



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 27, 2024

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation from Caroline Ragsdale for a status report from the Burnet County Child Welfare Board (Oakley)
5. Discussion and/or action concerning waiving property tax penalties and interest for Property ID #31105, Lot 62A, Sec. 1 of Mill Creek Ranch for Alan and Stacy Adams (Oakley)

Attachments
Waiver of penalties letter
6. Discussion and/or action concerning a new law, Texas Property Code 11.36, effective January 1, 2024, allowing for partial to full property tax exemptions for daycare centers (Oakley)
7. Public Hearing at 9:30 a.m. concerning Mass Gathering Permit for the eclipse event at Reveille Peak, the dates being April 4th - 9th (Oakley)
8. Discussion and/or action concerning a replat of lots 1A - 15A, Campa Pajama subdivision and lots 1A - 9A and lot 15A of Lakeview Subdivision, to be known as lot 1B and 10A of Lakeview Subdivision (Luther)

9. **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).
10. Reconvene in Open Session.
11. Discussion and/or action regarding items discussed in Executive Session.
12. Discussion and/or action regarding Department Updates:
 - a. Collections Report
13. Acknowledgement of Receipt:
14. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Approval to apply and sign the resolution for a grant with the Texas Historic Commission's Texas Historic Courthouse Preservation Program
 - b. Marble Falls Summer Concert Series Sponsorship application for \$2500 from Hotel Occupancy Tax
 - c. Burnet Airshow Sponsorship application for \$5000 from Hotel Occupancy Tax
 - d. Placer AI agreement for tourism department
 - e. Ratify the approval to apply and sign the resolution for the Burnet County Cybersecurity Assessment and Evaluation Project for FY 25 State and Local Cybersecurity Grant Program Assessment and Evaluation that was approved on 2/9/2024
 - f. Xerox agreement for District Attorney's office in Burnet and Llano counties
 - g. Approve contract with Motorola for service agreement for microwave system located at the Sheriff's Office tower, March 1st through September 30th 2024
 - h. Contract with Architectural Firm Levy Dykema
 - i. Contract with Flock Safety for HOTATTF

Attachments

Resolution Tx Historic Commission
 Cybersecurity resolution
 Xerox DA Burnet
 Xerox DA Llano
 Motorola

15. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
16. 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.

17. Discussion regarding any previous agenda items.

18. Calendar Review.

19. 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 23rd 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: 02/27/2024

Subject

Discussion and/or action concerning waiving property tax penalties and interest for Property ID #31105, Lot 62A, Sec. 1 of Mill Creek Ranch for Alan and Stacy Adams (Oakley)

Attachments

Waiver of penalties letter

2/15/24

Burnet County
220 South Pierce
Burnet, TX 78611

RE: Property ID 31105

Dear Burnet County,

We are writing today to request that the additional fees added to my tax statement be refunded. I only request this as the issue was not of our making, but with a miscommunication with our bank. Here is the sequence of events:

Jan 9th, we write a check to Stan Hemphill – Chief Appraiser

Jan 12th Burnet Tax office posts check for \$10,813.62 (full amount due)

Jan 16th Chase bank refuses check and even though I reached out to their inquiry and was told it was approved, they apparently returned the check to the tax office with the reason of "Refer to Maker" and did not inform us of this change. Please note this was not due to NSF as we had plenty in our account. The nice folks at the tax office have informed us that we must contact each entity individually, so this is the purpose of this request.

Feb 14th, we receive notice from the Tax office of the issue and immediately go to the office and paid the full amount plus penalties totaling \$756.95.

We are attaching the original check and the receipt for our prompt payment. We are only requesting this because of a bank error. The bank told us (after several transfers) that the reason was because the computer could not read our writing even though the folks at the tax office said it was fine. We have a hard time paying an extra \$756.95 incurred because a computer could not read the writing, or a person at CHASE could not have seen that it clearly says +62/100s.

We are requesting that you accept the payment amount made on time and reduce the additional \$179.78 charged due to open balance a month later. Thank you for your consideration.

Sincerely,


Alan and Stacy Adams

*for 2/27 CC
D/A concerning writing
penalties for BCAD # 31105,
Alan & Stacy Adams.
42*

BURNET CENTRAL APPRAISAL DIST.
P O Box 908 / 223 S. Pierce
Burnet, Texas 78611
Phone (512) 756-8291
Fax (512) 756-7873
burnetad@nctv.com

02/08/24

ADAMS ALAN & STACY
201 MILL CREEK RD
KINGSLAND TX 78639

RE: Payment for Property: S6168 MILL CREEK RANCH SEC.1 LOT 62A 12.635
Property ID: 31105

Your check # 122 in the amount of \$10,813.62 has been presented to the bank and returned to us unpaid because of a "Refer to Maker" reason code. The tax payment has been voided, and thus taxes are shown as unpaid. Please contact our office as soon as possible.

Sincerely,


Tammye Oakley
Collections Department

Burnet Central Appraisal Dist.

TAX RECEIPT

02/14/2024 04:00PM

BURNET CENTRAL APPRAISAL DIST
223 S PIERCE
P O BOX 908
BURNET, TX 78611

Receipt Number

2596624

Date Posted 02/14/2024
Payment Type P
Payment Code Full
Total Paid \$11,570.57

PAID BY:

ADAMS ALAN & STACY
201 MILL CREEK RD
KINGSLAND, TX 78639

Property ID	Geo	Legal Acres	Owner Name and Address								
31105	06168-0000-00062-A00	12.6350	ADAMS ALAN & STACY 201 MILL CREEK RD KINGSLAND, TX 78639								
Legal Description											
S8168 MILL CREEK RANCH SEC.1 LOT 62A 12.635											
Situs		DBA Name									
201 MILL CREEK RD		KINGSLAND, TX 78639									
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
WATER CONSERV DIST OF CENTRAL TEXAS	2023	0.00550	825,530	545	N	45.40	0.00	3.17	0.00	0.00	48.57
CO SPECIAL, ROAD & BRIDGE	2023	0.04300	825,530	545	N	354.98	0.00	24.85	0.00	0.00	379.83
BURNET COUNTY	2023	0.31110	825,530	545	N	2,568.22	0.00	179.78	0.00	0.00	2,748.00
MARBLE FALLS ISD	2023	0.88780	825,530	545	N	7,329.06	0.00	513.03	0.00	0.00	7,842.09
EMERG SERV DIST #3 (ESD3)	2023	0.06250	825,530	545	N	515.96	0.00	36.12	0.00	0.00	552.08
											11,570.57

Balance Due As Of 02/14/2024: .00

Tender	Details	Description	Amount
Check	126		11570.57
			11570.57

Operator Batch
ALLISON 26443 (240214BC2)

Total Paid
11,570.57

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

14.

Meeting Date: 02/27/2024

Subject

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

- a. Approval to apply and sign the resolution for a grant with the Texas Historic Commission's Texas Historic Courthouse Preservation Program
- b. Marble Falls Summer Concert Series Sponsorship application for \$2500 from Hotel Occupancy Tax
- c. Burnet Airshow Sponsorship application for \$5000 from Hotel Occupancy Tax
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- f. Xerox agreement for District Attorney's office in Burnet and Llano counties
- g. Approve contract with Motorola for service agreement for microwave system located at the Sheriff's Office tower, March 1st through September 30th 2024
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Attachments

Resolution Tx Historic Commission
Cybersecurity resolution
Xerox DA Burnet
Xerox DA Llano
Motorola



STATE OF TEXAS
COUNTY OF BURNET

RESOLUTION

A RESOLUTION SUPPORTING THE EFFORTS OF BURNET COUNTY TO EXECUTE EMERGENCY REPAIRS OF THE BURNET COUNTY COURTHOUSE

WHEREAS, Burnet County recognizes the importance of the historic courthouse and its unique relationship to the community; and

WHEREAS, Burnet County recognizes the need to preserve the historic courthouse; and

WHEREAS, Burnet County completed a master plan for the historic courthouse as part of the requirements for participation in the Texas Historical Commission's Texas Historic Courthouse Preservation Program (THCPP); and

WHEREAS, Burnet County adopted the master plan for use in the ongoing preservation of the courthouse; and

WHEREAS, the courthouse is in need of emergency repairs;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Burnet County, Texas, as the owner, does hereby support efforts to secure funding under a THCPP grant application and commitments made therein for preservation and restoration of the courthouse.

PASSED AND APPROVED THIS 27th DAY OF FEBRUARY, 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicenta Stafford, Burnet County Clerk



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County Cybersecurity Assessment and Evaluation Project be operated for the FY 25; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the grant application for the Burnet County Cybersecurity Assessment and Evaluation Project to the Office of the Governor.

Passed and Approved this 27th day of February 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicenta Stafford, Burnet County Clerk

Grant Number: 51486-01

Lease Agreement



Customer: COUNTY OF BURNET

BillTo: COUNTY OF BURNET
ATTN CINDY DALRYMPLE

101

133 E JACKSON ST RM
BURNET, TX 78611-3298

Tax ID#: .

Negotiated Contract : 072804600

Install: BURNET COUNTY DIST
ATTY

1701 E POLK ST

BURNET, TX 78611-2757

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8135H (XEROX C8135H) S/N ELQ606387		Lease Term: 57 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 953663150 for C8135H S/N ELQ606387. Additional monthly cost: \$18.16	3/8/2024
	- Adding - Office Finisher - 2/3 Hole Punch		

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8135H	\$116.19	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	N/A N/A	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$116.19	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Dahill Indust Dah (210)805-8200 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: _____	Phone: _____		
Signature: _____	Date: _____		

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

PRICING PLAN/OFFERING SELECTED:

3. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation,

supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Lease Agreement



Customer: COUNTY OF BURNET

BillTo: COUNTY OF BURNET
ATTN CINDY DALRYMPLE
RM 101
133 E JACKSON ST
BURNET, TX 78611-3298

Install: COUNTY OF BURNET
LLANO DISTRICT ATTY
811 BERRY ST
LLANO, TX 78643-1907

Tax ID#: .

State or Local Government Negotiated Contract : 072804700

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8135H (XEROX C8135H) S/N ELQ606382 - Adding - Office Finisher - 2/3 Hole Punch		Lease Term: 57 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 953663135 for C8135H S/N ELQ606382. Additional monthly cost: \$18.16	3/8/2024

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8135H	\$116.19	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	N/A N/A	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$116.19	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

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Signer: _____	Phone: _____		
Signature: _____	Date: _____		

Terms and Conditions

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2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

GOVERNMENT TERMS:

3. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

4. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement.

You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2256267
Contract Number: USC000574128
Contract Modifier: R31-DEC-22 11:03:27

Date:02/13/2024

Company Name: BURNET, COUNTY OF

Attn:

Billing Address: 220 s. Pierce

City, State, Zip: Burnet, Tx 78611

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1036338376

Bill to Tag # :

Contract Start Date :01-Mar-2024

Contract End Date :30-Sep-2024

Payment Cycle :IMMEDIATE

Qty	Service Name	Service Description	Extended Amt	
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$17,234.22	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$2,902.47	
	SVC02SVC0001C	MICROWAVE SERVICES	\$8,984.64	
		Subtotal - Recurring Services	\$4,160.19	\$29,121.33
		Subtotal - One-Time Event Services	\$0.00	\$0.00
		Total		\$29,121.33
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2256267
Contract Number: USC000574128
Contract Modifier: R31-DEC-22 11:03:27

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name :	BURNET, COUNTY OF
Contract Number :	USC000574128
Contract Modifier :	R31-DEC-22 11:03:27
Contract Start Date :	01-Mar-2024
Contract End Date :	30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2256267
Contract Number: USC000574128
Contract Modifier: R31-DEC-22 11:03:27

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

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