BURNET COUNTY COMMISSIONERS COURT

Jim Luther. Jr	Damon Beierle	James Oakley	Billy Wall	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*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 MAY 28, 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 approval of Janet Cummings as an Independent Contractor for VetRides. (Oakley)

   Attachments
   VetRides

5. Discussion and/or action regarding appointments to the BC local broadband planning committee. (Oakley)

   Attachments
   Broadband

6. Discussion and/or action concerning dismissal of litigation with reference to diesel emissions against Fiat as recommended by outside counsel Baker Worting. (Oakley)

7. Discussion and or action regarding the acceptance of a donation from The Friends of the HBL for the purchase of a TV, TV stand, and soundbar. (Oakley)

8. Presentation from Colleen Davis with the Burnet County Attorney's Office regarding the status of and the statutes relevant to Burnet County's registered voter population distribution within voting precincts. (Oakley)

9. Discussion and/or action concerning the acceptance and placement of the Alamo Letter Plaque from the Alamo Letter Society. (Oakley)

   Attachments
   Alamo Plaque

10. Discussion and or action concerning approval of Treasurer's monthly report- April 2024 (Oakley)

11. Discussion and or action regarding acceptance of Financial Report form ESD #7. (Oakley/Smith)

   Attachments
   ESD #7

12. Discussion and or action concerning approval to accept a grant for VETRIDE from 2024-2025 Texas Veterans Commission Fund for Veterans Assistance. The grand period is 7/1/2024-6/30/2025. Amount $75,000. (Oakley/Smith)

13. Discussion and/or action regarding overtime for Burnet County Sheriff employees during the April 2024 eclipse event and further regarding the funding source for payment of the calculated amount by the Burnet County Auditor.(Beierle)

14. Discussion and/or action concerning amending Conflict of Interest section 2.04 in the Personnel Policies & Employee Handbook.(Oakley)

   Attachments
   Conflict of Interest

15. Discussion and or action concerning the replat of lots 364 and 365 Whitewater Springs, Section 3 to be known as lot 364-A Whitewater Springs, Section 3, a combination of 2 lots into 1. (Wall)

16. Discussion and or action concerning the preliminary plat approval for Thomas Ranch, Section 3, a private subdivision consisting of 84 lots on 239.6046 acres located at 11710 CR 404. (Dockery)

17. Discussion and or action concerning the final plat of Hollingsworth Business Park South, a public subdivision consisting of 5 lots on 17.91 acres located at 9330 SH 71. (Dockery)

18. Discussion and or action concerning naming a road off Mountain View Circle to be known as Frers Lane per CAPCOG addressing guidelines. (Luther)

19. Discussion and or action concerning a variance from the Burnet County Subdivision Regulations by Jerry and Belinda Kelley to create a 6.9 acre tract out of a 13.6 acre tract located at 3200 CR 252, identified as BCAD parcel #68688. (Beierle)

20. Discussion and or action concerning the release of Maintenance Bond CNB-39424-00, in the amount of $72,458.75, for Dockal Rranchettes, Phases 1 and 2. (Beierle)

21. Discussion and or action concerning establishing a Wellness Policy for Burnet County employees, as well as a gym membership reimbursement, and presentation of the Healthy County Check. (Oakley)

   Attachments
   Health and Wellness

22. FY 24-25 Budget Workshop. The members of the Commissioners Court will meet to discuss the preparation of the FY 24-25 Burnet County Budget, including but not limited to, addressing all Burnet County government department budgets and/or requests, compensation, benefits and priorities. (Oakley/Smith)

23. **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).

24. Reconvene in Open Session.

25. Discussion and/or action regarding items discussed in Executive Session.

26. Discussion and/or action regarding Department Updates:

27. Acknowledgement of Receipt:
a. Texas Commission of Environmental Quality Notice of Receipt of Application for permit numbers WQ0015613001 & WQ0010654003

Attachments
April Treasurer's Report

28. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
a. Sponsorship application from The Falls on the Colorado Museum for the Old Granite School Building. Rehab to be paid for the Hotel/Motel Tax
b. MOU- allowing space to be used by the Bertram Chamber but only for the public purpose of enhancing tourism via a visitor center, no cost, shall be to Burnet County.
c. Renewal application with Defense Logistics Agency for Constable 1 for law enforcement support office (LESO)
d. Renewal application with Defense Logistics Agency for Constable 2 for law enforcement support office (LESO)
e. Contract labor agreement with Wisdom Construction for the labor and materials to install a concrete driveway at the maintenance barn.
f. Contract for DIJ with Precinct 4 for rd work on CR 409
g. Contract with Highland Lakes Publishing for a three month media blast for tourism.

Attachments
Old Granite
Bertram Chamber
LESO 1
LESO 2
Wisdom
DIJ
Highland Lakes

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

30. 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.

31. Discussion regarding any previous agenda items.

32. Calendar Review.

33. 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 28, MAY 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

____
CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	James Oakley	Billy Wall	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 4.

Meeting Date: 05/28/2024

Subject

Discussion and or approval of Janet Cummings as an Independent Contractor for VetRides. (Oakley)

Attachments

VetRides

INDEPENDENT CONTRACTOR AGREEMENT
Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective 5/13/24 5/28/2024 by and between BURNET COUNTY and __________Janet Cummings___ (the "Contractor").

1. Purpose. BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. Payment for Services. Contractor shall be paid $12.00 for each hour driver services are provided under this Agreement. Payments will be made on a monthly basis and will be paid on the second Tuesday following the month of service. The duties of the driver are as follows:

Driver – Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle.
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. Term/Termination. The term of this contract begins ____________________ and ends ____________________. This contract shall automatically renew at its hourly specified costs at the end of this contract term unless either party chooses to terminate a renewal upon providing written notice to the other party at the time the contract ends. Both parties may terminate this contract for any reason by providing two weeks' written notice to the other party. Either party may terminate this Agreement at any time with or without cause. BURNET COUNTY will pay Contractor for all work completed prior to termination.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. BURNET COUNTY will not provide fringe benefits including health insurance benefits, paid vacation or any other employee benefit for Contractor. Contractor shall be solely responsible for payment of all taxes owed on any amounts paid hereunder; BURNET COUNTY will not withhold any employment taxes. Contractor may work for any other party and BURNET COUNTY may engage any other veterans' services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. Venue. Venue for this contract is in Burnet County, Texas.

BURNET COUNTY

By: ______________________________
DATE

Printed Name: James Oakley

Its: County Judge

CONTRACTOR:

Janet C

Janet Cummings 5/13/24
DATE

Printed Name: Janet Cummings

Independent Contractor

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	James Oakley	Billy Wall	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 5.

Meeting Date: 05/28/2024

Subject

Discussion and/or action regarding appointments to the BC local broadband planning committee.(Oakley)

Attachments

Broadband

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Broadband Planning Committee Certification Form

To be identified as a Certified Broadband Planning Committee, this form must be submitted by a Committee Leader of the applying Broadband Planning Committee. A committee may only self-identify up to 12 members of its committee. Should your committee include more than 12 members, you may identify the 12 members who most actively participate in committee activities.

A Broadband Planning Committee is defined as any group of people who regularly assemble for the expressed purpose of addressing issues directly related to the accessibility of broadband within their county, and whose membership consists of:

1. **A minimum of 2 or more members in total,**
2. **At least 1 *elected member of a local governing body* who represents the *county to be served,***
3. **At least 1 appointed Committee Leader *who lives within the county to be served,* and**
4. ***If more than 1,* a majority of Committee Leaders who live within the *county to be served.***

Committee Information

* (Required) Name of Committee:

* (Required) Date of Formation:

* (Required) Point of Contact:

* (Required) Phone Number

* (Required) Email Address

Scope of Area Served by the Committee:

Name of Area Served by the Committee:

* (Required) County that will be served by TAP

Membership Information: Identify Every Member of the Committee (minimum of 2)

At least 1 member must be a Community Leader

At least 1 member must be a *elected member of a local governing body*

County Of Residense is a Required Field, Please Fill All County Of Residense.

Name

Committee Leader [Yes/No]

***Elected member of a local governing body* [Yes/No]**

County of Residence

Job Title

Employer

Add

By submitting this form, I hereby certify that:

- The information provided is complete and accurate to the fullest extent of my knowledge,
- The identified committee meets the definition provided above, and
- The CPA has direct permission to make public the information made available within this form.

Submit

Regular Session 9.

Meeting Date: 05/28/2024

Subject

Discussion and/or action concerning the acceptance and placement of the Alamo Letter Plaque from the Alamo Letter Society. (Oakley)

Attachments

Alamo Plaque


LETTER FROM THE ALAMO.
COMMANDANCY OF THE ALAMO-.
BEXAR, FEBY. 24TH 1836-
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--
FELLOW CITIZENS & COMPATRIOTS
I AM BESIEGED, BY A THOUSAND OR MORE OF THE MEXICANS AND SANTA ANNA- I HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN- THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN- I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT, & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS- I SHALL NEVER SURRENDER OR RETREAT. THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RECEIVING REINFORCEMENTS DAILY AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.
IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MYSELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY- VICTORY OR DEATH
WILLIAM BARRET TRAVIS
LT. COL. COMDT.
P.S. THE LORD IS ON OUR SIDE- WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN- WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES-
TRAVIS

LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-
BEXAR, FEBY. 24TH 1836-
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--

FELLOW CITIZENS & COMPATRIOTS

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TRAVIS

CO CHAIRS: LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR., MR. LORNE LIECHTY

Alamo Letter Society

To: Judge James Oakley
Prospective County Chair
Burnet County

From: Dr. Danny Reeves, Recruitment Chair

- L. William McNutt, Alamo Letter Society Co-Founder
Dallas, Texas
- Rosser Newton, Alamo Letter Society Co-Founder
Dallas, Texas

Subject: Responsibilities for Each Alamo Letter Society County Chairperson

Thank you for considering to be the County Chair in your county for the *Alamo Letter Society*.

HISTORY:
In February of 2024, it was 188 years since General Santa Anna started marching his army into Texas from Saltillo in Mexico. Three Mexican states, including Texas, were in a state of rebellion. The General/President soon learned that Americans who value liberty and freedom will defend their family, their land, their property, and their sacred honor with their lives.

In the words of Texas State Senator Bob Hall, "It is the job of this generation of Texans to teach our young people about how Texas got to where we are today. About the sacrifices of our forefathers in blood, treasures, and in the case of the Alamo, their lives."

BACKGROUND: *BIRTH OF THE IDEA*
The L. William (Bill) McNutt family (wife Susana, daughter Slone age 13, daughter Rabel age 15) were at the Alamo in early 2023 looking at the wonderful Travis "Victory or Death" letter on a bronze plaque on the lawn in front of the Alamo chapel.
Their 7th-grade daughter Slone, who was studying Texas history in school, said to her father, "Daddy, why aren't these plaques with the famous letter all over Texas?" This idea gave birth to our efforts.

Note: When Navarro County placed a large black granite Gold Star Monument on the Courthouse Lawn in Corsicana in May of 2020, Bill McNutt insisted that one side of the monument include all 220 words of the Victory or Death Letter by William Barrett Travis. This is a letter that Texans hold in the highest esteem, just as they do the 1776 Declaration of Independence and the U.S. Constitution.

OUR MISSION:
- To create and gift a bronze plaque (similar to the one that has been at the Alamo) to every one of the 254 Courthouses in Texas.
Each plaque will serve as an enduring symbol to future generations of Texans of their forefathers' fight for Liberty and Freedom, and their armed resistance to oppression.
- To have at least 100 people at the dedication ceremony in each county.

THE BRONZE PLAQUE:
The bronze plaque currently located on the lawn in front of the Alamo is perfect. This plaque measures

2 feet wide and 3 feet tall, and 203-pounds. A plaque of this size could be placed on the lawn of each Texas County Courthouse, or on the wall at some location inside or outside of the Courthouse building. The location of each bronze plaque will be determined by each county.
Leaders for coordinating the plaque location could include a County Judge and a local committee recruited by an Alamo Letter County Chairperson.

CHAIR RESPONSIBILITIES
(You agree to be responsible for these few important items being accomplished in your county)
- Form a county-wide committee of a few of your fellow patriots to help you. Telephone Bill McNutt at 214.537.9311 or Dr. Danny Reeves at (903) 641-8840 let one of them know their names. We will do a separate press release to highlight their involvement. Each person you ask will be very flattered to have been invited to the committee.
- Coordinate with County Leaders regarding the A) bronze letter plaque placement, and B) The Alamo Letter Dedication Ceremony at the County Courthouse
- Be willing to alert and work with the local media countywide. (Daily papers, weekly papers, radio stations, etc.) to gain coverage. Be willing to be interviewed by the media. Work with Bill McNutt on the drafting of a press release to announce the gift to the County Courthouse and the date for the dedication, and formulate a call for volunteers to come forward to help you and your committee. Communicate to Bill McNutt the name and contact information of the Editor or Journalist who will cover this story from the largest and 2nd largest circulation newspapers in the county.

Dedication: Plan and put on a terrific dedication ceremony at your courthouse involving local high school, community college bands, college bands, and students. Work with the local Daughters of the Republic of Texas and Daughters of the American Revolution regarding the ceremony, but NOT regarding the placement of the plaque or other issues. Their participation is vital to having a meaningful dedication ceremony. If there is an active-duty Texas military base in the county, get them involved in the dedication ceremony. Get the Texas State Guard involved in some form or fashion if possible.

PAY FOR THE PLAQUE (THE MONEY FOR YOUR PLAQUE HAS ALREADY BEEN DONATED!!)
Donate or raise $4,000 to pay for the 203-pound bronze plaque. Additionally, we encourage a $500 donation to help with additional costs. You can do a Fundraiser if necessary. If you choose to do so, host a fundraiser with a VIP to raise funds to pay for the Alamo Letter Plaque and expenses. *Note:* We have access to elected officials, Medal of Honor recipients, and Astronauts. This is a historical fundraiser, not a political fundraiser. The fundraiser can be whatever the local Chairperson wants it to be.

SUB-GOALS:
- To elevate the two leading Tejano participants in the Texas Revolution: Jose Antonio Navarro and Juan Seguin. These men believed it possible to be both a proud Mexican and a loyal Tejano. And, they were both.
- Work with the local schools to host an Essay Writing Contest on the Topic "Why the Tejanos were important to the Texas Revolution." (or) "What was the importance of the Victory or Death letter written by Travis at the Alamo?" Each essay should be 220 words long, the same number of words in the Travis Alamo letter.
- To get a service club / American Legion / VFW, etc. in your county to host a junior high "Victory or Death Letter" Oratorical Contest. Contestants would memorize and present the letter and tell what it means to them. The winner would recite the letter by memory at the dedication.

- Any other local initiatives that each County Chair might want to accomplish.

ADDITIONAL COST:
Any additional costs regarding the dedication must be raised locally by the County Chair. Working with the County Commissioners and County Judge, you should be able to get them to fund the cost of the placement installation of the plaque.

Please contact Dr. Danny Reeves at (903) 641-8840 or Bill McNutt at (214) 537-9311 so we can start working on the draft for the press release!

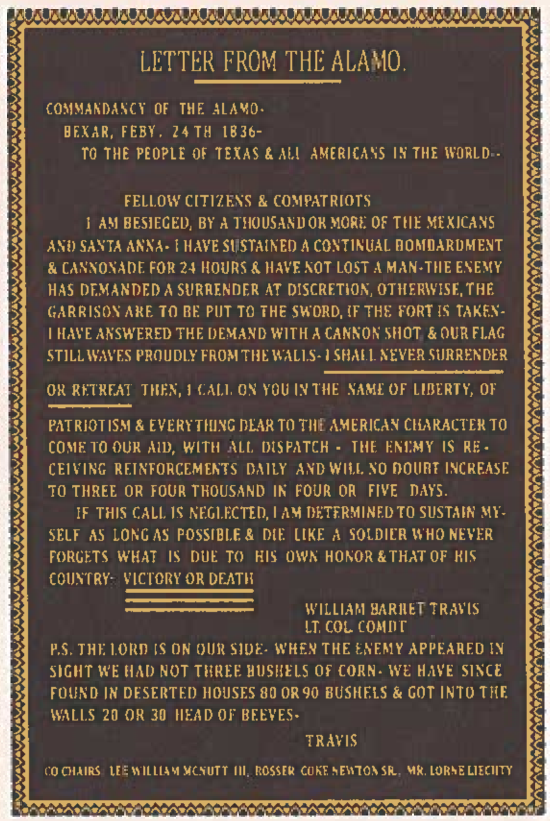
Welcome to the Fight! You are in many ways a modern-day Capt. Albert Martin, the man would rode the Victory or Death letter out of the Alamo. You are doing the same job he did on February 24, 1836! You are taking this valuable letter and example of patriotism to more Texans and future generations.

Sir, this is an important and worthwhile job.

Please reply to this email and let us know you are committed to everything in this communication.

Thank you, Sir!

L William McNutt
Mobile: (214)-537-9311
Email: mcnuttlw@gmail.com
LinkedIn: www.linkedin.com/in/lee-w-mcnutt



LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-
BEXAR, FEBY. 24TH 1836-
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD-

FELLOW CITIZENS & COMPATRIOTS
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TRAVIS

CO CHAIRS LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR., MR. LORNE LIECHTY

Cast Bronze

Project - Letter From The Alamo *Reeves County*

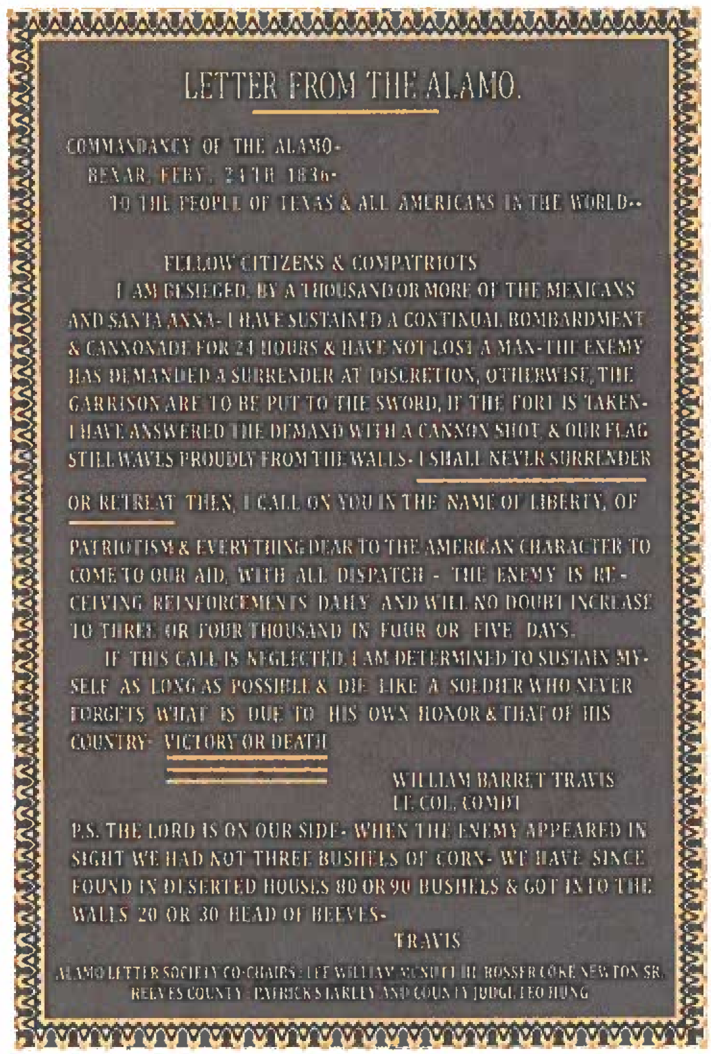
PLAQUE **1**

The Southwell Co.
502 S. STAPLES • CORPUS CHRISTI, TX 78403
PH. (361) 884-4801

QUOTE #	N/A	CUSTOMER: N/A	SHIP TO: TBD
JOB #	N/A		
P.O. #	N/A		
DRAWN BY:	J.GUERRERO		
DATE SUBMITTED:	04/8/24		

24"

36"



15/16"

1/2"

7/16"

Co-Chair Names Go Here

Elevation
Scale: 1/4" = 1"

PROOFS! PLEASE SIGN & RETURN ONE COPY OR PLAQUE WILL NOT GO INTO PRODUCTION!

☑ *approved (no corrections)* ☐ *revise and resubmit*

Signed by: [signature] Date: 4-9-24

QUANTITY:	ONE (1)
MATERIAL:	BRONZE
BK GR COLOR:	BROWN
BORDER:	CUSTOM BORDER RAISED SATIN BRONZE COLOR
LETTERS:	CAMBRIA RAISED SATIN BRONZE COLOR
LOGO:	N/A
TEXTURE:	LEATHERETTE (CL)
MOUNTING:	CONCEALED

SPECIFY MOUNTING ATTACHMENTS

- ☒ CONCEALED (MASONRY)
- ☐ WOOD SCREWS W/ROSETTES
- ☐ EXPANSION BOLTS W/ROSETTES
- ☐ TOGGLE BOLTS W/ROSETTES (HEAVY PLAQUES) (SHEETROCK / HOLLOW WALLS)
- ☐ POST MOUNT (SEE DRAWING)

THE DESIGN OF THIS PLAQUE HAS BEEN MADE USING COMPUTERIZED GRAPHICS. THE ACTUAL PATTERN USED IN CASTING WILL BE MADE BASED ON FINAL APPROVAL OF THIS SUBMITTAL DRAWING. THE FORMAT, LETTER STYLE, LETTER SIZE, SPACING AND MOUNTING ARE BASED ON INDUSTRY STANDARDS AND OUR CAPACITIES TO PRODUCE A HIGH QUALITY CASTING.

STOP YOU ARE THE FINAL PROOF-READER STOP

YOUR ORDER WILL BE PRODUCED FROM THE ARTWORK YOU SEE HERE. IF YOU APPROVE THIS ARTWORK AND IT CONTAINS ERRORS, YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR THE WORK WE REDO. PLEASE CAREFULLY CHECK THAT ALL IS CORRECT REGARDING SPELLING, DESIGN, COLOR AND SIZE.

Regular Session 11.

Meeting Date: 05/28/2024

Subject

Discussion and or action regarding acceptance of Financial Report form ESD #7. (Oakley/Smith)

Attachments

ESD #7

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7

Financial Statements

For the Year Ended
September 30, 2023

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
September 30, 2023

TABLE OF CONTENTS

MANAGEMENT'S DISCUSSION AND ANALYSIS
REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
MANAGEMENT DISCUSSION AND ANALYSIS
September 30, 2023

As management of Burnet County Emergency Services District No. 7 (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 $63,019 as a result of the current year's operations. Net position at year end consisted of unrestricted net position of $309,941.
- Total revenues from all sources were $876,836 which represents an increase of $112,299 over the prior year. This is due to an increase in property tax revenue collections.
- Total costs of all programs were $813,817 which represents a decrease of $68,320. This is due primarily to decreases in contract payments.
- As of September 30, 2023, the District's governmental fund reported an ending fund balance of $309,941, an increase of $63,019.

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.

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 Position

	Governmental Activities	
	9/30/2023	9/30/2022
Current assets	$ 309,941	$ 246,922
Capital assets, net	-	-
Total assets	309,941	246,922
Other liabilities	-	-
Total liabilities	-	-
Net position:		
Invested in capital assets, net of related debt	-	-
Unrestricted	309,941	246,922
Total net position	$ 309,941	$ 246,922

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

Table 2
Changes in Net Position

	Governmental Activities	
	9/30/2023	9/30/2022
Revenues:		
Program revenues:		
Charges for services	$ -	$ -
Operating grants and contributions	-	-
Capital grants and contributions	-	-
General revenues:		
Property taxes	876,110	763,527
Interest income	726	1,011
Total revenues	876,836	764,538
Expenses:		
General government	35,817	39,220
Public safety	778,000	842,918
Total expenses	813,817	882,138
Change in net position	63,019	(117,600)
Net position - October 1	246,922	364,522
Net position - September 30	$ 309,941	$ 246,922

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 8, 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 18 of this report.

General Fund Budgetary Highlights

The District did amend the budget during the fiscal year.

Actual expenditures on a budgetary basis were seven percent over budgeted expenditures due to additional contract disbursements for equipment. The District's overall actual revenues were eight percent more than budgeted due to unanticipated property tax collections.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2023, amounts to $0 (net of accumulated depreciation). This investment in capital assets includes fully depreciated equipment.

Capital Assets
Government Activities
(net of depreciation)

	9/30/2023	9/30//2022
Equipment	$ -	$ -
Total	$ -	$ -

During the fiscal year ended September 30, 2023, no assets were purchased or disposed of.

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

Debt Administration

As of September 30, 2023, the District has no debt:

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 and increased property valuation changes. These additional funds will be used for funding the Contract Fire Departments as needed.

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. 7. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 7, P.O. Box 402, Burnet, TX 78611.

ORW
Certified Public Accountants

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2909 Sherwood Way, Ste 300
San Angelo, TX 76901

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No. 7

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 7, 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. 7'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. 7, 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. 7, 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. 7'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. 7'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. 7'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
May 14, 2024

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
STATEMENT OF NET POSITION
As of September 30, 2023

	Primary Government	
	Governmental Activities	Total
Assets		
Deposits and investments	$ 309,941	$ 309,941
Total Assets	309,941	309,941
Liabilities		
Accounts payable	-	-
Total Liabilities	-	-
Net Position		
Invested in capital assets, net of related debt	-	-
Unrestricted assets	309,941	309,941
Total Net Position	$ 309,941	$ 309,941

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

		Program Revenues			Net (Expense) Revenue and Change in Net Assets	
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Activities	Total
Primary government:						
Governmental activities:						
General government	$ 35,817	$ -	$ -	$ -	$ (35,817)	$ (35,817)
Public safety	778,000	-	-	-	(778,000)	(778,000)
Total net (expense) revenue for governmental activities and the primary government	$ 813,817	$ -	$ -	$ -	(813,817)	(813,817)
	General Revenues:					
	Taxes					
	Property taxes				876,110	876,110
	Interest income				726	726
	Total general revenues				876,836	876,836
	Change in net assets				63,019	63,019
	Net position, Beginning of Year				246,922	246,922
	Net position, End of Year				$ 309,941	$ 309,941

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2023

	General Fund	Total Governmental Funds
Assets		
Cash	$ 309,941	$ 309,941
Taxes Receivables	30,390	30,390
Total Assets	340,331	340,331
Liabilities		
Accounts payable	-	-
Total Liabilities	-	-
Deferred Inflows of Resources		
Unavailable property taxes	30,390	30,390
Total Deferred Inflows of Resources	30,390	30,390
Fund Balance		
Unassigned	309,941	309,941
Total Fund Balance	309,941	309,941
Total Liabilities and Fund Balance	$ 340,331	
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)		-
Net Position of Governmental Activities		$ 309,941

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND
For the Year Ended September 30, 2023

	General Fund	Total Governmental Funds
Revenues		
Property taxes	876,110	$ 876,110
Interest income	726	726
Total Revenues	876,836	876,836
Expenditures		
Contract disbursements	778,000	778,000
Insurance	1,338	1,338
Office and administration	1,247	1,247
Professional fees	30,832	30,832
Rent	2,400	2,400
Total Expenditures	813,817	813,817
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	63,019	63,019
Fund Balance, Beginning of Year	246,922	246,922
Fund Balance, End of Year	$ 309,941	$ 309,941

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7
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	$ 63,019
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)	-
Change in Net Position of Governmental Activities	$ 63,019

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

NOTE 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 7 (the District) was created by an election held on May 9, 2009. 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.

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 Districts 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 adopted a minimum fund balance policy for the General Fund. The policy requires the unassigned fund balance at fiscal year-end to be approximately three month's operating funds.

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 final budget and actual results. The budget is adopted by the Commissioners prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Commissioners. 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.

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.

NOTE 1 – Summary of Significant Accounting Policies – Continued

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) 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:

Equipment	5-7 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.

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 $863,994.

The tax assessment of October 1, 2022, sets the tax levy at $0.07706 per $100 of assessed valuation.

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, and these balances approximated fair value. As of the balance sheet date, the District's deposits totaled $309,941 and the bank balance was $328,977.

At September 30, 2023, $78,977 of the District's balances are uninsured.

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				
Equipment	$ 4,798	$ -	$ -	$ 4,798
Total Capital Assets	4,798	-	-	4,798
Less accumulated depreciation	(4,798)	-	-	(4,798)
Capital Assets, Net	$ -	$ -	$ -	$ -

NOTE 5 - Commitments

Effective October 1, 2009, the District entered into an agreement with the Burnet Volunteer Fire Department, the City of Burnet, and the Lampasas Volunteer Fire Department. These entities agreed to provide fire protection services to all persons and property within the Emergency Services District, including response to life-threatening emergencies and rescue calls by making available adequate volunteers, personnel and administrative assistance.

Amounts to be paid to the entities shall be disbursed at the discretion of the Commissioners and may include expenses for operations and other expenditures approved by the District for maintaining fire protection services within the District. If at any time the Burnet Volunteer Fire 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 May 14, 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. 7
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	$ 811,623	$ 811,623	$ 876,836	$ 65,213
Interest income	-	-	-	-
Total Revenues	811,623	811,623	876,836	65,213
Expenditures				
Contract disbursements	713,000	713,000	778,000	(65,000)
Insurance	1,500	1,500	1,338	162
Office and administration	2,050	2,495	1,247	1,248
Professional fees	38,500	38,055	30,832	7,223
Rent	2,400	2,400	2,400	-
Travel and training	3,000	3,000	-	3,000
Total Expenditures	760,450	760,450	813,817	(53,367)
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	$ 51,173	$ 51,173	63,019	$ 11,846
Fund Balance, Beginning of Year			246,922	
Fund Balance, End of Year			$ 309,941	

Regular Session 12.

Meeting Date: 05/28/2024

Subject

Discussion and or action concerning approval to accept a grant for VETRIDE from 2024-2025 Texas Veterans Commission Fund for Veterans Assistance. The grand period is 7/1/2024-6/30/2025. Amount $75,000. (Oakley/Smith)

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	James Oakley	Billy Wall	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 14.

Meeting Date: 05/28/2024

Subject

Discussion and/or action concerning amending Conflict of Interest section 2.04 in the Personnel Policies & Employee Handbook.(Oakley)

Attachments

Conflict of Interest

A

Proposed Amendment to Personnel Policies & Employee Handbook 5.28.2024

Current:

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.

Proposed:

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) solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a county employee in favor of that person.

Approved in Commissioners Court ____________________________________

Date:______________________________

Regular Session 21.

Meeting Date: 05/28/2024

Subject

Discussion and or action concerning establishing a Wellness Policy for Burnet County employees, as well as a gym membership reimbursement, and presentation of the Healthy County Check. (Oakley)

Attachments

Health and Wellness

Burnet County Employee Wellness Policy

Burnet County strives to provide a healthy and safe environment for its employees. To achieve this, Burnet County has established a Health and Wellness Policy, and is committed to maintaining and improving it as necessary. Active employees that are enrolled in county insurance participating in a yearly check up will be entered into a prize drawing at the end of each calendar year. The purpose of the policy is to encourage employees to have a preventative check up each year to improve their health.

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	James Oakley	Billy Wall	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 27.

Meeting Date: 05/28/2024

Subject

Acknowledgement of Receipt:

a. Texas Commission of Environmental Quality Notice of Receipt of Application for permit numbers WQ0015613001 & WQ0010654003

Attachments

April Treasurer's Report

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 APRIL, 2024. 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

			Previous Year Balances:
Beginning Cash and Investments Balance	$69,262,512.83		$58,464,488.11
Cash Receipts	$3,297,575.97		$3,319,944.02
Allocated Int Earned	$31,102.81	Combined Int	$54,101.12
Interest Earned	$266,564.74	$297,667.55	$162,818.96
Cash Disbursements	-$2,596,523.93		-$4,699,426.26
Month Ending Cash and Investments Balance	$70,230,129.61		$57,247,824.83

For County purposes all contributions are hereby accepted LGC {81.302}
April 2024 contributions received:
Reserve Donations to: VetRides $3,074.00
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 28th day of May, 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 APRIL 2024

Fund		Beg Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
FSBCT								
5	APCA	-$14,309.29	-$11,641.70	$5,587,738.11	-$3,851,587.01	$9,238.09	$1,710,200.11	$1,710,200.11
	DA-SZ	$100,024.67		$411.88	$0.00	$411.88	$100,436.55	$100,436.55
	BOND	$374,082.60		$22,000.00	-$7,000.00	$0.00	$389,082.60	$389,082.60
05-103-100	GEN POOLED CASH	$8,455,660.23	$11,756.70	$3,789,770.07	-$4,325,675.03	$20,978.97	$7,931,511.97	$7,931,511.97
	FUNDS DETAIL EXHIBIT '	$0.00						
	County Clerk Clearing Acct	$0.00		$97,351.58	-$97,351.58	$117.22	$0.00	$0.00
	District Clerk Clearing Acct	$0.00		$43,419.99	-$43,419.99	$62.84	$0.00	$0.00
	JP1 Clearing Acct	$0.00		$10,883.66	-$10,883.66	$32.13	$0.00	$0.00
	JP2 Clearing Acct	$0.00		$21,307.29	-$21,307.29	$61.83	$0.00	$0.00
	JP3 Clearing Acct	$0.00		$8,558.69	-$8,558.69	$29.22	$0.00	$0.00
	JP4 Clearing Acct	$0.00		$11,808.36	-$11,808.36	$41.68	$0.00	$0.00
	Treasurer Clearing Acct	$0.00		$38,103.19	-$38,103.19	$128.95	$0.00	$0.00
	TOTAL CASH	**$8,915,458.21**	**$115.00**	**$9,631,352.82**	**-$8,415,694.80**	**$31,102.81**	**$10,131,231.23**	**$10,131,231.23**
C.D. Investments								
Ally Bk Sandy	CD-Gen Pooled Cash	$249,876.99		$0.00	$0.00	$662.46	$250,539.45	$250,539.45
American Rivi	CD-Gen Pooled Cash	$247,026.79		$0.00	$0.00	$996.78	$248,023.57	$248,023.57
American Firs	CD-Gen Pooled Cash	$245,308.10		$0.00	-$1,061.22	$1,026.98	$245,273.86	$245,273.86
BluPeak CU	CD-Gen Pooled Cash	$248,641.06		$0.00	-$1,169.00	$1,131.29	$248,603.35	$248,603.35
Encore Bk Litt	CD-Gen Pooled Cash	$245,172.84		$0.00	-$1,071.62	$1,037.05	$245,138.27	$245,138.27
JPMorgan Cha	CD-Gen Pooled Cash	$248,483.36		$0.00	$0.00	$1,077.33	$249,560.69	$249,560.69
First Tech Fed	CD-Gen Pooled Cash	$248,727.01		$0.00	-$249,126.87	$399.86	$0.00	$0.00
First Capital B	CD-Gen Pooled Cash	$245,292.99		$0.00	-$1,009.20	$976.65	$245,260.44	$245,260.44
First OKLA Bk	CD-Gen Pooled Cash	$245,587.66		$0.00	-$1,071.62	$1,037.06	$245,553.10	$245,553.10
Kish BK Bellvi	CD-Gen Pooled Cash	$246,543.84		$0.00	$0.00	$1,006.84	$247,550.68	$247,550.68
Neighbors FC	CD-Gen Pooled Cash	$245,544.44		$0.00	-$1,054.86	$1,020.84	$245,510.42	$245,510.42
Northeast Cm	CD-Gen Pooled Cash	$256,133.04		$0.00	$0.00	$1,070.14	$257,203.18	$257,203.18
OakStar Bank	CD-Gen Pooled Cash	$248,069.30		$0.00	-$1,074.21	$1,039.56	$248,034.65	$248,034.65
PNC BK NTL A	CD-Gen Pooled Cash	$256,168.71		$0.00	$0.00	$1,070.14	$257,238.85	$257,238.85
Santander	CD-Gen Pooled Cash	$252,989.90		$0.00	-$253,576.95	$587.05	$0.00	$0.00
Veritex Cmnty	CD-Gen Pooled Cash	$246,431.07		$0.00	$0.00	$1,047.12	$247,478.19	$247,478.19
US BK NATL A	CD-Gen Pooled Cash	$252,409.64		$0.00	$0.00	$1,121.10	$253,530.74	$253,530.74
Americu CR U	CD-Gen Pooled Cash	$248,036.35		$0.00	-$1,090.52	$1,090.52	$248,036.35	$248,036.35
Vibrant CU	CD-Gen Pooled Cash	$249,169.00		$0.00	-$1,169.00	$1,131.29	$249,131.29	$249,131.29
Oregon Cmnty	CD-Gen Pooled Cash	$248,412.99		$0.00	-$1,163.88	$1,126.33	$248,375.44	$248,375.44
Flagstar Bk Na	CD-Gen Pooled Cash	$245,898.78		$0.00	$0.00	$1,037.06	$246,935.84	$246,935.84
Glen Falls Ntl	CD-Gen Pooled Cash	$245,889.38		$0.00	$0.00	$1,067.26	$246,956.64	$246,956.64
Guaranty Bk &	CD-Gen Pooled Cash	$245,698.08		$0.00	-$1,082.03	$1,047.13	$245,663.18	$245,663.18
Treasury								
FEDERAL HOME LOAN BK		$1,006,527.78		$0.00	$0.00	$4,166.66	$1,010,694.44	$1,010,694.44
		$6,718,039.10		**$0.00**	**-$514,720.98**	**$26,974.50**	**$6,230,292.62**	
TEXPOOL								
	PRESERVATION	$1,046.82		$0.00	$0.00	$4.50	$1,051.32	$1,051.32
	RECORDS ARCHIVES	$64,936.59		$0.00	$0.00	$283.66	$65,220.25	$65,220.25
	ROAD & BRIDGE	$1,892.48		$0.00	$0.00	$8.39	$1,900.87	$1,900.87
	HOTEL/MOTEL	$708.92		$0.00	$0.00	$3.00	$711.92	$711.92
	DEBT SERVICE	$857.56		$0.00	$0.00	$3.64	$861.20	$861.20
	TOTAL TEXPOOL	**$69,442.37**		**$0.00**	**$0.00**	**$303.19**	**$69,745.56**	
LOGIC	HOTEL/MOTEL	$1,211,568.62		$0.00	$0.00	$5,431.57	$1,217,000.19	$1,217,000.19
	RECORDS ARCHIVES	$66,562.15		$0.00	$0.00	$298.41	$66,860.56	$66,860.56
	ROAD & BRIDGE	$3,628,536.71		$0.00	$0.00	$16,267.05	$3,644,803.76	$3,644,803.76
	GENERAL	$12,962,715.87		$0.00	$0.00	$58,112.99	$13,020,828.86	$13,020,828.86
	DEBT SERVICE	$1,386,285.62		$0.00	$0.00	$6,214.84	$1,392,500.46	$1,392,500.46
	TOTAL LOGIC	**$19,255,668.97**		**$0.00**	**$0.00**	**$86,324.86**	**$19,341,993.83**	
TXCLASS	TN2020	$1,649,281.51		$0.00	$0.00	$7,354.19	$1,656,635.70	$1,656,635.70
	ROAD & BRIDGE	$2,067,499.01		$0.00	$0.00	$9,219.05	$2,076,718.06	$2,076,718.06
	GENERAL	$12,503,239.90		$0.00	$0.00	$55,752.33	$12,558,992.23	$12,558,992.23
	CARES 2021	$2,428,508.00		$0.00	$0.00	$10,828.82	$2,439,336.82	$2,439,336.82
	TN2022	$3,302,707.96		$0.00	$0.00	$14,726.86	$3,317,434.82	$3,317,434.82
	DEBT SERVICE	$1,632,618.88		$0.00	$0.00	$7,279.90	$1,639,898.78	$1,639,898.78
	REST/DEDICATED FUNDS	$6,812,117.15		$0.00	$0.00	$30,375.47	$6,842,492.62	$6,842,492.62
	TN2023	$3,907,931.77		$0.00	$0.00	$17,425.57	$3,925,357.34	$3,925,357.34
	TOTAL TXCLASS	**$34,303,904.18**		**$0.00**	**$0.00**	**$152,962.19**	**$34,456,866.37**	
	TOTAL INVESTMENTS	**$60,347,054.62**	**$0.00**	**$0.00**	**-$514,720.98**	**$266,564.74**	**$60,098,898.38**	$60,098,898.38
TOTAL CASH		$8,915,458.21	$115.00	$9,631,352.82	-$8,415,694.80	$31,102.81	$10,131,231.23	$10,131,231.23
LESS FUND TRANSFERS				-$5,819,170.87	$5,819,170.87			$0.00
LESS INVEST TRANSFERS				-$514,720.98	$514,720.98			
INVESTMENTS		$60,347,054.62	$0.00	$0.00	-$514,720.98	$266,564.74	$60,098,898.38	$60,098,898.38
TOTAL CASH & INVESTMENTS		**$69,262,512.83**	**$115.00**	**$3,297,460.97**	**-$2,596,523.93**	**$266,564.74**	**$70,230,129.61**	**$70,230,129.61**

	6 Month T-Bill	TexPool	Logic	TX Class
% Rate for Month	5.44%	5.31%	5.45%	5.43%

HCNB
5.13%

EXHIBIT 'A' -- POOLED CASH
APRIL 2024

Fund	POOLED CASH ACC	adjusted prev mo	Begining Balance	Current Activity	End Balance		
05-103-100	GEN POOLED CASH				$7,931,511.97		
05-103-500	PCA/APCA POOLED CASH				$1,710,200.11		
TOTAL CASH IN BANK POOLED CASH					$9,641,712.08		
100	GENERAL	$12,191.64	$3,184,296.62	$908,587.35	$4,105,075.61	$4,105,075.61	$0.00
110	CATTY CHCK COLLEC		$3,405.10	$25.35	$3,430.45	$3,430.45	$0.00
120	D.A. SPECIAL		-$7,699.86	$0.00	-$7,699.86	-$7,699.86	$0.00
140	HMT		$155,720.27	$11,384.87	$167,105.14	$167,105.14	$0.00
150	LAW LIBRARY		$151,917.97	-$917.70	$151,000.27	$151,000.27	$0.00
160	WESTERN CTY TWR		$354,567.50	-$9,310.19	$345,257.31	$345,257.31	$0.00
170	IHC		-$19,508.44	$19,508.44	$0.00	$0.00	$0.00
180	RESTRICTED	$66.91	$2,276,611.58	-$2,236.32	$2,274,442.17	$2,274,442.17	$0.00
190	103-005		$47,443.05	-$385.63	$47,057.42	$47,057.42	$0.00
200	LIB		-$121,384.63	$121,384.63	$0.00	$0.00	$0.00
210	HISTORICAL COMM		$172,503.82	$669.62	$173,173.44	$173,173.44	$0.00
211			$3,333.80	$0.00	$3,333.80	$3,333.80	$0.00
221	COUNTY REC MGMT		$1,867.17	$0.00	$1,867.17	$1,867.17	$0.00
222	CCLK RECORDS		$400,337.64	-$61,778.29	$338,559.35	$338,559.35	$0.00
223	DCLK RECORDS		$185,516.04	$720.14	$186,236.18	$186,236.18	$0.00
230	TECHNOLOGY FNDS		$49,870.72	-$661.38	$49,209.34	$49,209.34	$0.00
270	IMHS		-$1,172,211.75	$575,272.13	-$596,939.62	-$596,939.62	$0.00
290	GRANTS		-$213,696.93	$5,086.83	-$208,610.10	-$208,610.10	$0.00
291			-$78,433.45	-$85,079.14	-$163,512.59	-$163,512.59	$0.00
292			$0.00	$0.00	$0.00	$0.00	$0.00
293			-$15.00	$0.00	-$15.00	-$15.00	$0.00
294			$20.00	$0.00	$20.00	$20.00	$0.00
295			$28,459.58	-$234,870.58	-$206,411.00	-$206,411.00	$0.00
296			$350,000.00	-$73,230.88	$276,769.12	$276,769.12	$0.00
297			$162,643.95	-$24,691.01	$137,952.94	$137,952.94	$0.00
298			$257,609.17	-$34,745.13	$222,864.04	$222,864.04	$0.00
300	ROAD & BRIDGE		$1,247,142.62	-$455,271.87	$791,870.75	$791,870.75	$0.00
310	R&B PCT #1		-$121,034.77	$121,034.77	$0.00	$0.00	$0.00
320	R&B PCT #2		-$84,695.68	$84,096.28	-$599.40	-$599.40	$0.00
330	R&B PCT #3		-$84,644.06	$84,644.06	$0.00	$0.00	$0.00
340	R&B PCT #4		-$49,756.61	$39,134.51	-$10,622.10	-$10,622.10	$0.00
501	FLOOD RECOVERY		$66,973.76	$0.00	$66,973.76	$66,973.76	$0.00
504	CHS		$41,377.08	-$49,715.66	-$8,338.58	-$8,338.58	$0.00
505	JAIL COMM		$220,071.37	$76,766.56	$296,837.93	$296,837.93	$0.00
510	BLOOD DRAW PRGM		$40,048.05	-$675.00	$39,373.05	$39,373.05	$0.00
514			$47,313.30	$0.00	$47,313.30	$47,313.30	$0.00
600	DS		$41,716.05	$120,780.23	$162,496.28	$162,496.28	$0.00
700	TN		$146,286.15	$567.86	$146,854.01	$146,854.01	$0.00
710	Bldgs Restricted		$15,820.03	$0.00	$15,820.03	$15,820.03	$0.00
719	CAP PRJCTS 2019		$556,017.53	$2,158.35	$558,175.88	$558,175.88	$0.00
720	TN2020		$260,335.00	-$50,386.51	$209,948.49	$209,948.49	$0.00
722	TN2022		$48,655.21	$0.00	$48,655.21	$48,655.21	$0.00
723	TN2023		$14,424.49	-$175,933.08	-$161,508.59	-$161,508.59	$0.00
850	HRA		$17,040.14	-$1,500.00	$15,540.14	$15,540.14	$0.00
880	T&A	-$12,258.55	$220,641.01	-$87,897.25	$120,485.21	$120,485.21	$0.00
881	CASH BONDS/SUBD		$1,500.00	$0.00	$1,500.00	$1,500.00	$0.00
990	PCA	$115.00	-$377,053.65	$377,709.78	$771.13	$771.13	$0.00
		$115.00	$8,441,350.94	$1,200,246.14	$9,641,712.08	$9,641,712.08	$0.00
	TOTAL CLAIM ON CASH				$9,641,712.08		
	DIFFERENCE				$0.00		

Regular Session 28.

Meeting Date: 05/28/2024

Subject

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

a. Sponsorship application from The Falls on the Colorado Museum for the Old Granite School Building. Rehab to be paid for the Hotel/Motel Tax

b. MOU- allowing space to be used by the Bertram Chamber but only for the public purpose of enhancing tourism via a visitor center, no cost, shall be to Burnet County.

c. Renewal application with Defense Logistics Agency for Constable 1 for law enforcement support office (LESO)

d. Renewal application with Defense Logistics Agency for Constable 2 for law enforcement support office (LESO)

e. Contract labor agreement with Wisdom Construction for the labor and materials to install a concrete driveway at the maintenance barn.

f. Contract for DIJ with Precinct 4 for rd work on CR 409

g. Contract with Highland Lakes Publishing for a three month media blast for tourism.

Attachments

Old Granite
Bertram Chamber
LESO 1
LESO 2
Wisdom
DIJ
Highland Lakes

A

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: May 8, 2024

NAME OF EVENT: Old Granite School Building Rehabilitation
NAME OF ORGANIZATION: The Falls on the Colorado Museum

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

PO Box 1333, 2001 Broadway, Marble Falls, TX. 78654

CONTACT PERSON: Amanda Seim

LIST NAMES OF BOARD (if applicable):

Amanda Seim, Chairman; Darlene Oostermeyer, Vice Chairman; Marianne Holland McEwin, Treasurer; Nancy Ebeling, Secretary; Directors: Bob Kent, Danielle Meredith, Rev. George Perry, Marley Porter, Robyn Richter, George Russell, Sharon Spencer and Jase Sutton

DATES OF EVENT:

Rehabilitation work is ongoing with anticipated completion by summer 2025

PROJECTED ATTENDANCE: We anticipate this project will benefit approximately 8,150 people during a 1-year period following completion. This includes anticipated museum visitors, participants in student field trips and other educational programs, users of our teacher/student resources, attendees at special events and users of our online history resources.

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):

$5,000 - "Buy a Window" Sponsorship - Includes name placement on a plaque on the sill of the sponsored window

$10,000 - Includes window sponsorship benefits, plus: recognition as a major sponsor in press releases and on our website

WHAT IS YOUR ADVERTISING PLAN:

We promote our rehabilitation project through various channels, including our museum's website and Facebook page, our Givebutter fundraising website, e-newsletters to our membership and press releases to local media and visitor centers.

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Marble Falls Independent School District - $245,552
Marble Falls EDC - $25,000 (second grant of $25,000 coming after October 1, 2024)
Robyn Richter - $50,000 pledged (multiple Window Sponsorships)
Double O Solutions - $5,000 (Window Sponsorship)
Farmer-Clement Family - $5,000 (Window Sponsorship)
Jane Knapik - $5,000 (Window Sponsorship)
Joe Cude - $5,000 (Window Sponsorship)

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: Amanda Seim

Print name: Amanda Seim

Title: Chairman

Date: May 8, 2024

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

MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND THE BERTAM CHAMER OF COMMERCE FOR OFFICE SPACE ALLOCATED AT THE BERTRAM LIBRARY

MEMORANDUM OF UNDERSTANING AFFIRMING PHYSICAL SPACE OWNED BY BURNET COUNTY AT THE BERTAM LIBRARY BUILDING MAY BE ASSIGEND FOR USE BY THE BERTRAM CHAMBER OF COMMERCE FOR FUNCTIONS THAT BENEFIT THE CITIZENS OF BURNET COUNTY.

RECITALS

WHEREAS, Burnet County is a local governmental entity located within the State of Texas responsible for the well-being of its citizens. In that endeavor, Burnet County operates a library system that is utilized by its citizens. One of the libraries in said system is located in Bertram, Texas.

WHEREAS, the Bertram Chamber of Commerce is a non-profit entity that serves the citizens of Bertram, Texas. The City of Bertram is located within the confines of Burnet County. As a part of its duties, the Bertram Chamber of Commerce is dedicated to promoting tourism which results in economic opportunities to all citizens in the city of Bertram. Said promotion further provides economic opportunities to the citizens of Burnet County as tourist visit other areas of Burnet County.

WHEREAS, Burnet County has an area within the Bertram Library that can be utilized by the Bertram Chamber of Commerce solely to promote tourism in the form of a visitor center. Said use is deemed to benefit not only the citizens of the City of Bertram, but also the Citizens of Burnet County. Aside of the positive economic opportunities for citizens that arises from the promotion of tourism, the use of said space by the Bertram Chamber of Commerce will assists Burnet County in promoting visitation to the library itself. Said memorandum of understanding allows Burnet County to share space with another entity that further benefits the citizens of the county.

The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

1. Burnet County is the owner of property known as the Bertram Library in Bertram, Texas.

2. Burnet County is granting permission to the Bertram Chamber of Commerce to use assigned space within the Bertram Library to operate a visitor center. No other Bertram Chamber of Commerce service outside of the promotion of tourism may be conducted at the location. The predominate purpose of use of this space is to accomplish this public purpose. Said permission is indefinite or until notice is provided otherwise.

3. The Bertram Chamber of Commerce understands that any equipment, furniture, and/or fixtures located in its assigned area is owned by Burnet County. The Bertram Chamber of Commerce must keep and maintain the equipment, furniture, and/or fixtures plus the physical area in a good, clean condition of repair and maintenance at all times.

4. Any damages to any areas in the Bertram library building which are attributed to the Bertram Chamber of Commerce via its employees, representatives, and/or invitees (including but not limited to the area assigned to Bertram Chamber) shall be borne by the Bertram Chamber of Commerce.

5. Any damages to any equipment, owned by Burnet County, which is attributable to Bertram Chamber of Commerce shall be borne by the Bertram Chamber of Commerce.

6. It is the intent that the use of this space shall not create any debt or cost to Burnet County. Any cost of utilities, to include electricity, water, waste water, etc. in the area assigned to the Bertram Chamber of Commerce shall be incurred by the Bertram Chamber of Commerce. Any expenses due to internet service in the space assigned to the Bertram Chamber of Commerce shall be paid by the same.
   A. Because all utilities to the building are paid by Burnet County, the Burnet County Auditor's Office shall set up a reimbursement system so that said costs are reimbursed to Burnet County on a consistent basis. It is estimated that said expenses shall be less than $25.00 per month.

7. The Bertram Chamber of Commerce shall cease the use of the area within 30 days of notice provided by either Burnet County for any reason whatsoever. Should any such notice occur, Bertram Chamber of Commerce shall not expect to be provided with a new space location within any building owned or operated by Burnet County.

8. While using the assigned space, the Bertram Chamber of Commerce acknowledges that Burnet County may temporarily use same area in a manner that does not interfere with any Bertram Chambeer of Commerce visitor center scheduled activity. Any damages to the area and/or equipment owned by the Bertram Chamber of Commerce that is attributable to Burnet County shall be borne by Burnet County. Should any dispute or issue arise regarding the use of this shared space, the decision of Burnet County shall control.

9. The Bertram Chamber of Commerce agrees that Burnet County will provide general maintenance and cleaning needs to its assigned area. The Bertram Chamber of Commerce shall not remodel or change any of the existing structure in the assigned area.

10. Burnet County shall control the Bertram Chamber of Commerce access to the building. In order to ensure safety and security, Burnet County may provide separate access and keys for independent ingress/egress into the Bertram Chamber of Commerce assigned area without affecting the functions of the remaining portions of the building that remain under the care and control of the Bertram Library staff and/or personnel. Any costs associated with this shall be borne by Burnet County.

11. The parties agree that they will indemnify the other party for any injuries, damages, or torts arising out of the intentional acts or acts of negligence of their personnel/volunteers/employees/guests who use and control the facility area located therein.

ADOPTED by this _____day of _______________, 2024.

____

James Oakley
Burnet County Judge

Lori Ringstaff
Lori Ringstaff
President
Bertram Chamber of Commerce

DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only) ***Indicates Required Fields***

SECTION 1:

*Agency Name: Burnet County Constable Precinct 1 Originating Agency Identifier (ORI) #:(if applicable) TX0270800

*Agency Physical Address: 220 S. Pierce *City: Burnet

*State: TX *Zip Code: 78611 *NCIC P.O. Box or Address (if different than above i.e., terminal location):

*Phone #: (512) 756-5416 *Email: lray@burnetcountytexas.org Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: 1 *Part-time:

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	Constable	Leslie	Ray	lray@burnetcountytexas.org	(512) 756-5416	(aircraft/samll arms/vehicle)
#2						
#3						
#4						
#5						
#6						
#7						

Version: November 2022

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
Constable	Leslie	Ray

*EMAIL	*SIGNATURE	*DATE
lray@burnetcountytexas.org	[signature]	05/20/2024

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s)and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: ______

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Burnet County Constable Precinct 1

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) **STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB)(or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): John Riddick

State Point of Contact (SPOC): Patricia Deaver

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) **PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) **LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program, for timely and accurate guidance, information, forms and links concerning the program.

7) **ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) **ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA's, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA's authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA's inventory is completely cleared.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) <u>The State shall:</u>

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) <u>The LEA shall:</u>

i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.

ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.

iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) <u>The LESO shall:</u>

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) <u>The State shall:</u>

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

<u>The LEA shall:</u>

a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.

b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.

c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.

d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). ***Suspension***-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. ***Termination***-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. ***Restricted Status***-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): ______________________ Date (MM/DD/YYYY): __________

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Constable

Full Name (Print): Leslie Ray

Signature (Sign): Leslie Ray Date (MM/DD/YYYY): 05/20/2024

Civilian Governing Body Official (CGB) (or designee):

Title (Print): Burnet County Judge

Full Name (Print): James Oakley

Signature (Sign): ______________________ Date (MM/DD/YYYY): __________

DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only) **Indicates Required Fields*

SECTION 1:

*Agency Name: Burnet County Constable Precinct 2 Originating Agency Identifier (ORI) #:(if applicable) 0270900

*Agency Physical Address: 220 South Pierce Street, Suite 109 *City: Burnet

*State: TX *Zip Code: 78611 *NCIC P.O. Box or Address (if different than above i.e., terminal location)

*Phone #: (512) 715-5237 *Email: gadams@burnetcountytexas.org Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: 1 *Part-time:

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	CONSTABLE	Garry	Adams	gadams@burnetcountytexas.org	(512) 715-5237	
#2						
#3						
#4						
#5						
#6						
#7						

Version: November 2022

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
Constable Precinct 2	Garry	Adams

*EMAIL	*SIGNATURE	*DATE
gadams@burnetcountytexas.org		05/20/2024

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s)and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Law Enforcement Agency (LEA)

1) **PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) **AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) **GENERAL TERMS AND CONDITIONS** "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) **STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB)(or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): John Riddick

State Point of Contact (SPOC): Patricia Deaver

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) **PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) **LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program, for timely and accurate guidance, information, forms and links concerning the program.

7) **ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) **ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA's, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA's authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA's inventory is completely cleared.

9) PROPERTY ALLOCATION

a) <u>The LESO shall:</u>

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) <u>The State shall:</u>

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) <u>The LEA shall:</u>

i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.

ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.

iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) <u>The LESO shall:</u>

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) <u>The State shall:</u>

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.

b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.

c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.

d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination-*The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. *Restricted Status-*A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs..

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): ______________________ Date (MM/DD/YYYY): __________

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Burnet County Precinct 2 Constable

Full Name (Print): Garry Adams

Signature (Sign): ______________________ Date (MM/DD/YYYY): 05/20/2024

Civilian Governing Body Official (CGB) (or designee):

Title (Print): Burnet County Judge

Full Name (Print): James Oakley

Signature (Sign): ______________________ Date (MM/DD/YYYY): __________

CONTRACT BETWEEN

WISDOM CONSTRUCTION AND BURNET COUNTY, TEXAS

This Contract is executed by and between WISDOM CONSTRUCTION and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

It is AGREED and UNDERSTOOD that this Contract is for the labor and materials necessary to prepare and install a concrete addition to the driveway.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per Exhibit A: PROPOSAL, dated 4-19-24

It is AGREED and UNDERSTOOD that this Contract includes Exhibit B: Burnet County Standard Terms and Conditions attached herein.

The CONTRACTOR responsibilities shall include the following:

Scope of Work described in Exhibit A attached herein and including the following:

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Job project will not be paid until COUNTY is satisfied with completion.

Insurance

A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.

B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Burnet County Standard Terms and Conditions.

C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY upon request and/or upon any change in coverage.

Termination Provisions

This contract is effective beginning **May 28, 2024** until job completion; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving ten (10) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

Early Termination of Contract and Late Fees

In the event that COUNTY cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

Contract Amendments

A. This contract may be amended by mutual agreement of both the CONTRACTOR and the COUNTY.
B. All amendments shall be in writing and approved by the COUNTY and the CONTRACTOR'S authorized representative.

Payment Terms

The COUNTY shall pay to the CONTRACTOR its fee of price not to exceed $30,000.00 for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

If requested, CONTRACTOR shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.

If required by Burnet County, CONTRACTOR'S personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. The Burnet County Juvenile Board will determine what it means by" pass" a criminal background check, and the County reserves the right to exclude any worker from access to the facility for security purposes, within the sole discretions That status, within the County's sole discretion, must be maintained by all of CONTRACTOR's personnel entering COUNTY buildings for the duration of the contract.

The COUNTY reserves the right to conduct additional Criminal Background Checks as it deems necessary.

Bonds

The CONTRACTOR shall submit bonds as required by Texas Government Code 2253.

Warranty

The work performed by CONTRACTOR includes a one year workmanship warranty. If any item manufactured by CONTRACTOR fails under normal wear and tear then it will be replaced at the cost of the CONTRACTOR.

SPECIAL CONDITIONS

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.

RIGHT OF ENTRY. The COUNTY reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said COUNTY may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that it will indemnify and save the COUNTY harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the COUNTY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the COUNTY by either the CONTRACTOR or his Surety.

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the COUNTY shall inspect the work and within said time, prepare and send a list of deficiencies. If there are not deficiencies found then COUNTY will process final payment.

FINAL PAYMENT. The COUNTY, who shall pay to the CONTRACTOR on or before the 35th day, after the date of Project Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract.

PAYMENTS WITHELD. The COUNTY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:
(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims.
(c) Failure of the CONTRACTOR to make payments properly to subcontractors or for Material or labor.
(d) Damage to another contractor.
(e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
(f) Reasonable indication that the work will not be completed within the contract time.

CHANGE ORDERS: Without invalidating this Agreement, the COUNTY may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the COUNTY after formal approval of Burnet County. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

EXAMINATION OF SITE OF PROJECT. CONTRACTOR shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

TRADE NAMES AND MATERIALS. Where materials or equipment are specified by a trade or brand name, it is not the intention of the COUNTY to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean the equivalent of, or equal to some other thing, in the opinion or judgment of the COUNTY. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the COUNTY, and the COUNTY shall have the right to require the use of such specifically designated material, article or process.

BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the CONTRACTOR shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

RESTORATION OF SITE & CLEANUP. Upon completion of the project (or major portions thereof) the CONTRACTOR shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The CONTRACTOR shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

SAFETY.

- In accordance with generally accepted construction practices, the CONTRACTOR alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the COUNTY to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures, in, or on, or near the construction site.

EXISTING UTILITIES AND SERVICE LINES. The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at CONTRACTOR'S cost and expense.

PROTECTION OF PROPERTY. The CONTRACTOR shall, at no additional expense to the COUNTY, protect by false work, braces, shoring or other property along the line of work or affected directly by CONTRACTOR work, against damage and shall repair the damages or repay the injured COUNTY if such damage occurs. The CONTRACTOR shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the CONTRACTOR without additional compensation. Protection is

CONTRACTOR'S responsibility and CONTRACTOR must satisfy as to the existence and location of all utilities and structures.

CONTRACTS IN DEFAULT. The COUNTY may declare a contract in default for any one or more of the following reasons:

- Failure to complete the work within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the COUNTY within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the COUNTY.

INDEMNITY: CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, injuries, lawsuits, administrative actions and other claims whether such claims are based on contract, statute or common law theories of recovery. This indemnity and hold harmless provision applies to all acts of alleged negligence, gross negligence and intentional acts *on the part of any party* to this contract, any officers, contractors, employees, elected employees, appointed employees, volunteers or reserve officers.

INTERPRETATION OF CONTRACT AND EXHIBIT B: "Burnet County Standard Terms and Conditions" have traditionally been made part of every Burnet County Contract. To the extent that the "Burnet County Terms and Conditions" are found to be in direct conflict with any of the terms and conditions of this document, the terms of this document will control. Otherwise, the Parties agree that this contract should be interpreted so that that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

APPROVED:

BURNET COUNTY:

	Ty Wisdom - Owner
Burnet County, Texas	WISDOM CONSTRUCTION
	5/7/2024
Date	Date

EXHIBIT A

Proposal

Wisdom Construction

622 Ballard Street
Tow, Tx 78672
512-755-5593
Email: wisdomtyler5@gmail.com

Date: 4/29/2024

Name: Burnet County Maintenance	Phone: 512-755-9603
Street: 601 Coke Street	Job Name: Concrete Addition/ Driveway
City: Burnet	Job Location: Burnet County Maintenance Dept.
State & Zip: Texas , 78611	Job Phone: 512-755-9603

We herby propose to do the work described below:

1. Remove road base/gravel from driveway beside maintenance shop and get it down to grade.
2. Install form boards for concrete driveway that is approximately 170' long.
3. The driveway form boards will be 60 feet wide for approximately 20 feet long that tie into the existing concrete slab that is already there. It will square off and then continue straight back 20' wide to where it reaches the end of the shed where the equipment is parked. We will have a belly in it that will taper off towards the back of the driveway.
4. Install 3/8's rebar 16" on center.
5. Pour the concrete with a light broom finish. The overall thickness of the concrete will be 5 inches thick.
6. Remove form boards and haul away debris from jobsite.

We herby propose to furnish material and labor-complete with above specifications, for the sum of:

Dollars ($ **$30,000.00**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge charge over and above estimate.

Authorized signature Tyler Wisdom

Note: This proposal may be withdrawn by us if not accepted within 3 days

Acceptance of Propsal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made out as outlined above.

Signature: ______________________

Date of Acceptance ______________________

Signature: ______________________

EXHIBIT B
STANDARD PURCHASE TERMS AND CONDITIONS
DEPARTMENT OF PURCHASING
BURNET COUNTY, TEXAS

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually accepts the goods at the point or points of delivery.

4. FOB POINT - Delivery of all products under this contract shall be made Free On Board to final destination, at the address shown in this contract or as indicated on each Delivery Order placed against this contract. The title and risk of loss of the goods shall not pass to Burnet County until receipt and acceptance takes place at the F.O.B. point.

5. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order release entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES AND PAYMENTS

a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Burnet County Auditor's Office, 133 E. Jackson St, Burnet, Texas 77806. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditor's Office advised of any changes in your remittance addresses.

b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

c. Do not include Federal Excise, State, County, or City Sales Tax. The County shall furnish tax exemption certificate upon request.

8. GRATUITIES - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS & TEST EQUIPMENT - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. . PRODUCT WARRANTIES - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS - Seller warrants that all applicable patents and Copyrights which may exist on items bid upon have been adhered to and further warrants that Burnet County shall not be liable for any infringement of those rights. Seller agrees to defend Burnet County in any legal cause of action resulting from any violations to existing patents, licenses, or copyrights applicable to items sold hereunder.

14. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17 FORCE MAJEURE - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrectio ns, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

18. . ASSIGNMENT DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. . WAIVERS - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. . MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. . INTERPRETATION PAROL EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. . APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. ADVERTISING - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. . RIGHT TO ASSURANCE - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County,Texas.

26. INSURANCE – Construction and professional service providers shall purchase and maintain the following insurance the entire term of the contract. 1. Worker's Compensation in accordance with statutory requirements. 2. Commercial General Liability Insurance with a combined minimum of $1,000,000 per occurrence. 3. Automobile Liability Insurance, covering owned, hired and non-owned vehicles with combined minimum limit for Bodily Injury and Property Damage of $1,000,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident), and $100,00 for property damage.

27. POTENTIAL CONFLICTS OF INTEREST – An outside consultant or contractor is prohibited from submitting a bid for services on a Burnet County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliated, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Burnet County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250.00 given to any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Burnet County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

28. By accepting this Purchase Order, the seller verifies that it does not boycott Israel and will not boycott Israel during the term of the contract with Burnet County.

May 22, 2024

Work Order for contract by and between Burnet County, Precinct 4 & D.I.J. Construction

Work to be performed prior to September 30, 2024.

CR 409 : +/-0.4 miles
Project scope: Continuous double yellow thermoplastic striping, yellow reflective centerline markers and two stop bars.

Quantities:
+/- 2,112 LF of double yellow striping at 0.70 cents/LF = $1,478.4
Yellow Reflective markers (RPM) every 40' = 53 markers @ $3.15 each = $166.95
2 - White 24" stop bars @ $100/each

Total for CR 409 approximately = $1,845.35

TOTAL WORK ORDER NTE = $2,000.00 out of 4920 "Contract Labor"

Joe Don Dockery
Burnet County Commissioner
Precinct 4
Cell 512-715-2911
jdockery@burnetcountytexas.org

TOURISM/MARKETING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF BURNET

THIS CONTRACT FOR TOURISM/MARKETING SERVICES is made by and between the County of Burnet, hereinafter called "County" and Highland Lakes Publishing "Contractor" for the purpose of contracting for Marketing Services.

WITNESSETH

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

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

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

AGREEMENT

ARTICLE 1
SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

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

ARTICLE 2
CONTRACT PERIOD

This contract shall terminate at the close of business on August 14, 2024, unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article 6– Supplemental Agreements, or otherwise terminated, as provided in Article 11 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is **$2397.00**. Payments will be based upon monthly invoices detailing services rendered, with a maximum allowable monthly payment of $799.00. The Contractor agrees to furnish the work as described in the attached proposal for a fee not to exceed $2397.00.

ARTICLE 4
SUSPENSION

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

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

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

ARTICLE 5
ADDITIONAL WORK

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

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

ARTICLE 6
SUPPLEMENTAL AGREEMENTS

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

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

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

ARTICLE 7
PUBLIC INFORMATION ACT

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

ARTICLE 8
PERSONNEL, EQUIPMENT, AND MATERIAL

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

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

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

ARTICLE 9
SUBCONTRACTING

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

ARTICLE 10
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

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

ARTICLE 11
TERMINATION

This contract shall terminate at the close of business on August 14, 2024 unless extended as provided in Article 6 – Supplemental Agreements.

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

1. By mutual agreement and consent, in writing, of both parties;

2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;

4. By the County, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and

5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

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

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

ARTICLE 12
COMPLIANCE WITH LAWS

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

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

ARTICLE 13
INDEMNIFICATION

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

ARTICLE 14
CONTRACTOR'S RESPONSIBILITY

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

ARTICLE 15
INSURANCE

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

ARTICLE 16
SUCCESSORS AND ASSIGNS

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

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

ARTICLE 17
SEVERABILITY

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

ARTICLE 18
PRIOR CONTRACT SUPERSEDED

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

ARTICLE 19
NOTICES

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

COUNTY	**CONTRACTOR**
James Oakley, County Judge	Highland Lakes Publishing
Burnet County Courthouse	
220 S. Pierce Street	P.O. Box 1000
Burnet, Texas 78611	Marble Falls, Texas 78654

ARTICLE 20
SIGNATORY WARRANTY

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

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

COUNTY	CONTRACTOR
BY:______________________________	BY:____________________________
James Oakley, Burnet County Judge	Highland Lakes Publishing
Burnet County Courthouse	Highland Lakes Publishing
220 S. Pierce Street	P.O. Box 1000
Burnet, TX 78611	Marble Falls, TX 78654
Date: ____________________________	Date: ___________________________

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