakley, Burnet County Judge
Administrative County of Task Force

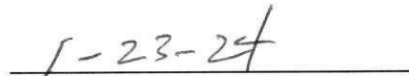
Date


Wiley B. "Sonny" McAfee
District Attorney
33rd & 424th Judicial Districts



Date


Calvin Boyd, Sheriff
Burnet County Sheriff's Office



Date


Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office



Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 33rd & 424th Judicial Districts which includes San Saba County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 33rd & 424th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

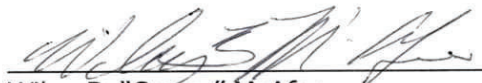
Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
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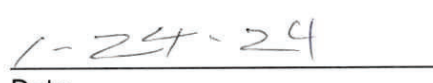
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

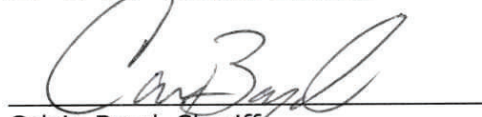
Date



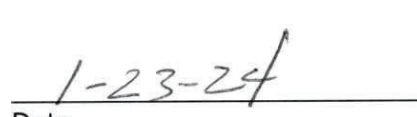
Wiley B. "Sonny" McAfee
District Attorney
33rd & 424th Judicial Districts



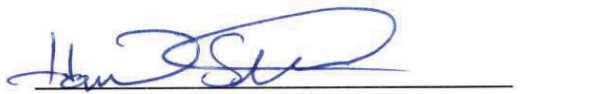
Date



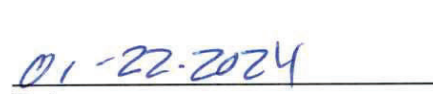
Calvin Boyd, Sheriff
Burnet County Sheriff's Office



Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office



Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 52nd & 440th Judicial Districts which includes Coryell County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 52nd & 440th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

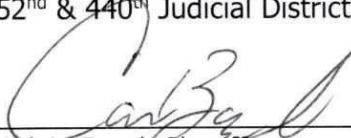
Date



Dusty Boyd
Coryell County District Attorney
52nd & 440th Judicial Districts

1-25-24

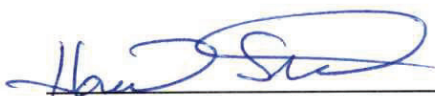
Date



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

1-23-24

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

01-22-2024

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 19th, 54th, 74th, 170th, 414th & 474th Judicial Districts which includes McLennan County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 19th, 54th, 74th, 170th, 414th & 474th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

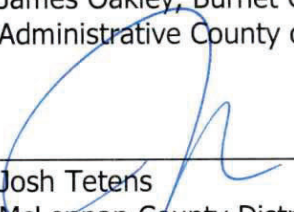
Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
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IT IS AGREED AND NOTED.

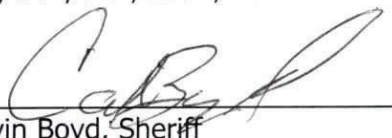
James Oakley, Burnet County Judge
Administrative County of Task Force

Date


Josh Tetens
McLennan County District Attorney
19th, 54th, 74th, 170th, 414th & 474th Judicial Districts

Date

1/25/2024


Calvin Boyd, Sheriff
Burnet County Sheriff's Office

Date

1-23-24


Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

Date

01-22-2024

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 77th & 87th Judicial Districts which includes Limestone County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 77th & 87th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
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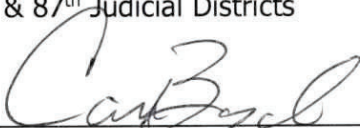
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

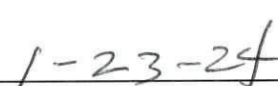
Date

William Roy DeFriend
Limestone County District Attorney
77th & 87th Judicial Districts

Date



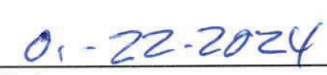
Calvin Boyd, Sheriff
Burnet County Sheriff's Office



Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office



Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 77th & 87th Judicial Districts which includes Freestone County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 77th & 87th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

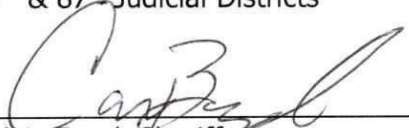
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

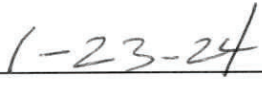
Date

Brian Evans
Freestone County District Attorney
77th & 87th Judicial Districts

Date



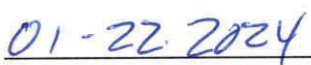
Calvin Boyd, Sheriff
Burnet County Sheriff's Office



Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office



Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 27th Judicial District which includes Lampasas County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 27th Judicial District, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

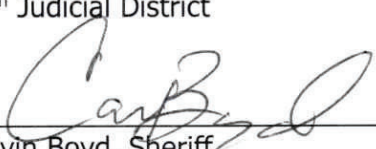
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

Date

John Greenwood
Lampasas County District Attorney
27th Judicial District

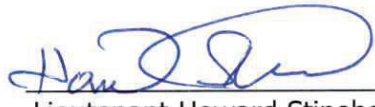
Date



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

1-23-24

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

01-22-2024

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 35th Judicial District which includes Mills County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 35th Judicial District, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting Attorney to be used for the official purposes of his office. The remainder of such funds

or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

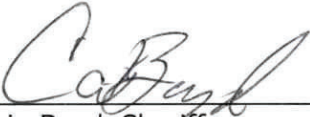
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

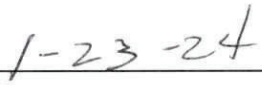
Date

Michael Murray
Mills County District Attorney
35th Judicial District

Date



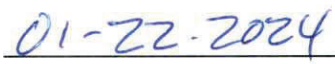
Calvin Boyd, Sheriff
Burnet County Sheriff's Office



Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office



Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 26th, 277th, 368th, 395th & 425th Judicial Districts which includes Williamson County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 26th, 277th, 368th, 395th & 425th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

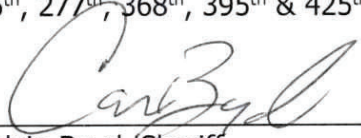
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

Date

Shawn Dick
Williamson County District Attorney
26th, 277th, 368th, 395th & 425th Judicial Districts

Date



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

1-23-24

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

01-22-2024

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 216th Judicial District which includes Gillespie County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 216th Judicial District, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

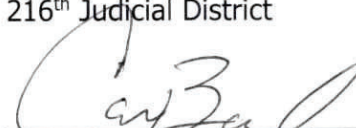
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

Date

Lucy Wilke
Gillespie County District Attorney
216th Judicial District

Date



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

1-23-24

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

01-22-2024

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 220th Judicial District which includes Bosque County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 220th Judicial District, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

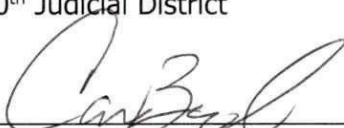
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

Date

Adam Sibley
Bosque County District Attorney
220th Judicial District

Date



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

1-23-24

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

01-22-2024

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 220th Judicial District which includes Hamilton County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 220th Judicial District, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting

Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$664,313**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2023 to August 31, 2024.

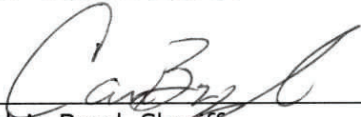
IT IS AGREED AND NOTED.

James Oakley, Burnet County Judge
Administrative County of Task Force

Date

Adam Sibley
Hamilton County District Attorney
220th Judicial District

Date



Calvin Boyd, Sheriff
Burnet County Sheriff's Office

1-23-24

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

01-22-2024

Date

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, 2024.

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 _____, 2024.

Burnet County

Pinnacle Consulting Management Group, Inc.

BY: _____

BY: Marcus Boyd, Vice President

Exhibit A - Services

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

Exhibit A - Services

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.

Exhibit A - Services

- 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.

Exhibit A - Services

- 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

Exhibit A - Services

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.

Exhibit A - Services

- 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.



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

BURNET COUNTY; COUNTY AUDITOR
133 E JACKSON ST
BURNET, TX 78611

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

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

II. BACKGROUND

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

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

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

III. PURPOSE

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

IV. PERIOD OF PERFORMANCE

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

V. COURT RESPONSIBILITIES

A. FTA Report

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

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

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

B. Clearance Reports

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

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

Court must submit a clearance report for the following circumstances:

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

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

C. Quarterly Reports and Audits

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

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

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

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

D. Accounting Procedures

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

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

E. Non-Waiver of Fees

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

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

F. Litigation Notice

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

VI. DPS's RESPONSIBILITIES

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

VII. PAYMENTS TO VENDOR

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

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

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

VIII. GENERAL TERMS AND CONDITIONS

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

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

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

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

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

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

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

CERTIFICATIONS

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

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

Court*	Department of Public Safety
_____	_____
Authorized Signatory	Driver License Division Chief or Designee

Title	

Date	Date
_____	_____

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



Johnson Controls Fire Protection LP
401 Center Ridge Dr, Suite 400
Austin , TX 78753

Johnson Controls Fire Protection LP Quotation

To:
Burnet County
220 S Pierce St
BURNET, TX 78611-0000

Project: Annunciator Installation - CPQ-510150
Johnson Controls Reference: 650510150
Proposal #: 1
Date: 01/12/2024
Page: 1 of 8

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

This proposal is for the addition of (1) LCD annunciator in the holding cell area.

BREAKOUT OF WORK TO BE PERFORMED BY JOHNSON CONTROLS:

General Notes

1. This proposal includes (1) Simplex LCD annunciator for fire alarm signal display in the holding cell areas.
2. Wiring method to be free cable throughout the interior spaces of the building, above drop ceiling. Wire in open ceiling and up to 7' A.F.F to be in conduit provided by electrical contractor, no included in this scope.
3. Project is based on being completed in one phase. If project is to be completed in more than 1 phase, this will require additional permitting by phase and additional mobilization, which would constitute a change order.
4. Proposal assumes all work is to be performed during normal business hours.
5. Provide (1) functional system tests with the AHJ during JCI normal business hours.
6. Project is based on new construction
- 7.
8. Pricing only valid for 30 days

Notification Devices -- notification devices as required for code minimal coverage. Design approach includes:

1. No notification circuit wire or device changes included in this proposal.

Initiation Devices

1. No initiating device circuit wire or device changes included in this proposal.

WORK TO BE PERFORMED BY ELECTRICAL CONTRACTOR:

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

- EC to provide and install a complete rough-in system including but not limited to: all required conduit, raceway, flex, stub-up's, sleeves, fire caulking, and back-boxes that may be required
- EC to provide and install all grommets, bushings and conduit end-caps
- EC to provide and install all standard back boxes and install specialty back boxes provided by JCI. Back boxes are to be installed as indicated on JCI's final design drawings. Installation of fire alarm system cannot begin until plans have been submitted to/ and/or approved by the local AHJ
- EC to provide dedicated 120VAC power for all Simplex equipment.
- EC to provide power to fire/smoke dampers
- EC to provide labeling and/or painting of conduit, back boxes and covers as required by specifications and/or AHJ

WORK TO BE PROVIDED BY HVAC CONTRACTOR:

- HVAC contractor will physically install all duct detectors including sampling tubes at locations indicated on JCI's final design drawings and shall be monitored only by the FACP
- HVAC contractor to provide 24 inches of duct work to facilitate installation of duct detectors at any AHU's or fire/smoke damper locations.
- HVAC contractor to provide all wiring, terminations, and interface for AHU shutdown. JCI will provide relays as the demarcation point for these functions.
- HVAC/Controls contractor will be required to be present at fire alarm pre-test and acceptance tests.

WHAT IS NOT INCLUDED?

- Proposal does not include spare parts.
- Proposal does not include any tax.
- Proposal does not include provision of 120VAC power.
- Proposal does not include provision of/ or installation of any back boxes, stub-ups, conduit, fire caulk.
- Proposal does not include any bid bonds or performance and payment bonds.
- Proposal does not include provision of central station monitoring service.
- Proposal does not include any premium time. Overtime or holiday work required because of project delays created by others will be justification for a change order.
- Proposal does not include any expediting or priority shipping fees.
- Shutdown wire or connections for any HVAC units mentioned above.



Project: Annunciator Installation - CPQ-510150
Johnson Controls Reference: 650510150
Proposal #: 1
Date: 01/12/2024
Page: 3 of 8

Total net selling price, FOB shipping point, \$2,997.68

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

Payment Options:

Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay an upfront deposit of 50% of the total price for predesign and engineering, paid within 30 days of contract signing. Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay 20% of the total price for materials, goods and equipment paid prior to installation commencement.

The remaining 30% of the total price for installation and commissioning will be progress billed monthly through completion of the job. Johnson Controls progress based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any Services performed. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

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

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

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☒ YES: Please reference this PO Number: PO 24-2140

Offered By:
Johnson Controls Fire Protection LP
401 Center Ridge Dr, Suite 400

Austin, TX 78753

Telephone:
Representative: Jaime Torres

Email: bob.micho@jci.com

Accepted By: (Customer)

Company: _____

Address: _____

Signature: _____

Title: _____

Date: _____

TERMS AND CONDITIONS (Rev. 8/23)

1. Deposit, Invoicing and Payments. Customer agrees to pay an upfront deposit of 50% of the total price for predesign and engineering, paid within 30 days of contract signing. Company will not commence work until the upfront deposit is received. Customer agrees to pay 20% of the total price for materials, goods and equipment paid prior to installation commencement. The remaining 30% of the total price for installation and commissioning will be progress billed monthly through completion of the job. Company progress based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any Services performed. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms. Payments of any disputed amounts are due and payable upon resolution. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

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

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified

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

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

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

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA

Compliance. Customer shall indemnify and hold

Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States, (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

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

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing, specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

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

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating

obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the

existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

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

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment,

for a period of two years after termination of this Agreement.

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

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

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete

and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generalEula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalEula govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party



with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

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

38. Privacy. Company as Processor : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

Company as Controller : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

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