



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

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

AMENDED

REGULAR MEETING DATE: Tuesday, AUGUST 27, 2024

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation of a Proclamation to declare September 11th a day of service and remembrance in Burnet County (Oakley)

Attachments

9/11 Remembrance

5. Presentation from Kelly Tarla with Agri-Life for the following:
 - a. V.G. Young Institute Certificate to Damon Beierle
 - b. 4-H Scholarships
 - c. 2023-2024 4-H Update
6. Discussion and/or action regarding the reappointment of Judge Roxanne Nelson to the Bluebonnet Trails Community Services Board of Trustees for the period of September 1, 2024 - August 31, 2026 (Oakley)
7. Discussion and/or action regarding the acceptance of the donation in the amount of \$5,754.00 from the 2024 Burnet County Employee picnic basket drawing and proposed distribution of funds to a local non-profit (Oakley)
8. Discussion and/or action regarding the results of the Burnet County Salary Grievance Committee with recommendations and/or direction (Oakley)

9. Public Hearing on the County Clerk Records Archive Plan at 9:30 a.m. (Oakley)
10. Discussion and take action on the County Clerk Records Archive Plan (Oakley)

Attachments
Cty Clerk Archive Plan
11. Public Hearing on the 2024-2025 Budget at 9:30 a.m. (Oakley)
12. Discuss the 2024-2025 Budget and take action as necessary (Oakley)
13. Consider and take action on the adoption of the 2024-2025 Budget at 10:00 a.m. (Oakley)
14. Public Hearing on the 2024 Tax Rate which will fund the 2024-2025 Budget at 9:30 a.m. (Oakley)
15. Consider and take action to adopt the 2024 General Ad Valorem Tax Rate, and the Special Road and Bridge Tax Rate, and the Debt Tax Rate, which will fund the 2024-2025 Budget at 10:00 a.m. (Oakley)
16. Consider and take action to ratify the 2024 Property Tax Rate (Oakley)
17. Discussion and/or action regarding adopting letter prepared by Hill Country Alliance asking State legislators to adopt changes or repealing HB3697 passed during the previous legislative session (Beierle)

Attachments
Hb 3697
18. Discussion and/or action regarding setting the Sheriff and Constables Fees for 2024 (Oakley)

Attachments
Sheriff and Constable Fees
19. Discussion and/or action on an advanced funding agreement between Burnet County and TXDot regarding improvements to rail road crossing at CR 269 in the vicinity of Oak Road. Said improvements shall be constructed by TXDot with the understanding that Burnet County will thereafter maintain the changes done to CR 269 (Beierle)

Attachments
RR Funding Agreement
Funding Agreement Exh A
Agreement Exh B
Agreement Exh C
RR Order
20. Discussion and/or action for approval of the Treasurer's Monthly Report - July 2024 (Oakley)

Attachments
Treasurer report July
21. Discussion and/or action in regard to moving the regularly scheduled Commissioners Court meeting from October 22nd to October 18th (Oakley)

22. Discussion and/or action concerning a replat of lots 118-121, Deer Springs to be known as lots 118A and 121A, Deer Springs, a combination of 4 lots into 2 (Luther)
23. Discussion and/or action concerning a request for a variance from the Burnet County Subdivision Regulations by SV2 Liberty, LLC to allow 2 flag lots for the Burnet County portion of the proposed Dickinson Ranch Subdivision (Wall)
24. Discussion and/or action concerning a burn ban for the unincorporated areas of Burnet County (Oakley)
25. **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).
26. Reconvene in Open Session.
27. Discussion and/or action regarding items discussed in Executive Session.
28. Discussion and/or action regarding Department Updates:
29. Acknowledgment of Receipt:
 - a. Amendment of the Jail Commissary agreement
 - b. Windermere Oaks Notice
 - c. TCEQ Notice
 - d. Notification of Objection for proposed Scrap Tire Storage Site from Forrestwood Five, LLC

Attachments

Jail Commissary Amendment

Windermere Oaks notice

TCEQ notice

Notification from Forrestwood

30. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Interlocal agreement with Coryell and McLennan Counties for the FY25 MVCPA grant for the Heart of Texas Auto Theft Task Force
 - b. Contract renewal for one year with Collin County to provide Jail Services beginning Oct. 1, 2024 - Sept. 30, 2025
 - c. Interlocal agreement with Kendall County for Jail Services
 - d. Interlocal agreement with Bexar County for Jail Services
 - e. Approval and signing of the FY2024 amendment to the FY2024 MOU with Burnet County, Burnet County Sheriff's Office and Bluebonnet Trails Community Services for additional time to 11/30/24 and additional \$26,597.00 for the Crisis Diversion program
 - f. Dental Contract between Burnet County and Texas Mobile Dentists, Inc. d/b/a Enable Dental for on-site services
 - g. Contract labor agreement with DIJ Construction, Inc. for road striping on Co. Rd. 200 from Hills of Shady Grove to FM 1174
 - h. Lease agreement for the County Employee Appreciation Banquet
 - i. Eagle Contract Amendment to remove a portion of the software not needed in Burnet County
 - j. Proposal from Cadence Bank to finance (4) 2025 Mack GR64F Dump Trucks
 - k. East Texas Mack Buy Back Program for 2025 Mack GR64F Dump Trucks
 - l. Sponsorship application for Music on Main in Marble Falls to be paid for by HOT funds
 - m. Burnet County Vyve Broadband Contract

Attachments
Heart of Texas
Collin Cty Renewal
Kendall Cty Interlocal
Bexar Cty Interlocal
MOU Bluebonnet trails
Dental Contract
DIJ Contract
Banquet Lease Agreement
Eagle/Tyler Contract
Proposal for Trucks
Buy Back Program
Music on Main
Vyve Broadband contract

31. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
a. Award the bid for the road work to be performed on CR 420

Attachments
KC Engineering

32. 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.
33. Calendar Review.
34. Adjournment

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

Posted by 5:00 o'clock P.M. on the 23rd day of August, 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

4.

Meeting Date: 08/27/2024

Subject

Presentation of a Proclamation to declare September 11th a day of service and remembrance in Burnet County (Oakley)

Attachments

9/11 Remembrance



BURNET COUNTY 9/11 REMEMBRANCE

PROCLAMATION

WHEREAS, on September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation's history with courage and heroism; and

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, the Serve America Act, approved by Congress and enacted into law on April 21, 2009, directed September 11th to be observed and recognized as an annual "National Day of Service and Remembrance" and charged the Corporation for National and Community Service with leading this nationwide effort; and

WHEREAS, participating in service and remembrance activities on September 11th is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today, including active-duty and reserve soldiers and their families, veterans, and first responders; and

WHEREAS, September 11th National Day of Service and Remembrance activities are being organized by a variety of non-profits, faith-based and community groups, public agencies, educational institutions, private businesses, and other organizations across the nation; and

WHEREAS, on September 11, 2024, and on the days leading up to and following this day, citizens of Burnet County have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs; and

NOW THEREFORE, I, James Oakley, Burnet County Judge, proclaim September 11th a Day of Service and Remembrance in Burnet County, and call upon the people of Burnet County to honor the lives of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.

Judge James Oakley

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

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County Judge

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Joe Don Dockery
Precinct 4

Regular Session

10.

Meeting Date: 08/27/2024

Subject

Discussion and take action on the County Clerk Records Archive Plan (Oakley)

Attachments

Cty Clerk Archive Plan



THE COUNTY OF BURNET

Vicinta Stafford
Burnet County Clerk
220 S. Pierce St.
Burnet, Texas 78611
512-756-5406

Burnet County Clerk Archive Plan FY2025

The goal of the Burnet County Clerk Archive Plan, which was established in 2018, was to archive/digitize all records filed in the County Clerk's office. The continuation of this plan will be completed in FY2025.

The contract total for this phase of the project was \$329,826.47. It included 2,800 pages of maps/plats, 515 volumes of records consisting of 317,245 pages, and 4,800 pages of probated wills. The digitizing portion of this project, has been completed, and all original documents are expected back in Burnet County by the end of the year. An error was discovered in their original amount this year during review. The contract total error was \$33,169.50. They have completed the project, but with the error, Burnet County still owes the remaining balance of \$33,169.50.

In addition to this project, the County Clerk's office was quoted a price of \$34,042.05 for a Quicklink product that will make these documents accessible. The County Clerk, with assistance from the reclassified Chief Deputy position, plan to do this project in house to eliminate the large expense. A portion of the reclassified Chief Deputy position will be funded through the County Clerk Records Archive Fund.

This project will allow for expedited record searching, provide public information to citizens, and preserve original records by reducing daily usage.

The Burnet County Clerk is progressive in the preservation of current and historical records, utilizing the County Clerk Records Archive Fun to preserve and enhance the integrity of the existing system for recording and preserving public documents.

Vicinta Stafford
Burnet County Clerk

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

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Precinct 4

Regular Session

17.

Meeting Date: 08/27/2024

Subject

Discussion and/or action regarding adopting letter prepared by Hill Country Alliance asking State legislators to adopt changes or repealing HB3697 passed during the previous legislative session (Beierle)

Attachments

Hb 3697

Policy Memo Regarding Impacts of HB 3697 on Rural Counties

Dear [Insert Name of Representative],

In the 88th Session, members of the legislature passed HB 3697, a bill introduced by Representative Terry Wilson and sponsored by Senator Paul Bettencourt, which impacted various areas of the county subdivision platting process, including striking out an important part of the Local Government Code Section 232.001 that required subdivisions to go through the platting process, regardless of whether the roads they were building were public or private. Linked [here](#) is the conference report for your reference. **The result of this strikethrough is that developers subdividing land into 10+ acre lots are interpreting the law to mean that they are exempted from platting so long as streets, alleys, squares, parks, or other parts of the tract are not dedicated to public use.**

As county commissioners representing various rural counties in Central Texas, we appreciate that the intent of HB 3697 was to clarify the platting and protect the private property rights of land developers. However, we believe that the change made to Section 232.001 (a) of the Local Government Code, in bold above, has had unintended consequences that threaten the health and safety of our citizens, disadvantage unknowing property buyers at the gain of irresponsible land developers, and ultimately place undue financial burden on counties.

We write this letter to outline our areas of greatest concerns in the hopes that the legislature may pass an administrative fix for the **unintended impacts of HB 3697**:

Developers may now try to circumvent the platting process by declaring all roads private in subdivisions with 10+ acre lots. In our rural counties, most subdivisions are for 10+ acre lots, which means that as a result of HB 3697, we have lost our main tool for protecting our citizens from irresponsible development. It is via the platting process that we ensure roads are accessible to Emergency Service Providers like the Fire Department and ambulances, and that residents relying on wells have adequate groundwater supply. Developers that have the option to get around our subdivision regulations and pre-platting requirements, such as groundwater availability studies, will almost always choose to do so. We are not sure this point was fully understood when the bill was passed nor if HB 3697 negates the intent of enrolled SB 2440 to ensure groundwater is an available resource. County governments want to be very clear: with this change, we have few tools to guide most of the development in our rural counties.

Collectively, since the passage of this bill, we have seen over a dozen subdivisions that were formerly in the platting process exempt themselves from platting, getting around our groundwater availability study requirements and road standards.

Irresponsible land developers can take advantage of unknowing property buyers, who may struggle to insure their property or secure a mortgage given substandard access to emergency services and water. Purchasers of land without adequate road access to fire suppression services or a reliable water supply may find it difficult to insure their property or

secure a mortgage given the increasing incidence of wildfire and aquifer decline that we are seeing across Central Texas. Currently, insurance companies are increasing rates or refusing to offer coverage due to fire risk (see Llano County example [here](#)). Over time, these lots without access to basic utility easements, services and resources may lose value, as compared to subdivisions with county standard roads, access to fire and emergency services, and a firm-yield water supply.

Eventually, the county and county taxpayers will take on the burden of upgrading roads and providing water to communities that need and expect basic services. Over time, as the pace of development continues to rise in Central Texas, these rural developments will find themselves seeking access to fire and emergency services. Residents will petition the county for assistance on road and water infrastructure, and with the developer long gone, the financial burden will fall on the county and its taxpayers.

We ask that you consider passing an administrative correction in the 89th Legislative Session, by simply reinstating the language that was struck out in Section 232.001 (a). This correction would go a long way towards restoring the few protections available to property buyers in rural counties, and the limited tools available to rural counties to protect the health and safety of our citizens.

Thank you for your consideration of our concerns,

[Insert Signatures Here]

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

18.

Meeting Date: 08/27/2024

Subject

Discussion and/or action regarding setting the Sheriff and Constables Fees for 2024 (Oakley)

Attachments

Sheriff and Constable Fees

SHERIFFS' and CONSTABLES' FEES			
County	Year	Fee Name	Sheriff_Fee_Amount
<u>CIVIL FEES</u>			
Burnet	2025	All Other Service of Process	\$85
Burnet	2025	All Public Finger printing	\$10
Burnet	2025	Cancellation of Execution or Order of Sale	\$250
Burnet	2025	Citation	\$85
Burnet	2025	Citation - All	\$85
Burnet	2025	Citation by Posting	\$30
Burnet	2025	Citations by Publications	\$85
Burnet	2025	Constable's Court Services Fee	\$85
Burnet	2025	Delinquent Tax Suit	\$85
Burnet	2025	Distress Warrant	\$85
Burnet	2025	Forcible Detainer	\$100
Burnet	2025	Justice Court Writ of Possession	\$85
Burnet	2025	Legal Notice Posting	\$30
Burnet	2025	Out-of-State Summons Notices	\$85
Burnet	2025	Posting any other Notice as required by law, each location	\$30
Burnet	2025	Posting Trustee Sale inside courthouse	\$85
Burnet	2025	Precept to Serve/Notice	\$85
Burnet	2025	Sheriff's Deed/Bill of Sale	\$50
Burnet	2025	Show Cause Notice Order	\$85
Burnet	2025	Subpoenas	\$85
Burnet	2025	Summons Fee	\$85
Burnet	2025	Tax Suit	\$85
Burnet	2025	Temporary Protective Orders	\$85
Burnet	2025	Trustee Sale	\$85
Burnet	2025	Writ - Order of Sales	\$250
Burnet	2025	Writ - Standby	\$50
Burnet	2025	Writ - Tax Warrant	\$250
Burnet	2025	Writ Not Otherwise Provided For	\$250
Burnet	2025	Writ of Attachment	\$250
Burnet	2025	Writ of Execution (2 hour Max)	\$250
Burnet	2025	Per Deputy Per hour after 2 hour + Milage IRS Rate	\$50
Burnet	2025	Writ of Garnishment	\$250
Burnet	2025	Writ of Habeas Corpus	\$250
Burnet	2025	Writ of Injunction	\$250
Burnet	2025	Writ of Possession	\$250
Burnet	2025	Writ of Reentry	\$250
Burnet	2025	Writ of Restitution	\$250
Burnet	2025	Writ of Sequestration	\$250
Burnet	2025	Writ of Turnover Order	\$250
Burnet	2025	Writ-Airplane Recovery	\$250

SHERIFFS' and CONSTABLES' FEES			
County	Year	Fee Name	Sheriff_Fee_Amount
ESTRAY FEES			
Burnet	2025	Chemical Capture Fee / per Animal	\$100
Burnet	2025	Collection Fee for each call or each animal as required by Statute	\$25
Burnet	2025	Drone and Pilot Fee	\$50
Burnet	2025	Hauling Fee - In County - Large - Flat Fee	\$300
Burnet	2025	Hauling Fee - In County - Small - Flat Fee	\$300
Burnet	2025	Hauling Fee - Out/County - Large - Flat Fee 1st 75 miles + \$5.00/ mile over 75 (3 animals)	\$300
Burnet	2025	Hauling Fee - Out/County - Small - Flat Fee 1st 75 miles + \$5.00/ mile over 75 (3 animals)	\$300
Burnet	2025	Livestock Collection Fee	\$25
Burnet	2025	Livestock Estray Sheriff's Fee :	
		Large Animal (1st animal)	\$100
Burnet	2025	Additional Animal	\$50
Burnet	2025	Small Animal (1st animal)	\$50
Burnet	2025	Additional Animal	\$25
Burnet	2025	Exotic Livestock / Foul (1st animal)	\$150
Burnet	2025	Additional Animal	\$75
Burnet	2025	Storage Fee at BCSO Facility:	
Burnet	2025	Large Animal per day	\$20
Burnet	2025	Small Animal per day	\$15
Burnet	2025	Exotic Animal per day	\$20
Burnet	2025	Wrangling Fee for impounded Livestock per Deputy/Emp.	\$50

Burnet County Commissioners Court

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Regular Session

19.

Meeting Date: 08/27/2024

Subject

Discussion and/or action on an advanced funding agreement between Burnet County and TXDot regarding improvements to rail road crossing at CR 269 in the vicinity of Oak Road. Said improvements shall be constructed by TXDot with the understanding that Burnet County will thereafter maintain the changes done to CR 269 (Beierle)

Attachments

RR Funding Agreement
Funding Agreement Exh A
Agreement Exh B
Agreement Exh C
RR Order

CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
District #		AFA ID	
Code Chart 64 #			
Project Name		RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS	

STATE OF TEXAS §

COUNTY OF BURNET §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD CROSSING APPROACHES
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“**TxDOT**”), and Burnet County, acting by and through its duly authorized officials (“**Local Government**”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“**FHWA**”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“**Section 130**”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified the Austin Western Railroad (“**Railroad**”) highway-rail grade crossing DOT 745347T, crossing Oaks Road – County Road 269 in Burnet County, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of passive grade crossing warning to active grade crossing signal upgrade (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs, pavement markings,

CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
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Project Name		RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS	

approach transitions, and other items as listed in Attachment B, that the Local Government will be responsible for maintaining; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated 8/___/24, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the signs, pavement markings, approach transitions, and other items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A.** The agreement is terminated in writing with the mutual consent of the parties;
- B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

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6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State: Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
District #		AFA ID	
Code Chart 64 #			
Project Name		RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS	

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
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Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Signature

James Oakley

Burnet County Judge

Date

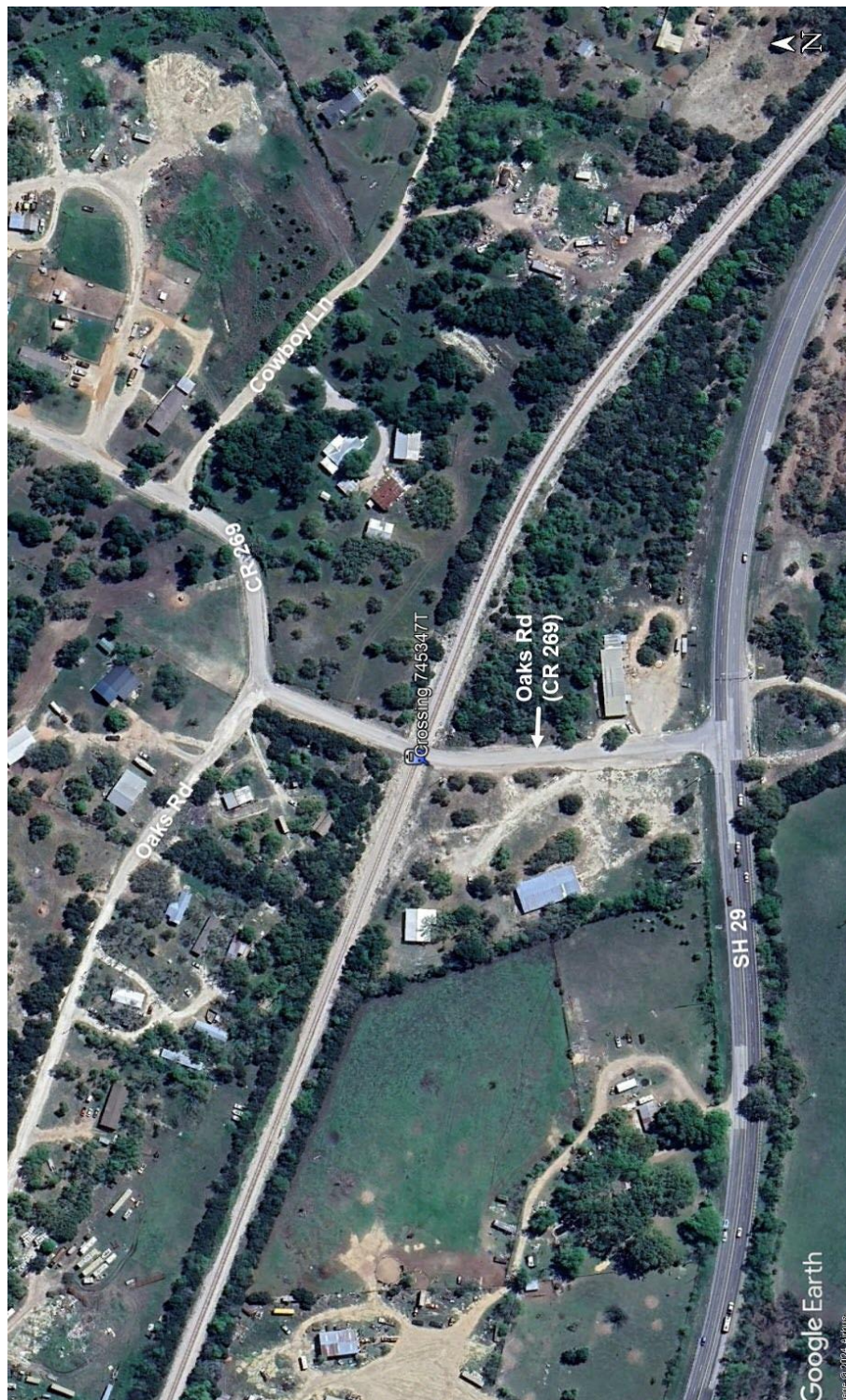
THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services

Date

CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
District #		AFA ID	
Code Chart 64 #			
Project Name		RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS	

Attachment A
LOCATION MAP SHOWING PROJECT



CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
District #		AFA ID	
Code Chart 64 #			
Project Name		RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS	

Attachment B SCOPE OF WORK (SOW)

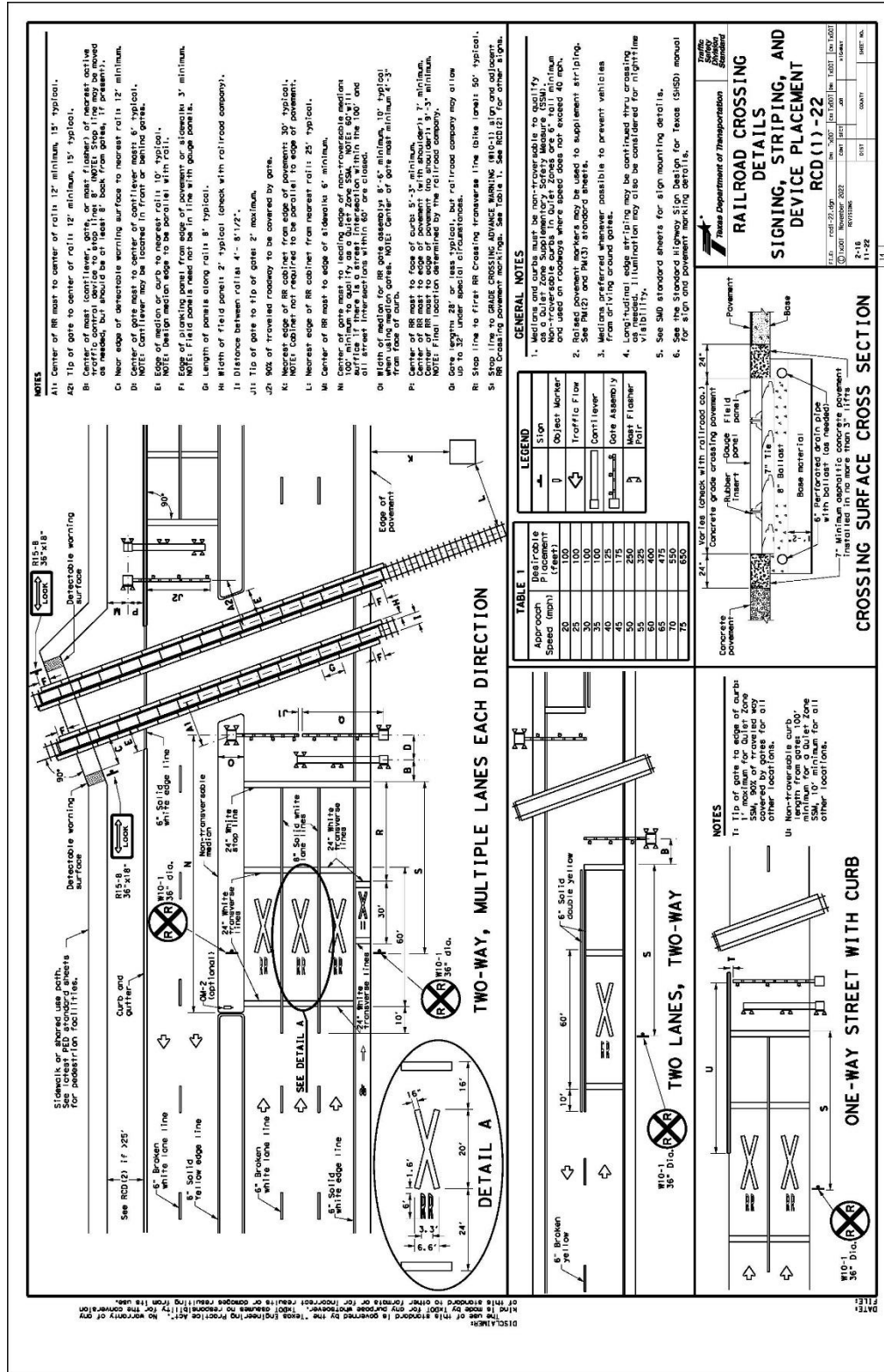
- The Railroad or its Contractor shall remove the existing crossbucks and dispose of foundations.
- The Railroad or its Contractor shall install flashing lights with gates.
- The Railroad or its Contractor shall install climate-controlled signal cabin with constant warning technology.
- The Railroad or its Contractor shall install a new 24' concrete crossing surface.
- The Railroad or its Contractor shall furnish, install and maintain crossbuck (R15-1) signs, number of track (R15-2P) signs when needed, emergency notification (ENS, I-13) signs, and sign mounting brackets.
- The State or its Contractor will furnish, install and/or replace the appropriate pavement markings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor will furnish, install and/or replace the following signs in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD): (1) W10-1, (2) W10-3,(1) W10-11b.
- The State will provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The State and the County agree maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.
- The State and the County agree to trim and maintain trees and vegetation along roadway approaches within their jurisdiction for adequate visibility of the crossing signals and advance warning signs as installed.

NOTES

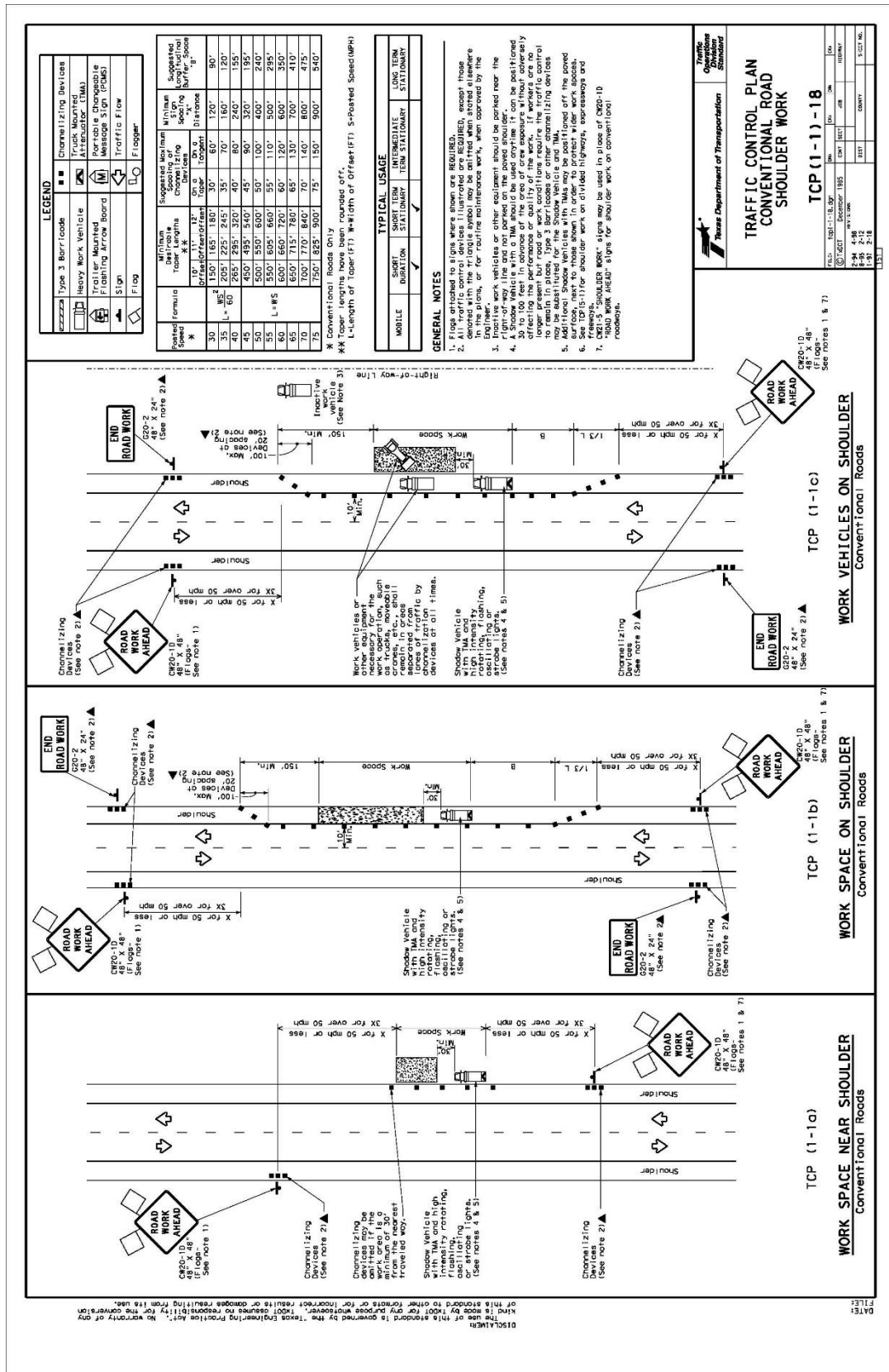
The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices and the attached standard sheets for the installation or upgrade of railroad warning devices.

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets for the installation of the railroad crossing surface.

CCSJ #	0914-24-029		
AFA CSJs	0914-24-029		
District #		AFA ID	
Code Chart 64 #			
Project Name	RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS		



CCSJ #	0914-24-029		
AFA CSJs	0914-24-029		
District #		AFA ID	
Code Chart 64 #			
Project Name	RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS		



AFA
Section 130 Maintenance

CCSJ #		0914-24-029	
AFA CSJs		0914-24-029	
District #		AFA ID	
Code Chart 64 #			
Project Name		RAILROAD REPLANKING, INSTALLATION OF SIGNS AND MARKINGS	

Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

BURNET COUNTY COMMISSIONERS COURT RESOLUTION

AUTHORIZING ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTAINANCE OF RAILROAD CROSSING SIGNS AND PAVEMENT MARKINGS (OFF-SYSTEM)

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the Austin Western Railroad highway-rail grade crossing DOT 745347T, crossing Oak Road – County Road 269 in Burnet County, by convening a Diagnostic Team comprised of interested parties of the Railroad, State and Local government officials for an inspection; and

WHEREAS the Diagnostic Team found that highway-rail grade crossing and approaches to the highway-grade crossing are in need of upgrades for to be in compliance with Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

WHEREAS, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossing into compliance with Federal, State and industry regulatory standards; and

WHEREAS, at the completion of the project, Burnet County, shall receive from TxDOT at no cost, the installed roadway signage and pavement markings that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, Burnet County agrees to maintain the roadway signage and pavement markings to the standards of Burnet County and in compliance with the TMUTCD.

WHEREAS, Burnet County, authorizes an Advance Funding Agreement for Local Government Maintenance of Railroad Crossing Signs and Pavement Markings (Off-System) with Texas Department of Transportation for the Burnet County to maintain the installed signs, sign supports and pavement markings in the standards of Burnet County. The authorized representative of Burnet County is authorized to execute all documents necessary to complete this transaction.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS:

That the Commissioners County authorizes an Advance Funding Agreement with the State of Texas for the maintenance of railroad crossing signs and pavement markings installed on Oak Road – County Road 269

The County Judge is authorized to execute all documents necessary to complete this transaction.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this ____th day of AUGUST, 2024

James Oakley

Burnet County Judge

Burnet County, Texas

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

20.

Meeting Date: 08/27/2024

Subject

Discussion and/or action for approval of the Treasurer's Monthly Report - July 2024 (Oakley)

Attachments

Treasurer report July

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 JULY, 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

Beginning Cash	\$64,726,903.02		Previous Year Balances:
and Investments Balance			\$52,996,127.03
Cash Receipts	\$2,639,403.55		
Allocated Int Earned	\$37,236.49	Combined Int	\$9,738,079.73
Interest Earned	\$254,333.43	\$291,569.92	\$32,930.31
Cash Disbursements	-\$4,493,921.81		\$192,308.82
Month Ending Cash			-\$7,621,754.11
and Investments Balance	\$63,126,718.19		\$55,304,761.47

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

July 2024 contributions received:

Reserve Donations to: VetRides \$11,279.00

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 27th day of August, 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 JULY 2024

Fund		Beq Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
FSBCT								
5	APCA	\$353,723.03	-\$6,827.37	\$5,301,944.14	-\$3,882,193.59	\$6,168.95	\$1,766,646.21	\$1,766,646.21
	DA-SZ	\$87,921.70		\$1,797.25	\$0.00	\$377.25	\$89,718.95	\$89,718.95
	BOND	\$403,082.60		\$39,812.00	-\$60,562.00	\$0.00	\$382,332.60	\$382,332.60
	HISTORICAL COMM	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	JCA-Jury Clearing Acct	\$0.00		\$830.09	-\$830.09	\$0.09	\$0.00	\$0.00
	SEARCH/COPIES	\$0.00	\$50.30	\$29.52	-\$0.01	\$0.01	\$79.81	\$79.81
05-103-100	GEN POOLED CASH	\$7,040,571.56	\$7,953.25	\$8,085,468.48	-\$6,097,280.26	\$30,094.28	\$9,036,713.03	\$9,036,713.03
	FUNDS DETAIL EXHIBIT 'A'							
	County Clerk Clearing Acct	\$0.00		\$114,648.41	-\$114,648.41	\$191.82	\$0.00	\$0.00
	District Clerk Clearing Acct	\$0.00		\$49,376.95	-\$49,376.95	\$107.15	\$0.00	\$0.00
	JP1 Clearing Acct	\$0.00		\$12,171.94	-\$12,171.94	\$31.95	\$0.00	\$0.00
	JP2 Clearing Acct	\$0.00		\$27,429.39	-\$27,429.39	\$70.62	\$0.00	\$0.00
	JP3 Clearing Acct	\$0.00		\$8,983.29	-\$8,983.29	\$19.19	\$0.00	\$0.00
	JP4 Clearing Acct	\$0.00		\$26,938.85	-\$26,938.85	\$63.31	\$0.00	\$0.00
	Treasurer Clearing Acct	\$0.00		\$219,435.72	-\$219,435.72	\$111.87	\$0.00	\$0.00
	TOTAL CASH	\$7,885,298.89	\$1,176.18	\$13,888,866.03	-\$10,499,850.50	\$37,236.49	\$11,275,490.60	\$11,275,490.60
	C.D. Investments							
Ally Bk Sandy	CD-Gen Pooled Cash	\$251,886.47		\$0.00	-\$252,041.04	\$154.57	\$0.00	\$0.00
American Riv	CD-Gen Pooled Cash	\$250,050.36		\$0.00	\$0.00	\$1,030.00	\$251,080.36	\$251,080.36
American Firs	CD-Gen Pooled Cash	\$245,273.86		\$0.00	-\$1,026.99	\$1,061.23	\$245,308.10	\$245,308.10
BluPeak CU	CD-Gen Pooled Cash	\$248,603.35		\$0.00	-\$1,131.29	\$1,169.00	\$248,641.06	\$248,641.06
Citizens Bank	CD-Gen Pooled Cash	\$246,423.01		\$0.00	\$0.00	\$1,102.84	\$247,525.85	\$247,525.85
Encore Bk Litt	CD-Gen Pooled Cash	\$245,138.27		\$0.00	-\$1,037.05	\$1,071.62	\$245,172.84	\$245,172.84
JPMorgan Cha	CD-Gen Pooled Cash	\$251,751.26		\$0.00	\$0.00	\$1,113.24	\$252,864.50	\$252,864.50
Goldman Sach	CD-Gen Pooled Cash	\$245,599.08		\$0.00	-\$1,057.19	\$1,092.43	\$245,634.32	\$245,634.32
First Capital B	CD-Gen Pooled Cash	\$245,260.44		\$0.00	-\$976.64	\$1,009.19	\$245,292.99	\$245,292.99
First OKLA BK	CD-Gen Pooled Cash	\$245,553.10		\$0.00	-\$1,037.05	\$1,071.61	\$245,587.66	\$245,587.66
Kish BK Bellvi	CD-Gen Pooled Cash	\$249,597.95		\$0.00	\$0.00	\$1,040.41	\$250,638.36	\$250,638.36
Neighbors FCU	CD-Gen Pooled Cash	\$245,510.42		\$0.00	-\$1,020.83	\$1,054.85	\$245,544.44	\$245,544.44
Highmark FCU	CD-Gen Pooled Cash	\$0.00		\$245,000.00	\$0.00	\$195.33	\$245,195.33	\$245,195.33
OakStar Bank	CD-Gen Pooled Cash	\$248,034.65		\$0.00	-\$1,039.56	\$1,074.21	\$248,069.30	\$248,069.30
Safra Natl BK	CD-Gen Pooled Cash	\$245,362.47		\$0.00	\$0.00	\$1,123.64	\$246,486.11	\$246,486.11
US BK NATL A	CD-Gen Pooled Cash	\$255,810.30		\$0.00	\$0.00	\$1,158.47	\$256,968.77	\$256,968.77
Americu CR U	CD-Gen Pooled Cash	\$248,036.35		\$0.00	-\$1,126.87	\$1,126.87	\$248,036.35	\$248,036.35
Vibrant CU	CD-Gen Pooled Cash	\$249,131.29		\$0.00	-\$1,131.29	\$1,169.00	\$249,169.00	\$249,169.00
Wells Fargo B	CD-Gen Pooled Cash	\$245,345.68		\$0.00	-\$1,037.05	\$1,071.62	\$245,380.25	\$245,380.25
Western Allian	CD-Gen Pooled Cash	\$246,585.79		\$0.00	\$0.00	\$1,092.43	\$247,678.22	\$247,678.22
Flagstar Bk Na	CD-Gen Pooled Cash	\$249,044.51		\$0.00	\$0.00	\$1,071.63	\$250,116.14	\$250,116.14
Guaranty Bk &	CD-Gen Pooled Cash	\$245,663.18		\$0.00	-\$1,047.12	\$1,082.02	\$245,698.08	\$245,698.08
	Treasury							
FEDERAL HOME LOAN BK		\$1,019,027.78		\$0.00	\$0.00	\$4,166.66	\$1,023,194.44	\$1,023,194.44
		\$6,222,689.57		\$245,000.00	-\$264,709.97	\$26,302.87	\$6,229,282.47	
	TEXPOOL							
	PRESERVATION	\$1,060.47		\$0.00	\$0.00	\$4.65	\$1,065.12	\$1,065.12
	RECORDS ARCHIVES	\$65,800.78		\$0.00	\$0.00	\$297.17	\$66,097.95	\$66,097.95
	ROAD & BRIDGE	\$1,917.95		\$0.00	\$0.00	\$8.68	\$1,926.63	\$1,926.63
	HOTEL/MOTEL	\$718.02		\$0.00	\$0.00	\$3.10	\$721.12	\$721.12
	DEBT SERVICE	\$869.13		\$0.00	\$0.00	\$4.03	\$873.16	\$873.16
	TOTAL TEXPOOL	\$70,366.35		\$0.00	\$0.00	\$317.63	\$70,683.98	
	LOGIC							
	HOTEL/MOTEL	\$1,228,038.41		\$0.00	\$0.00	\$5,635.35	\$1,233,673.76	\$1,233,673.76
	RECORDS ARCHIVES	\$67,467.00		\$0.00	\$0.00	\$309.60	\$67,776.60	\$67,776.60
	ROAD & BRIDGE	\$3,677,862.24		\$0.00	\$0.00	\$16,877.39	\$3,694,739.63	\$3,694,739.63
	GENERAL	\$10,629,668.50		\$0.00	-\$2,000,000.00	\$46,705.59	\$8,676,374.09	\$8,676,374.09
	DEBT SERVICE	\$1,405,130.49		\$0.00	\$0.00	\$6,448.02	\$1,411,578.51	\$1,411,578.51
	TOTAL LOGIC	\$17,008,166.64		\$0.00	-\$2,000,000.00	\$75,975.95	\$15,084,142.59	
	TXCLASS							
	TN2020	\$1,671,687.35		\$0.00	\$0.00	\$7,730.22	\$1,679,417.57	\$1,679,417.57
	ROAD & BRIDGE	\$2,095,586.38		\$0.00	\$0.00	\$9,690.42	\$2,105,276.80	\$2,105,276.80
	GENERAL	\$12,673,098.99		\$0.00	-\$2,000,000.00	\$56,518.91	\$10,729,617.90	\$10,729,617.90
	CARES 2021	\$1,834,179.32		\$0.00	-\$350,000.00	\$8,116.90	\$1,492,296.22	\$1,492,296.22
	TN2022	\$3,247,204.61		\$0.00	-\$125,000.00	\$14,885.47	\$3,137,090.08	\$3,137,090.08
	DEBT SERVICE	\$1,654,798.35		\$0.00	\$0.00	\$7,652.13	\$1,662,450.48	\$1,662,450.48
	REST/DEDICATED FUNDS	\$6,904,661.18		\$0.00	\$0.00	\$31,928.55	\$6,936,589.73	\$6,936,589.73
	TN2023	\$3,459,165.39		\$0.00	-\$750,000.00	\$15,214.38	\$2,724,379.77	\$2,724,379.77
	TOTAL TXCLASS	\$33,540,381.57		\$0.00	-\$3,225,000.00	\$151,736.98	\$30,467,118.55	
	TOTAL INVESTMENTS	\$56,841,604.13	\$0.00	\$245,000.00	-\$5,489,709.97	\$254,333.43	\$51,851,227.59	\$51,851,227.59
	TOTAL CASH	\$7,885,298.89	\$1,176.18	\$13,888,866.03	-\$10,499,850.50	\$37,236.49	\$11,275,490.60	\$11,275,490.60
	LESS FUND TRANSFERS			-\$5,760,928.69	\$5,760,928.69			\$0.00
	LESS INVEST TRANSFERS			-\$245,000.00	\$5,489,709.97			
	INVESTMENTS	\$56,841,604.13	\$0.00	-\$5,244,709.97	-\$5,244,709.97	\$254,333.43	\$51,851,227.59	\$51,851,227.59
	TOTAL CASH & INVESTMENTS	\$64,726,903.02	\$1,176.18	\$2,638,227.37	-\$4,493,921.81	\$254,333.43	\$63,126,718.19	\$63,126,718.19

% Rate for Month	6 Month T-Bill 5.14%	TexPool 5.32%	Logic 5.40%	TX Class 5.45%
	HCNB 5.00%			

**EXHIBIT 'A' -- POOLED CASH
JULY 2024**

Fund	POOLED CASH ACC	adjusted prev mo	Beginning Balance	Current Activity	End Balance	
05-103-100	GEN POOLED CASH				\$9,036,713.03	
05-103-500	PCA/APCA POOLED CASH				\$1,766,646.21	
TOTAL CASH IN BANK POOLED CASH					\$10,803,359.24	
100	GENERAL	-\$63,793.74	\$2,371,284.55	\$2,325,337.43	\$4,632,828.24	\$4,632,828.24
110	CATTY CHCK COLLEC		\$2,569.06	-\$150.00	\$2,419.06	\$2,419.06
120	D.A. SPECIAL		-\$7,699.86	\$0.00	-\$7,699.86	-\$7,699.86
140	ECONOMICAL DEVLPMT		\$166,335.36	\$44,676.54	\$211,011.90	\$211,011.90
150	LAW LIBRARY	\$1,820.00	\$158,824.87	\$3,507.17	\$164,152.04	\$164,152.04
160	WESTERN CTY TWR		\$352,125.99	-\$6,987.56	\$345,138.43	\$345,138.43
170	IHC		\$0.00	\$0.00	\$0.00	\$0.00
180	RESTRICTED	\$1,111.25	\$2,091,810.87	-\$8,654.62	\$2,084,267.50	\$2,084,267.50
190	BCSO CHPTR 59		\$46,172.78	\$167.91	\$46,340.69	\$46,340.69
200	LIB	\$807.75	\$22,991.58	-\$61,805.18	-\$38,005.85	-\$38,005.85
201	HBL DONATIONS		\$2,558.86	\$0.00	\$2,558.86	\$2,558.86
202			\$0.00	\$39,575.01	\$39,575.01	\$39,575.01
210	HISTORICAL COMM	\$45.00	\$162,645.58	\$900.56	\$163,591.14	\$163,591.14
211	LOCAL YOUTH DIVERSION		\$3,333.80	\$0.00	\$3,333.80	\$3,333.80
221	COUNTY REC MGMT		\$2,054.70	\$43.15	\$2,097.85	\$2,097.85
222	CCLK RECORDS	\$25,371.76	\$378,058.40	\$22,005.25	\$425,435.41	\$425,435.41
223	DCLK RECORDS		\$196,226.95	\$4,470.73	\$200,697.68	\$200,697.68
230	TECHNOLOGY FNC	\$977.16	\$49,943.72	-\$218.95	\$50,701.93	\$50,701.93
270	IMHS		-\$437,200.17	\$196,597.89	-\$240,602.28	-\$240,602.28
290	GRANTS	\$2,010.19	-\$326,981.90	\$122,843.30	-\$202,128.41	-\$202,128.41
291	GRANTS-HATTF		-\$153,697.41	\$106,039.68	-\$47,657.73	-\$47,657.73
292	GRANTS-SEX OFFNDR REG		\$0.00	\$0.00	\$0.00	\$0.00
293	ELECTIONS GRANT		-\$15.00	\$0.00	-\$15.00	-\$15.00
294	COVID REIMB		\$20.00	\$0.00	\$20.00	\$20.00
295	ARPA		-\$92,841.99	\$200,871.38	\$108,029.39	\$108,029.39
296	SB22-SHERIFF		\$163,984.50	-\$6,667.32	\$157,317.18	\$157,317.18
297	SB22 COUNTY ATTY		\$88,570.92	-\$24,691.01	\$63,879.91	\$63,879.91
298	SB22 DISTRICT ATTY		\$160,010.34	-\$36,697.78	\$123,312.56	\$123,312.56
299	TIDC-ADD'L MH SO		-\$5,831.52	-\$5,833.49	-\$11,665.01	-\$11,665.01
300	ROAD & BRIDGE		-\$41,342.95	-\$227,222.06	-\$268,565.01	-\$268,565.01
310	R&B PCT #1		\$0.00	\$0.00	\$0.00	\$0.00
320	R&B PCT #2		-\$599.40	\$0.00	-\$599.40	-\$599.40
330	R&B PCT #3		\$0.00	\$0.00	\$0.00	\$0.00
340	R&B PCT #4	\$5,102.05	\$0.00	\$574.93	\$5,676.98	\$5,676.98
501	2018 FLOOD RCVRY		\$66,973.76	\$0.00	\$66,973.76	\$66,973.76
504	CHS	\$8,679.70	\$1,763.98	-\$7,000.89	\$3,442.79	\$3,442.79
505	JAIL COMM		\$254,228.21	\$68,691.49	\$322,919.70	\$322,919.70
510	BLOOD DRAW PRG	\$1,634.32	\$41,400.90	-\$107.97	\$42,927.25	\$42,927.25
514	LEOSE TRNG		\$44,383.30	-\$1,700.00	\$42,683.30	\$42,683.30
600	DS		\$331,578.01	-\$62,147.23	\$269,430.78	\$269,430.78
700	CAP PRJCTS		\$147,923.50	\$760.26	\$148,683.76	\$148,683.76
710	CAP PRJCTS FACILITY IMPRVMT		\$622,291.75	\$0.00	\$622,291.75	\$622,291.75
719	CAP PRJCTS 2019		\$562,240.88	\$2,889.65	\$565,130.53	\$565,130.53
720	TN2020		\$228,089.89	\$17,396.96	\$245,486.85	\$245,486.85
722	TN2022		\$30,019.10	\$27,289.44	\$57,308.54	\$57,308.54
723	TN2023		-\$494,165.61	\$746,635.18	\$252,469.57	\$252,469.57
850	HRA		\$10,000.00	-\$1,500.00	\$8,500.00	\$8,500.00
880	T&A	\$16,234.56	\$195,164.80	-\$73,998.05	\$137,401.31	\$137,401.31
881	CASH BONDS/SUBD		\$1,500.00	-\$500.00	\$1,000.00	\$1,000.00
960	FIXED ASSETS		\$0.00	\$0.00	\$0.00	\$0.00
970	LONG/TERM DEBT		\$0.00	\$0.00	\$0.00	\$0.00
990	PAYROLL	\$1,125.88	-\$2,410.51	\$2,546.97	\$1,262.34	\$1,262.34
		\$1,125.88	\$7,394,294.59	\$3,407,938.77	\$10,803,359.24	
TOTAL CLAIM ON CASH					\$10,803,359.24	
DIFFERENCE					\$0.00	

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

29.

Meeting Date: 08/27/2024

Subject

Acknowledgment of Receipt:

- a. Amendment of the Jail Commissary agreement
 - b. Windermere Oaks Notice
 - c. TCEQ Notice
 - d. Notification of Objection for proposed Scrap Tire Storage Site from Forrestwood Five, LLC
-

Attachments

Jail Commissary Amendment
Windermere Oaks notice
TCEQ notice
Notification from Forrestwood

Amendment No. 4 to Operating Agreement – Commissary Services

THIS AMENDMENT NO. 4 TO OPERATING AGREEMENT (the “**Amendment**”), is effective as of October 1, 2024, by and between the County of Burnet, Texas (“**County**”), and Aramark Correctional Services, LLC, a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 (“**Aramark**”).

WHEREAS, on October 1, 2019, the parties entered into an Operating Agreement for the management of the commissary service operation at the Burnet County Correctional Facilities, (as amended, the “**Existing Agreement**”); and

WHEREAS, the parties desire to extend the Term of the Agreement through September 30, 2025. The Existing Agreement, as previously amended and further amended by this Amendment, is hereinafter referred to as the “**Agreement**”. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term:** In accordance with Section 5 of the Existing Agreement, the parties hereby agree to extend the term of the Agreement through September 30, 2025.
2. **Effect of Amendment; Entire Agreement:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.
3. **Captions:** The captions in this Amendment are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Amendment, or any provision hereof, or in any way affect the interpretation of this Amendment.
4. **Severability:** If any paragraph, subparagraph, sentence, clause, phrase, or portion of this Amendment is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Amendment.
5. **Counterparts:** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This Amendment, to the extent executed and delivered by electronic means (e.g. PDF emailed attachment), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives as of the day and year first written above.

Aramark Correctional Services, LLC

County of Burnet, Texas

By: _____
Name: Stephen Yarsinsky
Title: Vice President – Finance

By: _____
Name:
Title:

Approved as to Form by County
Attorney:

By: _____
Name:
Title:

Notice to Neighboring Systems, Customers, and Cities
NOTICE OF APPLICATION OF WINDERMERE OAKS WATER SUPPLY CORPORATION
TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE
WATER UTILITY SERVICE IN BURNET COUNTY, TEXAS

To: BURNET CITY Date Notice Mailed: _____, 20____
(Neighboring System, Landowner, Customer or City)
220 S. PIERCE
(Address)
BURNET TX 78611
(City State Zip)

Windermere Oaks Water Supply Corporation has filed an application with the Public Utility Commission of Texas to amend its water Certificate of Convenience and Necessity (CCN) No. 12011 for the provision of retail water utility service in Burnet County, Texas.

The requested area overlaps the district boundaries of Lower Colorado River Authority. If this district does not request a public hearing, the Commission shall determine that the district is consenting to the Windermere Oaks WSC's request to provide retail water/sewer utility service in the requested area.

The requested area is located approximately 5.4 mile(s) northwest of downtown Briarcliff, Texas, and is generally bounded on the north by County Road 414; on the east by 1,172 feet east of County Road 414; on the south by 740 south of County Road 414; and on the west by County Road 414.

The requested area includes 4 customer connections and approximately 18 acres, comprised of uncertificated area to amend (add) to Windermere Oaks WSC (CCN No. 12011).

The application proposes the addition of approximately 18 acres to CCN No. 12011.

See enclosed maps showing the requested area.

Persons who wish to intervene in the proceeding or comment upon action sought should contact the Public Utility Commission, P.O. Box 13326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. The deadline for intervention in the proceeding is (30 days from the mailing or publication of notice, whichever occurs later, unless otherwise provided by the presiding officer). You must send a letter requesting intervention to the commission which is received by that date. The letter must include the person's name, address, email address and fax number if applicable.

If a valid public hearing is requested, the Commission will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, SOAH will submit a recommendation to the Commission for final decision. An evidentiary hearing is a legal proceeding similar to a civil trial in state district court.

A landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the requested area, may file a written request with the Commission to be excluded from the requested area ("opt out") within (30) days from the date that notice was provided by the Utility. All opt out requests must include a large-scale map, a metes and bounds description of the landowner's tract of land, landowner's name, address, email address and fax number, if applicable.

A landowner that opts out from the requested area releases the applicant's obligation to provide retail water or sewer utility service to the removed land for any reason.

Persons who wish to request this option should file the required documents with the:

Public Utility Commission of Texas
Central Records
1701 N. Congress, P. O. Box 13326
Austin, TX 78711-3326

In addition, the landowner must also send a copy of the opt out request to the Utility. Staff may request additional information regarding your request.

Si desea información en español, puede llamar al 1-888-782-8477.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF APPLICATION FOR AN AIR QUALITY STANDARD PERMIT FOR PERMANENT ROCK AND CONCRETE CRUSHERS

PROPOSED AIR QUALITY REGISTRATION NUMBER 176835

APPLICATION. Asphalt Inc., LLC, 11675 Jollyville Road Suite 150, Austin, TX 78759-4108 has applied to the Texas Commission on Environmental Quality (TCEQ) for an Air Quality Standard Permit, Registration Number 176835, which would authorize construction of a permanent rock and concrete crusher. The facility is proposed to be located at 3221 Farm to Market Road 3509, Burnet, Burnet County, Texas 78611. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For exact location, refer to application. <https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.3169,30.7227&level=13>. This application was submitted to the TCEQ on July 3, 2024. The executive director has determined the application was technically complete on August 20, 2024.

PUBLIC COMMENT. Written public comments about this application may be submitted at any time during the public comment period. You may submit public comments either in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087, or electronically at www14.tceq.texas.gov/epic/eComment/. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. The deadline to submit public comments is 30 days after newspaper notice is published.

RESPONSE TO COMMENTS. A written response to all relevant comments will be prepared by the executive director after the comment period closes. The response, along with the executive director's decision on the application, will be mailed to everyone who submitted public comments and requested to be added to the mailing list. The response to comments will be posted in the permit file for viewing.

The executive director shall approve or deny the application not later than 30 days after the end of the public comment period, considering all comments received within the comment period, and base this decision on whether the application meets the requirements of the standard permit.

CENTRAL/REGIONAL OFFICE. The application will be available for viewing and copying at the TCEQ Central Office and the TCEQ Austin Regional Office, located at 12100 Park 35 Circle, Building A, Room 179, Austin, Texas 78753-1808, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, beginning the first day of publication of this notice.

INFORMATION. For more information about this permit application or the permitting process, please call the Public Education Program toll free at 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Asphalt Inc., LLC, 11675 Jollyville Road Suite 150, Austin, TX, 78759-4108, by calling Mrs. Melissa Fitts, Senior Vice President, Westward Environmental at (830) 249-8284.

Notice Issuance Date: August 20, 2024

**AVISO SOBRE SOLICITUD PARA UN PERMISO ESTÁNDAR DE CALIDAD DE AIRE
PARA TRITURADORAS PERMANENTES DE PIEDRA Y CONCRETO
PROPUESTA INSCRIPCIÓN DE CALIDAD DE AIRE NÚMERO 176835**

SOLICITUD. Asphalt Inc., LLC, 11675 Jollyville Road Suite 150, Austin, TX 78759-4108 ha presentado una solicitud a la Comisión de Calidad Ambiental de Texas (TCEQ) para un Permiso Estándar de Calidad de Aire, inscripción número 176835, que autorizaría la construcción de una trituradora permanente de piedra y concreto. Se propone ubicar estas instalaciones en 3221 Farm to Market Road 3509, Burnet, Condado de Burnet, Texas 78611. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.3169,30.7227&level=13>. Esta solicitud fue presentada a la TCEQ el 3 de julio de 2024. El director ejecutivo de la TCEQ determinó que la solicitud estaba técnicamente completa el 20 de agosto de 2024.

COMENTARIOS PÚBLICOS. Se pueden presentar comentarios públicos escritos sobre esta solicitud en cualquier momento durante el período de comentarios públicos. Puede presentar comentarios públicos a la Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087, o en forma electrónica en www14.tceq.texas.gov/epic/eComment/. Favor de estar consciente de que cualquier información de contacto que proporcione, incluyendo su nombre, número de teléfono, correo electrónico y su dirección vendrán a formar parte del registro público de la agencia. La fecha límite para presentar comentarios públicos es 30 días después de que se publique en periódico el aviso.

RESPUESTAS A COMENTARIOS. Después de que cierre el período de comentarios, el director ejecutivo de la TCEQ preparará una respuesta escrita a todos los comentarios relevantes. La respuesta, junto con la decisión del director ejecutivo sobre la solicitud, se le mandará a quienes hayan presentado comentarios públicos y que hayan pedido que se les añada a la lista de correos. La respuesta a los comentarios se colocará en el expediente del permiso para que pueda ser leída.

El director ejecutivo de la TCEQ dará su aprobación o denegará la solicitud a más tardar 30 días después del final del período de comentarios públicos, tomando en cuenta todos los comentarios recibidos durante el período de comentarios, y basará esta decisión en si la solicitud reúne todos los requisitos del permiso estándar.

OFICINA CENTRAL/REGIONAL. La solicitud estará disponible para ser leída y copiada en la Oficina Central de la TCEQ y en la Oficina Regional de la TCEQ en Austin, ubicada en 12100 Park 35 Circle, Building A, Room 179, Austin, Texas 78753-1808, durante las horas de 8:00 a.m. a 5:00 p.m., de lunes a viernes, empezando el primer día de la publicación de este aviso.

INFORMACIÓN. Para mayor información acerca de esta solicitud para permiso o el proceso para permisos, por favor llame a la TCEQ, gratis, El Programa de Educación Pública de la TCEQ, al 1-800-687-4040.

También puede obtener más información de Asphalt Inc., LLC, 11675 Jollyville Road Suite 150, Austin, TX 78759-4108, o llamando a la Sra. Melissa Fitts, Vicepresidente Senior, Westward Environmental, Inc. al (830) 249-8284.

Aviso expedido por la TCEQ el: 20 de agosto de 2024

Waste Permits Division, MC 126
Texas Commission on Environmental Quality
P O Box 13087
Austin, TX 78711-3087

August 18, 2024

Ref: Objection for the proposed Scrap Tire Storage Site at 3345 E State Hwy 29, Burnet, TX 78611, submitted by Gary Thomas

Dear Sir/Madam

I received a notification dated 07/30/2024 regarding the proposed scrap tire storage site at 3345 E State Hwy 29 Burnet, TX 78611. My company owns a 50-acre property located right across the street in front of the proposed scrap tire storage facility. Our property details are as follows:

Property ID: 48564

Property Address: E Hwy 29 Burnet, TX 78611

Legal description: ABS A0125 JOSEPH BAKER, TRACT 17 ***, 50. ACRES

We object to the proposed facility because it is going to impact our future development plan. We are planning to develop high-end residential homes and premier retail shops in the 50 acres. The proposed facility also potentially reduces the value of our land.

We would like you to consider our opposition before approving the proposed facility.

If you have any questions, you can reach out to me at 512-771-9998.

A copy of this letter is also sent to:

Judge James Oakley

Burnet County

220 S. Pierce St. Burnet, TX 78611

Regards,

Kondal Yennaram

Manager, Forrestwood Five LLC

16309 Old Baldy Dr

Austin, TX 78717

Scrap Tire Storage Site Registration - Notification to Adjacent Landowners

Notification Date (mailed or hand-delivered date): 07/30/2024

Notification to: Forrestwood Five LLC.

Reliable Tire Disposal

Customer Legal Name

has applied to the Executive Director of the Texas Commission on Environmental Quality (TCEQ) for a Scrap Tire Storage Site Registration for a proposed scrap tire storage site to be located at:

3345 E State Hwy 29 Burnet, TX 78611

Physical address of the facility

This notification is provided per the requirements of 30 TAC Chapter 328, Section 328.60(b)(3). Approval by the TCEQ Executive Director is required before the start of the proposed tire storage site operations at the above-referenced location or continuation of site operations if the applicant applied for a renewal.

The Executive Director shall, after review of the application for registration, determine if the application will be approved or denied. The Executive Director's final action on the application will be available to view at www.tceq.texas.gov/tires/pending-applications. The applicant or a person affected may file a motion to overturn the Executive Director's final action on this registration, which is a request that the commission review the Executive Director's action on an application. A motion to overturn must be filed no later than 23 days after the date of the final action. Information on how to file a motion to overturn is available at the above web page.

The applicant has filed registration documents with the county judge where they can be viewed.

Burnet County Judge James Oakley

220 S. Pierce St. Burnet, TX 78611

Name and Office Address of County Judge

For more information about this application and/or to submit comments, please contact: Waste Permits Division, MC 126, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087. The TCEQ staff can also be contacted via email to tires@tceq.texas.gov or by phone at (512) 239-2335.

Submitted by:

Gary Thomas

Name of Applicant or Authorized Representative

3345 E State Hwy 29 Burnet, TX 78611

Mailing Address

830-613-6930

Phone Number

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

30.

Meeting Date: 08/27/2024

Subject

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

- a. Interlocal agreement with Coryell and McLennan Counties for the FY25 MVCPA grant for the Heart of Texas Auto Theft Task Force
 - b. Contract renewal for one year with Collin County to provide Jail Services beginning Oct. 1, 2024 - Sept. 30, 2025
 - c. Interlocal agreement with Kendall County for Jail Services
 - d. Interlocal agreement with Bexar County for Jail Services
 - e. Approval and signing of the FY2024 amendment to the FY2024 MOU with Burnet County, Burnet County Sheriff's Office and Bluebonnet Trails Community Services for additional time to 11/30/24 and additional \$26,597.00 for the Crisis Diversion program
 - f. Dental Contract between Burnet County and Texas Mobile Dentists, Inc. d/b/a Enable Dental for on-site services
 - g. Contract labor agreement with DIJ Construction, Inc. for road striping on Co. Rd. 200 from Hills of Shady Grove to FM 1174
 - h. Lease agreement for the County Employee Appreciation Banquet
 - i. Eagle Contract Amendment to remove a portion of the software not needed in Burnet County
 - j. Proposal from Cadence Bank to finance (4) 2025 Mack GR64F Dump Trucks
 - k. East Texas Mack Buy Back Program for 2025 Mack GR64F Dump Trucks
 - l. Sponsorship application for Music on Main in Marble Falls to be paid for by HOT funds
 - m..Burnet County Vyve Broadband Contract
-

Attachments

Heart of Texas
Collin Cty Renewal
Kendall Cty Interlocal
Bexar Cty Interlocal
MOU Bluebonnet trails
Dental Contract
DIJ Contract
Banquet Lease Agreement
Eagle/Tyler Contract
Proposal for Trucks
Buy Back Program
Music on Main
Vyve Broadband contract

**FY 25 INTERLOCAL AGREEMENT
HEART OF TEXAS AUTO THEFT TASK FORCE
MVCPA CONTRACT # 608-25-0270000**

This Agreement is entered into by and between the County of Burnet and the County of Coryell, and the County of McLennan, political subdivisions of the State of Texas and hereinafter referred to as the “Parties”. Further, this agreement is created pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, concerning interlocal cooperation contracts, and Title 11, Public Safety, Chapter 362 of the Texas Local Government Code.

WITNESSETH

WHEREAS, The Parties have filed for and been awarded funding via a joint grant application with the Motor Vehicle Crime Prevention Authority of the State of Texas, hereinafter referred to as “MVCPA”, in the amount of \$664,313 for the investigation and reduction of auto theft and auto burglaries; and,

WHEREAS, the Parties have agreed to contribute the total amount of \$115,714 in matching grant funds to be funded by the proceeds raised from 68A Inspections, and supplied by the general funds of the County of McLennan.; and,

WHEREAS, the Parties believe it to be in their best interests to join together to develop the Heart of Texas Auto Theft Task Force, a regional or multijurisdictional MVCPA Task Force, and,

WHEREAS, the Parties agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I.
CONTINUATION OF TASK FORCE**

- 1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Heart of Texas Auto Theft Task Force hereinafter referred to as the Task Force. The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II.
TERM**

- 2.01 The term of this Agreement is to commence on September 01, 2024 and to end August 31, 2025

ARTICLE III. ALLOCATION OF FUNDS

3.01 As consideration for this Agreement, Burnet County will act as the Manager for the administration of the grant, which will be utilized to support Task Force operations, and Burnet County will allocate funding as follows in accordance with the provisions of the Statement of Grant Award and Grantee Acceptance Notice, which is attached hereto as Exhibit A and made a part of hereof for all purposes:

Entity	Description	Amount	Method
Burnet County	Captain Program Manager Salary	78,975	MVCPA Funds
Burnet County	Investigator Salary	67,817	MVCPA Funds
Burnet County	Captain Program Manager Fringe	27,895	MVCPA Funds
Burnet County	Investigator Fringe	25,454	MVCPA Funds
Burnet County	Admin Asst/Crime Analyst Salary	44,958	MVCPA Funds
Burnet County	Admin Asst/Crime Analyst Fringe	19,701	MVCPA Funds
Coryell County	Investigator Salary	51,250	MVCPA Funds
Coryell County	Investigator Fringe	16,717	MVCPA Funds
McLennan County	Investigator Salary	59,469	MVCPA Funds
McLennan County	Investigator Fringe	20,317	MVCPA Funds
Burnet County	Motorola Licensing Agreement Body Cam/In	5,300	MVCPA Funds
Burnet County	Vigilant Commercial Licensing - one year	3,542	MVCPA Funds
Burnet County	Vigilant ESA Basic Licensing - one year	2,750	MVCPA Funds
Burnet County	Flock Licensing - one year	37,500	MVCPA Funds
Burnet County	TAVTI-Hotel Costs - Law Enforcement	860	MVCPA Funds
Burnet County	TAVTI-Estimated Tax Law Enforcement	138	MVCPA Funds
Burnet County	TAVTI- Meals Law Enforcement	333	MVCPA Funds
Burnet County	TAVTI-Hotel Costs Administrative	430	MVCPA Funds
Burnet County	TAVTI-Estimated Tax Administrative	69	MVCPA Funds
Burnet County	TAVTI- Meals Administrative	167	MVCPA Funds
Burnet County	Misc- Travel Law Enforcement	5,833	MVCPA Funds
Burnet County	Misc- Travel Administrative	833	MVCPA Funds
Burnet County	LPR - Trailer	33,333	MVCPA Funds
Burnet County	Updated LPR System	28,750	MVCPA Funds
Burnet County	New Vehicle	33,333	MVCPA Funds
Burnet County	TAVTI-Registration	563	MVCPA Funds
Burnet County	Insurance for 6 vehicles	2,266	MVCPA Funds
Burnet County	Cell Phones (6)	2,012	MVCPA Funds
Burnet County	Hot Spots (5)	1,584	MVCPA Funds
Burnet County	Investigator Supplies	4,417	MVCPA Funds
Burnet County	Office Supplies	833	MVCPA Funds
Burnet County	Office desk	1,167	MVCPA Funds
Total		578,566	

3.02 As consideration for this Agreement the Parties agree to contribute a total of \$115,714 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows in accordance

with the provisions of the grant documents:

Entity	Description	Amount	Method
Burnet County	Captain Program Manager Salary	15,795	68A - Program Income
Burnet County	Investigator Salary	13,563	68A - Program Income
Burnet County	Captain Program Manager Fringe	5,579	68A - Program Income
Burnet County	Investigator Fringe	5,091	68A - Program Income
Burnet County	Admin Asst/Crime Analyst Salary	8,992	68A - Program Income
Burnet County	Admin Asst/Crime Analyst Fringe	3,940	68A - Program Income
Coryell County	Investigator Salary	10,250	68A - Program Income
Coryell County	Investigator Fringe	3,343	68A - Program Income
Burnet County	Motorola Licensing Agreement Body Cam/In Car - one year	1,060	68A - Program Income
Burnet County	Vigilant Commercial Licensing - one year	708	68A - Program Income
Burnet County	Vigilant ESA Basic Licensing - one year	550	68A - Program Income
Burnet County	Flock Licensing - one year	7,500	68A - Program Income
Burnet County	TAVTI-Hotel Costs - Law Enforcement	172	68A - Program Income
Burnet County	TAVTI-Estimated Tax Law Enforcement	28	68A - Program Income
Burnet County	TAVTI- Meals Law Enforcement	67	68A - Program Income
Burnet County	TAVTI-Hotel Costs Administrative	86	68A - Program Income
Burnet County	TAVTI-Estimated Tax Administrative	14	68A - Program Income
Burnet County	TAVTI- Meals Administrative	33	68A - Program Income
Burnet County	Misc- Travel Law Enforcement	1,167	68A - Program Income
Burnet County	Misc- Travel Administrative	167	68A - Program Income
Burnet County	LPR - Trailer	6,667	68A - Program Income
Burnet County	Updated LPR System	5,750	68A - Program Income
Burnet County	New Vehicle	6,667	68A - Program Income
Burnet County	TAVTI-Registration	113	68A - Program Income
Burnet County	Insurance for 6 vehicles	453	68A - Program Income
Burnet County	Cell Phones (6)	402	68A - Program Income
Burnet County	Hot Spots (5)	317	68A - Program Income
Burnet County	Investigator Supplies	883	68A - Program Income
Burnet County	Office Supplies	167	68A - Program Income
Burnet County	Office desk	233	68A - Program Income
Total		99,757	
Entity	Description	Amount	Method
McLennan County	Investigator Salary	11,894	McLennan County
McLennan County	Investigator Fringe	4,063	McLennan County
Total		15,957	

It is anticipated that this grant match obligation shall be funded by income earned from HOTATTF operations (68A Inspections) of \$99,757, and the general funds of the County of McLennan for \$15,957.

- 3.03 As consideration for this Agreement, the Parties agree to maintain accurate accounting records of any funds disbursed pursuant to this Agreement and, if requested, to allow Burnet County and/or granting agencies access to the records for the purpose of performing inspections and audits. The Parties will supply Burnet

County Grant Administrator monthly personnel payroll documentation for purposes of monthly expenditure reporting.

- 3.04 As consideration for this Agreement, Burnet County will report quarterly to MVCPA in accordance with the provisions of the grant documents and upon receipt of payment from MVCPA will reimburse the Parties for their portions of the quarterly expenditures.
- 3.05 As consideration for this Agreement, pursuant to the MVCPA Grant Administration Manual section 3.4.7, all 68-A Inspections revenue will be deposited into a restricted fund with Burnet County to be used as program income for the Task Force.

ARTICLE IV EQUIPMENT

- 4.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. MVCPA will be notified and inventory records will be updated.
- 4.02 Pursuant to Texas Grant Management Standards - Version 1.1, page 16, any proceeds of equipment including vehicles, hardware and other non-expendable items which were bought with MVCPA grant or matching funds and sold will be deducted from total allowable costs to determine net allowable costs.

ARTICLE V AMENDMENTS

- 5.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VI LEGAL CONSTRUCTION

- 6.01 In the event any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII UNIFORM ASSURANCES

- 7.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract

and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Heart of Texas Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE VIII FINANCIAL ADMINISTRATION & REPORTING

8 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes

ARTICLE X COMPLIANCE

- 10 .01 Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

Approved on this 27th day of August, 2024

James Oakley
Burnet County Judge

Calvin Boyd
Burnet County Sheriff

ATTEST:

Vicinta Stafford
Burnet County Clerk

Roger A. Miller
Coryell County Judge

Date signed

Scott Williams
Coryell County Sheriff

Date signed

11.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

Approved on this 27th day of August, 2024

James Oakley
Burnet County Judge

Calvin Boyd
Burnet County Sheriff

ATTEST:

Vicinta Stafford
Burnet County Clerk

Scott Felton
McLennan County Judge

Date signed

Parnell McNamara
McLennan County Sheriff

Date signed



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Burnet County
220 S Pierce St
Burnet, Texas 78611

Contract No. 2024-087
Contract: Jail Services, Out of County Housing
with Burnet County

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 1 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Chamoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN KENDALL COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and **KENDALL** County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**KENDALL**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **BURNET** and **KENDALL** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **BURNET** and **KENDALL** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I

TERM AND EFFECTIVE DATE

1. **TERM**: This Agreement shall be effective beginning **October 1, 2024** and shall be effective through **SEPTEMBER 30, 2025**.
2. **RENEWAL**: This Agreement will automatically renew each October 1, provided **KENDALL** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION**:
 - A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **KENDALL** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
 - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET**'s facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **KENDALL** inmates.

ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, BURNET shall provide the following necessary and appropriate services for KENDALL to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** BURNET shall provide housing and food to inmates presented by KENDALL who meet the following minimum criteria (as determined by the BURNET County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the BURNET disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** BURNET will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. BURNET will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by BURNET or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of BURNET's facility or by other than BURNET facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. KENDALL shall reimburse BURNET the amount spent for medical services of all KENDALL inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** KENDALL COUNTY Sheriff or designee shall be informed of any KENDALL inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). BURNET will assist KENDALL to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. KENDALL may elect to retake and return to KENDALL physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides BURNET with the authority to arrange for the off-site provider to bill KENDALL for the costs of hospitalization and/or medical care for any KENDALL inmate. In the event direct billing is unavailable, KENDALL shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** KENDALL agrees to provide BURNET with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. KENDALL shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. A copy of each inmate's record shall be returned to KENDALL at the time each KENDALL inmate is returned.
7. **MEDICAL INVOICES:** KENDALL shall reimburse BURNET monthly for health care services and associated expenses for which KENDALL is responsible under this section. BURNET shall provide KENDALL with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from KENDALL, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by KENDALL law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to KENDALL upon request.

10. **TRANSPORTATION AND OFF-SITE SECURITY:** KENDALL is solely responsible for the transportation of inmates between the BURNET County Jail and the KENDALL Facility. BURNET agrees to provide ambulance and other transportation for KENDALL inmates to and from local off-site medical facilities and will invoice KENDALL in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** KENDALL shall be responsible for the transportation of KENDALL inmates to/from BURNET Jail. KENDALL will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in KENDALL County.
12. **TRANSPORTATION To TDCJ:** KENDALL is responsible for the transport of KENDALL inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide KENDALL with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas.
16. **ADMITTING AND RELEASING:** KENDALL shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and KENDALL provide such records to KENDALL upon request.
17. **RETURN OF INMATES** to KENDALL: Upon demand by KENDALL, BURNET will relinquish to KENDALL physical custody of any inmate. Upon request by BURNET, KENDALL will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is eighty dollars (\$80.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to KENDALL, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of KENDALL. KENDALL will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing KENDALL inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house KENDALL inmates where the housing of said KENDALL inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of KENDALL inmates, or any specified number thereof, KENDALL shall, upon notice by BURNET Sheriff to KENDALL Sheriff, immediately remove said inmates from the facility. KENDALL will make every effort to remove any inmate within eight (8) hours of notice from BURNET.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide KENDALL with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of KENDALL eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the KENDALL jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by KENDALL to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that KENDALL remove that inmate and, if possible, replace said inmate with an appropriate inmate of KENDALL.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and KENDALL shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of KENDALL. Likewise, if any KENDALL inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, KENDALL will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** BURNET will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of KENDALL. It will be the responsibility of KENDALL to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of KENDALL only when such release is specifically requested in writing by KENDALL Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the KENDALL Jail shortly before the discharge date and for KENDALL to discharge the inmate

from the KENDALL Jail. KENDALL accepts all responsibility for the calculations and determinations set forth above and for providing BURNET notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. KENDALL is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** All inmates held for KENDALL will be required to bond in KENDALL County. KENDALL County will then send BURNET a TTY stating that the inmate has been bonded and KENDALL will transport back to their facility for release.

ARTICLE V **MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **KENDALL COUNTY**
Shane Stolarczyk, County Judge
201 E. San Antonio Ave., Suite 122
Boerne, Texas 78006

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party

assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.

9. **APPROVALS**: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

JAMES OAKLEY, BURNET COUNTY JUDGE

DATE: _____

CALVIN BOYD, BURNET COUNTY SHERIFF

DATE: _____

KENDALL COUNTY, TEXAS:

SHANE STOLARCZYK, KENDALL COUNTY JUDGE

DATE: _____

AL AUXIER, KENDALL COUNTY SHERIFF

DATE: _____

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BEXAR COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and **BEXAR COUNTY**, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BEXAR**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, pursuant to TEXAS CODE OF CRIMINAL PROCEDURE Article 104.002, a county may transfer prisoners to another county for safekeeping, and will be liable for the expenses incurred in the safekeeping of the prisoner; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, BURNET and BEXAR are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, BURNET and BEXAR specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. **TERM:** This Agreement shall be effective beginning in April 2024 with BURNET's receipt of the first inmate sent by BEXAR, as documented in the invoice for payment and shall be effective for two (2) months following execution of the Agreement ("Initial Period").
2. **RENEWAL:** This Agreement will automatically renew for up to five (5) two (2) month periods (each, a "Renewal Period"), for a total maximum term of (1) one year, so long as the Bexar County Sheriff's Office appears before the Bexar County Commissioners Court at the court meeting immediately preceding the commencement of each Renewal Period and updates the Court on the status of this Agreement (with the number of inmates housed out of Bexar County, cost, and other relevant information). If the Bexar County Sheriff's Office fails to appear before the Bexar County

Commissioners Court, the Bexar County Manager's Office will provide a notice of termination to **BURNET** and this Agreement will terminate as discussed in section 3 below.

3. **TERMINATION:**

- A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **BEXAR** upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge, County Manager, or the Sheriff.
- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BEXAR** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **BEXAR** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **BEXAR** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the constitutionally acceptable standards, Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post-Prison Supervision are faithfully executed.
- 3. **NON-EMERGENCY MEDICAL SERVICES:**
 - A. The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. Routine medical services will be provided in accordance with **BURNET's** health services plan as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.
 - B. The per-day rate does not cover medical/health care services provided outside of **BURNET's** facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. In the case of non-emergency medical services not covered by the per-day rate as described in section 3(A), **BURNET** shall obtain prior approval from **BEXAR**. **BEXAR** will not pay **BURNET** for any non-emergency medical services for which it did not provide prior approval. **BURNET** will advise **BEXAR's** Designated Representative of any information requested by **BEXAR** to help **BEXAR** determine if the inmate should be transported back to Bexar County to receive the medical services and/or treatments.
- 4. **OFF-SITE SERVICES/EMERGENCY MEDICAL SERVICES:** In the event of a medical emergency or a life threatening medical situation, **BURNET** shall proceed immediately with necessary medical treatment. **BEXAR COUNTY** Sheriff or designee shall be informed of any **BEXAR** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **BEXAR** to monitor utilization of off-site services by providing information about the course of

an inmate's care and treatment. **BEXAR** may elect to retake and return to **BEXAR** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.

5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **BEXAR** for the costs of hospitalization and/or medical care for any **BEXAR** inmate. In the event direct billing is unavailable, **BEXAR** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **BEXAR** agrees to provide **BURNET** with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **BEXAR** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **BEXAR** at the time each **BEXAR** inmate is returned. The Parties will comply with all of the applicable Health Insurance Portability and Accountability requirements, Texas Health and Safety Code Section 181, et. seq, and all other laws and regulations that pertain to the privacy of medical records and medical information.
7. **MEDICAL INVOICES:** Except as discussed in 3(B), and as provided in Texas Attorney General Opinions DM-225 and DM-380, **BEXAR** shall reimburse **BURNET** monthly for actual costs spent for medical services of all **BEXAR** inmates, other than routine medical services included in the per-day rate, subject to the submission of appropriate supporting documentation. **BURNET** shall provide **BEXAR** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **BEXAR**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **BEXAR** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **BEXAR** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **BEXAR** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **BEXAR** Facility. **BURNET** agrees to provide ambulance and other transportation for **BEXAR** inmates to and from local off-site medical facilities and will invoice **BEXAR** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **BEXAR** shall be responsible for the transportation of **BEXAR** inmates to/from **BURNET** Jail. **BEXAR** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **BEXAR** County.
12. **TRANSPORTATION To TDCJ:** **BEXAR** is responsible for the transport of **BEXAR** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). **BURNET** shall provide **BEXAR** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas.
16. **ADMITTING AND RELEASING:** **BEXAR** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **BEXAR** provide such records to **BEXAR** upon request.
17. **RETURN OF INMATES TO BEXAR:** Upon demand by **BEXAR**, **BURNET** will relinquish to **BEXAR** physical custody of any inmate. Upon request by **BURNET**, **BEXAR** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III
FINANCIAL PROVISIONS

1. **TOTAL-NOT-TO-EXCEED AMOUNT:** Total payments for detention services under this Agreement shall not exceed **FIVE HUNDRED SEVENTY-SIX THOUSAND DOLLARS AND NO CENTS (\$576,000.00)** for each two month Initial Period and each Renewal Period. Medical services discussed in section 3(B) and section 4 are not included in this total-not-to-exceed amount.
2. **BEXAR** will also pay invoiced amounts for inmate(s) housed as of the effective date of this Agreement for those inmates housed in **BURNET** facilities beginning in April 2024 for invoiced periods including April 2024, May 2024, June 2024 and July 2024 so long as such invoice is accompanied by appropriate backup to support requested payment amounts.
3. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is \$80.00 per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day on which a **BEXAR** inmate arrives at **BURNET** County Jail will count as a man-day under this agreement.
4. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **BEXAR**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **BEXAR**. If any amount set out in an invoice is disputed by **BEXAR**, **BEXAR** will notify **BURNET** in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoices. Only payment of the disputed amount may be retained by **BEXAR** until the disputed matter is resolved, and payment of the undisputed amount must be paid in accordance with this Article, Section 2. **BEXAR** will make payment to **BURNET** pursuant to Government Code Chapter 2251. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW:** **BURNET** warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing **BEXAR** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **BEXAR** inmates where the housing of said **BEXAR** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET**'s facility necessitating the removal of **BEXAR** inmates, or any specified number thereof, **BEXAR** shall, upon notice by **BURNET** Sheriff to **BEXAR** Sheriff, immediately remove said inmates from the facility. **B E X A R** will make every effort to remove any inmate within eight (8) hours of notice from **BURNET**.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. **BURNET** has adopted and complies with the standards of the Prison Rape Elimination Act. **BURNET** shall provide **BEXAR** with access for contract monitoring as described in Section 115.12(b) to ensure that **BURNET** is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **B E X A R** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **BEXAR** jail and pursuant to the

- custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION:** All inmates proposed by **BEXAR** to be transferred to **BURNET's** facility under this Agreement must meet the eligibility requirement set forth above. **BURNET** reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at **BURNET's** facility, **BURNET** reserves the right to demand that **BEXAR** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **BEXAR**.
 5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** **BURNET** reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to **BURNET** facility, and **BEXAR** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **BEXAR**. Likewise, if any **BEXAR** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET's** facility in the opinion of **BURNET** Sheriff, **BEXAR** will be requested to remove said inmate from **BURNET's** facility, and will do so, if reasonably possible, within eight (8) hours upon the request of **BURNET** Sheriff. Inmates may also be required to be removed from **BURNET's** facility when their classification changes for any purpose, including long-term medical segregation.
 6. **INMATE SENTENCES:** **BURNET** will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. **BURNET** will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of **BEXAR**. It will be the responsibility of **BEXAR** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **BEXAR** only when such release is specifically requested in writing by **BEXAR** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **BEXAR** Jail shortly before the discharge date and for **BEXAR** to discharge the inmate from the **BEXAR** Jail. **BEXAR** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **BEXAR** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
 7. **BONDING / RELEASE:** All inmates held for **BEXAR** will be required to bond in **BEXAR** County. **BEXAR** County will then send **BURNET** a TTY stating that the inmate has been bonded and **BEXAR** will transport back to their facility for release.

ARTICLE V **MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **BEXAR COUNTY**

Peter Sakai, County Judge
101 W. Nueva 10th Floor
San Antonio, TX 78205

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. Each party shall be fully responsible and liable for all suits, claims, losses, and expenses, arising out of each party's performance or nonperformance of the services and duties stated in this Agreement. This Agreement is not intended to create any cause of action for the benefit of third parties. No provision of this Agreement is in any way intended to constitute a waiver of any immunities from suits or from liability, or a waiver of tort limitation, that either party has by operation of law, or otherwise. Both Parties maintain adequate insurance to respond to any claims by third-parties or by their respective employees for personal injuries or property damage. Both Parties hereby waive pursuant to this agreement any subrogation rights it may have or acquire as against each other arising in the course of or during the term of this agreement.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

JAMES OAKLEY, BURNET COUNTY JUDGE
DATE: _____

CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

BEXAR COUNTY, TEXAS:

PETER SAKAI, BEXAR COUNTY JUDGE
DATE: _____

APPROVED AS TO LEGAL FORM:

SUE JANA
Bexar County Assistant Criminal District Attorney - Civil Section

APPROVED AS TO FINANCIAL CONTENT:

LEO S. CALDERA, CIA, CGAP
Bexar County Auditor

DAVID SMITH
Bexar County Manager

APPROVED:

JAVIER SALAZAR, BEXAR COUNTY SHERIFF

**BURNET COUNTY CRISIS DIVERSION PROJECT
ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING**
between
Burnet County
and
BLUEBONNET TRAILS COMMUNITY SERVICES

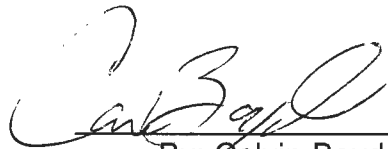
This Addendum is made to the Agreement between BURNET COUNTY and BLUEBONNET TRAILS COMMUNITY SERVICES approved in Commissioners Court on October 10, 2023, and now amended by mutual agreement by the parties as follows:

1. Contract Term Extension - The BLUEBONNET TRAILS COMMUNITY SERVICES's current contract with BURNET COUNTY shall extend until November 30, 2024.
2. Additional Funds: Not to exceed \$26,597.00.

All other terms and conditions remain unchanged and in effect. This Addendum and any/all preceding amendments to the Agreement are hereby incorporated by reference into the original Agreement approved in Commissioners Court on October 10, 2023, as if fully rewritten therein.

Approved in Commissioners Court August 27, 2024.

By: Honorable James Oakley
Burnet County Judge

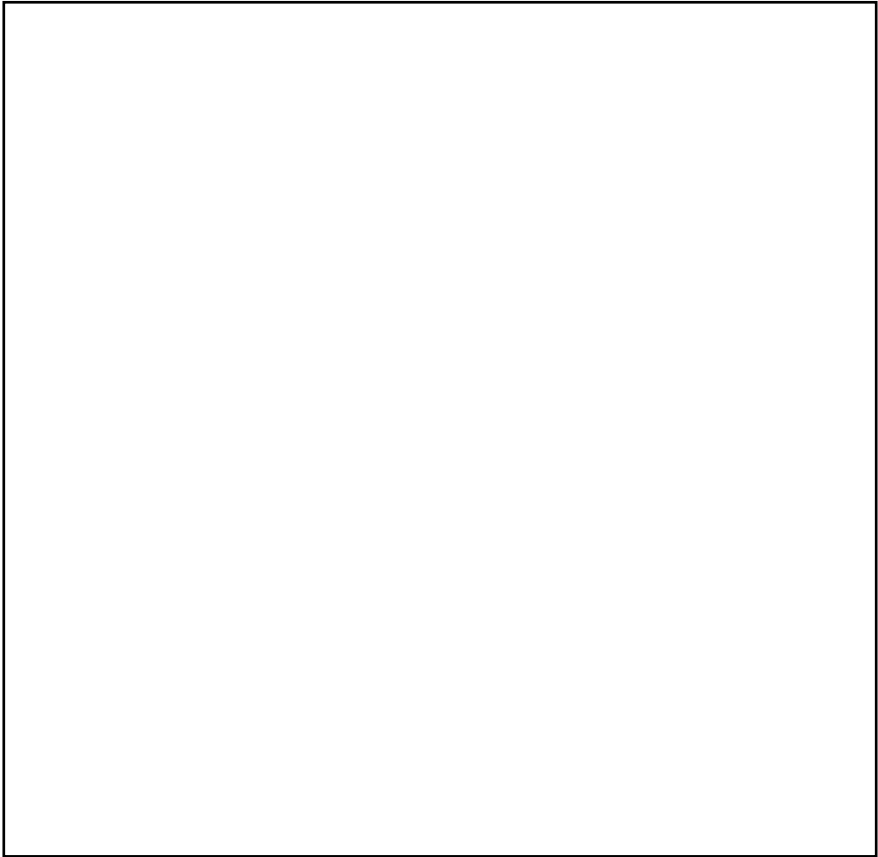


By: Calvin Boyd
Burnet County Sheriff

BLUEBONNET TRAILS COMMUNITY SERVICES



By: Andrea Richardson
Executive Director



BETWEEN

Burnet County

AND

TEXAS MOBILE DENTISTS, INC. d/b/a ENABLE DENTAL

FOR

ON-SITE DENTAL SERVICES

At the Burnet County Jail Facility

STATE OF TEXAS §
 §
COUNTY OF Burnet §

**PROFESSIONAL SERVICES AGREEMENT
FOR ON-SITE DENTAL SERVICES**

This Agreement is entered into by the following Parties: Burnet County, a corporate and political subdivision of the State of Texas, ("County") and Texas Mobile Dentists, Inc. d/b/a Enable Dental , ("Enable Dental" of "Contractor").

WHEREAS, County desires to obtain the services of a qualified contractor to provide on-site dental services for the County at the Burnet County Jail facility and;

WHEREAS, Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, County and Contractor agree as follows:

- **DEFINITIONS**

In this Agreement,

- “Commissioners Court” means Burnet County Commissioners Court.
- “Contractor” means, Enable Dental.
- “County Auditor” means, Burnet County Auditor.
- “Director” means, Jail Captain at the Burnet County Jail, Captain Matt Kimbler or his successor working at all times under the authority of the Burnet County Sheriff.
- “Fiscal Year” means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.
- “Key Contracting Person” means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.
- “Parties” mean Burnet County, Texas and Contractor.
- “Purchasing Agent” means Burnet County Purchasing Agent, Karin Smith, or her successor.

- **EMPLOYMENT OF CONTRACTOR**

- The Purchasing Agent acts as County’s overall agreement administrator. The Purchasing Agent may designate representative to transmit and receive information.
- Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Agreement. The Director shall have complete authority to interpret and define in writing County’s policies and decisions with respect to Contractor’s services. The Director may designate representatives to transmit instructions and receive information. The Director shall perform these actions under the guidance of the Burnet County Sheriff.

- **TERM**

- Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all Parties and shall continue through September 30, 2025, unless sooner terminated as provided herein.
- Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall automatically renew October 1, hereafter for four (4)

consecutive twelve (12) month terms ending on September 30, 2029, unless sooner terminated by either Party as provided herein.

- Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice.

- **CONTRACTOR'S RESPONSIBILITIES**

- Scope of Services. Contractor shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.
- Ethical Standards. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.
- Professional Qualifications. At all times during the term of this Agreement, Contractor's personnel performing services under this Agreement shall maintain in good standing their professional licenses, certifications, and accreditations applicable to services. Contractor shall provide Director documentation that the provider's license is in good standing with the licensing entity. Contractor shall perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall notify County within two (2) working days if any adverse action related to its professional license or accreditations occurs.
- Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Agreement. 1099 Providers functioning on behalf of Enable Dental shall be specifically excluded from this limitation.
- Civil Rights and Equal Opportunity in Employment. Contractor agrees, during the performance of the services under this Agreement, that Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, national origin or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended. In accordance with Title VI of the Civil Rights Act of 1964.

- Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.
- Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose sanctions including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: Contractor shall include the provisions of section 4.5 (regarding nondiscrimination) and 7.3 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.
- List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI,

you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)
- Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271 and relevant sections of chapter 2274, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:
 - a. Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;
 - b. Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and
 - c. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.
- Legal Compliance. Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- Insurance Requirements. Contractor shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated by reference and made a part of this Agreement.
- Federal Funds. Contractor warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- Communications. Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to these requests. However, Director shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

- Contractor expressly acknowledges that, in entering into this Agreement, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications, and that any other person must be approved by Commissioners Court before providing services under this Agreement. Contractor warrants that all work done will be done by the employees or members of Contractor that are presented as performing the services in Contractor's scope of services.
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$25,000.00.

Contractor certifies, by entering into this Agreement, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor shall include this certification requirement in all subcontracts to this agreement that exceed \$25,000.00.

4.12 Disqualifying Criminal History.

4.12.1 Contractor agrees to provide documentation to Director or designee that a criminal background check has been completed on any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, whose duties in connection with this Agreement may include contact with youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement. Should County have any questions, it reserves the right to conduct a criminal background check on any Contractor employee, associate, agent, volunteer, or subcontractor that enters into the Burnet County Jail.

In addition to the required criminal background check, the Director or designee will consult any child abuse registry maintained by the State or locality in which any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, will work those duties in connection with this Agreement may include contact with youth referred under this Agreement. Any employee, intern, volunteer, subcontractor, agent, and/or consultant of Contractor, or Contractor, whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Agreement.

4.12.2 Contractor shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten years; any jailable misdemeanor conviction or deferred

adjudication within the past five years; any current felony or jailable misdemeanor deferred adjudication, probation, or parole; or the requirement to register as a sex offender.

4.12.3 Contractor shall not assign or allow any employee, intern, volunteer, subcontractor, agent and /or consultant of Contractor, or Contractor, to provide services to youth referred under this Agreement who have:

4.12.3.1 Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

4.12.3.2 Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

4.12.3.3 Been civilly or administratively adjudicated to have engaged in the activity described in 4.12.3.2 of this section.

- **COMPENSATION, BILLING AND PAYMENT**

- Fees. For and in consideration of the satisfactory performance by Contractor of the services described in Attachment A, Scope of Services, and Contractor's compliance with the terms and conditions of this Agreement, County shall pay Contractor in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.
 - Not to exceed amount: As Needed Basis
 - Additional Fees: None
- Satisfactory Completion of Services. County shall not be responsible for the costs of any services under this Agreement that are not performed to County's reasonable satisfaction and given County's approval, which shall not be unreasonably withheld. County's obligation to make any payment to Contractor is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in Contractor's profession.
- Timely Payment. County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice by County Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

- Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Agreement. Contractor is an independent contractor and County shall not pay any customary Travis County benefits, including, but not limited to taxes, worker's compensation, health and retirement benefits, sick leave and vacation and holiday. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered.
- County shall pay by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Karin Smith
Burnet County Auditor

Preferably via e-mail to:
ksmith@burnetcountytexas.org or
Via mail to: 220 South Pierce St.
Burnet, Texas 78611

Contractor may contact the Auditor's Office at (512) 756-5495 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account.

To be "correct and complete," an invoice must include at least the following information:

- Name, address, and telephone number of Contractor, and the name should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
- Name and address where the payment is to be sent, if payment is by check;
- County Contract Number and County Purchase Order Number;
- Identification of items or services as outlined in the Agreement*;
- Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- Any additional payment information that may be called for by the Agreement*.

*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment and they will be permanently deleted from our files. For payment to be made, an invoice must be re-submitted. The re-submitted invoice must have all PII/PHI information redacted and appropriately disclosed.

- Additional Copy of Invoice: In addition, Contractor shall email a copy of the invoice to:

[Matt Kimbler <mkimbler@burnetsheriff.com>](mailto:mkimbler@burnetsheriff.com)

If email is not possible, please send via postal mail to:

Burnet County Jail Captain

Burnet County Jail

P.O. Box 1249

Burnet, TX 78611

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

- Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in overpayment to Contractor. Such refund shall be made by Contractor to County within thirty (30) days after the refund is requested by County. If County enters into any subsequent Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.
- Taxpayer Identification. Contractor shall provide County with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Contract funds are payable.
- Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- Disbursements to Persons with Outstanding Debt.

- In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:
 - the County Treasurer notifies Contractor in writing that the debt is outstanding; and
 - the debt is paid.
- "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
- County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under section 6.8.1.1 above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.
- Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.
- Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor twenty (20) days written notice that this Agreement is terminated due to the failure to fund it.

- **RECORDS CONFIDENTIALITY AND ACCESS**

- Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to residential treatment services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of County access to client information. Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation duties in any way.

- Records Maintenance. Contractor shall create, maintain, and retain, and shall make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of seven (7) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. Contractor shall provide copies of such records to County upon written request to Contractor at a cost mutually agreed to by County and Contractor.
- Access to Records. Contractor further agrees that upon reasonable notice the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.
- Right to Contractual Material. County is entitled to copies of all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor, which will become the property of the County.
- **AMENDMENTS / MODIFICATIONS**
 - General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.
 - Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.
 - Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to

applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Agreement. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

- **OTHER PROVISIONS**

- INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT.
- Copyrights, Patents & Licenses. Contractor represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.
- Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Agreement, Contractor shall give written notice to County of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

- Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Contractor receives the notice of suspension, and the suspension Period will begin on this date. Performance may be reinstated, and this Agreement resumed in full force and effect within sixty (60) days of Contractor's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Contractor shall follow the procedures described below:
 - Upon receipt of a notice of suspension, Contractor shall, unless the notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension.
 - During the suspension period, Contractor may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- Non-Waiver of Default.
 - No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.
 - All rights of County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

- “Is doing business” and “has done business” means:
 - (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

 - (c) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
 - (d) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or
 - (e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not know and is not in a position that he or she should have known about this Agreement.
- Agreement.
 - Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.
 - Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.
 - Attachment A – Scope of Services
 - Attachment B – Fee Schedule
 - Attachment C – Insurance Requirements
 - Attachment D – Ethics Sworn Declaration including:

- Exhibit 1 – List of Key Contracting Persons
- Exhibit 2 – Disclosure Form

8.7.2.5 Attachment E – Business Associates Agreement

- Notices:

- Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address herein specified.
- County Address. The address of County for all purposes under this Agreement shall be:

Karin Smith (or her successor)
Burnet County Purchasing Agent
220 South Pierce St.
Burnet, Texas 78611

With copies to (registered or certified mail with return receipt is not required):

Captain Matt Kimbler (or his successor)
Burnet County Jail Captain
Officer P.O. Box 1249
Burnet, Texas 78611

- Contractor Address. The address of Contractor for all purposes under this Agreement and for all notices hereunder shall be:

Enable Dental
5555 North Lamar Boulevard
Suite H125
Austin, Texas 78751

- Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen (15) days of the change.
- Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the

issues involved as well as Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to Contractor within thirty days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

- Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- Force Majeure. The parties acknowledge that this Agreement is being executed and will at least partially be performed during a Declared Disaster resulting from the COVID-19 pandemic and expressly acknowledge that they have taken the effects of this Declared Disaster into account in determining timelines and performance requirements stated in it and that this Declared Disaster may not be used to excuse performance under this Contract. Neither party is financially liable to the other for any delays or failures in contract performance caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this Contract, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered breach of this Contract. These delays or failures to perform extend the period of performance for a period of time equal to the substitution of the impossible conditions. If Force Majeure conditions exist, the party affected by

them shall give the other party Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

- Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.
- Independent Contractor. The Parties expressly acknowledge and agree that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.
- No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.
- Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
 - Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
 - Law and Venue. All obligations under this Agreement shall be performable in Burnet County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Burnet, Burnet County.
 - Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this

Agreement unless expressly granted that authority by Commissioners Court.

- Binding Agreement. Notwithstanding any other provision of this Agreement shall be binding upon and inure to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other Party.
- Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Agreement and County is under no obligation to refer any case to Contractor for services under this Agreement.
- Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.
- Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:
 - Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.
 - Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
 - Been suspended or debarred from federal or state procurement.

Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Agreement and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- Interpretational Guidelines.

- Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.
- Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either singular or plural form shall be construed to include the other unless the context in the Agreement clearly requires otherwise.
- Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.
- County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.
- Signatures. The person or persons manually or electronically signing this Agreement on behalf of the Contractor or representing themselves as signing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement. Manual signatures or electronic signatures, whether digital or encrypted, have the same force and effect.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

Enable Dental

County of Burnet, Texas

Name: _____

Burnet County

Judge Date: _____

Title: _____

Date: _____

Approved as to Purchasing
Policies and Procedures by:

Burnet County Purchasing
Agent Karin Smith

CPPB

Approved as to Legal Form by:

Burnet County Attorney

ATTACHMENT A
SCOPE OF SERVICES

• **Purpose**

For Texas Mobile Dentists, Inc d/b/a Enable Dental (Contractor) to provide incarcerated individuals in the Burnet County Jail on-site dental evaluations and recommend treatment services.

2. Service Type

At the request of and under the supervision of the Burnet County Jail Captain or his/her designee, Contractor shall provide dental evaluations and recommend treatment services for jail inmates housed at the Burnet County Jail facility on-site and share such information with the Burnet County Jail medical staff as permitted by State and Federal Statute.

3. Burnet County Jail Responsibilities

3.1 Where indicated by sound medical practices, make an individual inmate's medical records available for review to Contractor.

3.3 Provide appropriate security services during the performance of any dental services.

*Note – Burnet County Jail will provide Contractor with a dedicated room or location with adequate lighting to facilitate dental examinations/services. Burnet County Jail will not provide Enable Dental with any dental tooling or medications.

3.4 Notify Vendor in a timely manner if dental services need to be rescheduled.

4. Contractor's Responsibilities

4.1 Must cooperate and coordinate fully with Burnet County Jail staff at all times when inside the facility, any other County contract physicians, the professional, departmental administration, and counseling staff the Burnet County Jail facility in the integration of dental care for inmates housed therein.

4.2 Shall inform the Burnet County Jail medical staff and/or Jail Captain of any issues as they arise.

4.3 Must immediately alert Burnet County Jail medical staff and/or Jail Captain upon becoming aware of any medical issue pertaining to any jail inmate.

4.4 Will consult with the medical staff at the Burnet County Jail as necessary.

4.6 To the extent practicable, shall notify the Burnet County Jail Captain or his/her designee in advance of any periods of unavailability to perform the services.

4.7 Must provide services on an as needed basis on mutually agreed dates and times.

4.8 Shall work closely with the Burnet County Jail staff to accommodate any fluctuations in the population or dental needs of jail inmates.

5. Compliance with Laws, Regulations and Standards

5.1 All dental tooling must be counted with the Burnet County Jail staff upon arrival and upon leaving the jail facility. Contractor may not start services until the initial count has been completed.

5.2 Contractor shall maintain current professional license as a dentist from the Texas State Board of Dental Examiners and a working knowledge of the available courses of dental treatment.

Contractor shall complete safety related training as required by the Burnet County Jail.

6. Hours/Days of Service

TCJPD will contact the Contractor to schedule an appointment within five (5) days of requested Date of Service (DOS). Service days will be on Wednesday mornings between the hours of 8AM – 12PM, unless the Contractor receives notification of changes from Burnet County Jail staff. One (1) last minute appointment is allowed to be added onto the schedule with 24 (twenty-four) hours' notice to the Contractor.

7. Frequency of Services

Services will be ongoing throughout the year, at the request of the Burnet County Jail. Parties will arrange the provision of services on mutually agreed dates and times.

8. Performance Measures

The Burnet County Jail staff will make the appropriate referrals within (5) business days.

- Contractor is expected to arrive on time for all scheduled appointments.
- Contractor shall be reviewed annually by the Burnet County Jail Captain.
- Contractor shall immediately alert Burnet County Jail staff and medical staff upon becoming aware of any medical issue pertaining to a jail inmate.

ATTACHMENT B
FEE SCHEDULE

The following are the basic services which may be billed:

- Diagnostic and general services consist of the following:
 - Diagnostic Examination with report documenting any/all recommendations for follow-up
 - Preventive (prophylaxis)

CODE	DESCRIPTION	INS.AMT	PAT.AMT
D0120	Periodic oral evaluation - established patient	\$76.80	\$0.00
D0140	Limited oral evaluation - problem focused	\$123.20	\$0.00
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	\$82.40	\$0.00
D0150	Comprehensive oral evaluation - new or established patient	\$99.20	\$0.00
D0160	Detailed and extensive oral evaluation - problem focused, by report	\$178.40	\$0.00
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$94.40	\$0.00
D0171	Re-evaluation - post-operative office visit	\$74.40	\$0.00
D0180	Comprehensive periodontal evaluation - new or established patient	\$119.20	\$0.00
D0190	Screening of a patient	\$56.80	\$0.00
D0191	Assessment of a patient	\$0.00	\$0.00
D0210	Intraoral - complete series of radiographic images	\$127.20	\$0.00
D0220	Intraoral - periapical first radiographic image	\$36.00	\$0.00
D0230	Intraoral - periapical each additional radiographic image	\$35.20	\$0.00
D0270	Bitewing - single radiographic image	\$35.20	\$0.00
D0272	Bitewings - two radiographic images	\$56.00	\$0.00
D0273	Bitewings - three radiographic images	\$65.60	\$0.00
D0274	Bitewings - four radiographic images	\$85.60	\$0.00
D0277	Vertical bitewings - 7 to 8 radiographic images	\$121.60	\$0.00
D0350	2D oral/facial photographic image obtained intra-orally or extra-orally	\$0.00	\$0.00
D0419	Assessment of salivary flow by measurement	\$54.40	\$0.00
D0421	Genetic Test For Suscept	\$37.60	\$0.00
D0425	Caries susceptibility tests	\$53.60	\$0.00
D0431		\$62.40	\$0.00

	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures		
D0460	Pulp vitality tests	\$64.80	\$0.00
D0470	Diagnostic casts	\$184.00	\$0.00
D0601	Caries risk assessment and documentation, with a finding of low risk	\$0.00	\$0.00
D0602	Caries risk assessment and documentation, with a finding of moderate risk	\$0.00	\$0.00
D0603	Caries risk assessment and documentation, with a finding of high risk	\$0.00	\$0.00
D0999	Unspecified diagnostic procedure, by report	\$240.00	\$0.00

D1110	Prophylaxis - adult	\$121.60	\$0.00
D1120	Prophylaxis - child	\$76.00	\$0.00
D1206	Topical application of fluoride varnish	\$44.00	\$0.00
D1208	Topical application of fluoride - excluding varnish	\$44.00	\$0.00
D1330	Oral hygiene instructions	\$0.00	\$0.00
D1351	Sealant - per tooth	\$65.60	\$0.00
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth	\$144.00	\$0.00
D1353	Sealant repair - per tooth	\$24.80	\$0.00
D1354	Interim caries arresting medicament application	\$124.80	\$0.00
D1510	space maintainer – fixed, unilateral – per quadrant. Excludes a distal shoe space maintainer	\$340.00	\$0.00
D1516	space maintainer – fixed – bilateral, maxillary	\$439.20	\$0.00
D1517	space maintainer – fixed – bilateral, mandibular	\$439.20	\$0.00
D1999	Unspecified preventive procedure, by report	\$240.00	\$0.00
D2140	Amalgam - one surface, primary or permanent	\$208.80	\$0.00
D2150	Amalgam - two surfaces, primary or permanent	\$296.80	\$0.00
D2160	Amalgam - three surfaces, primary or permanent	\$326.40	\$0.00
D2161	Amalgam - four or more surfaces, primary or permanent	\$384.80	\$0.00
D2330	Resin-based composite - one surface, anterior	\$254.40	\$0.00
D2331	Resin-based composite - two surfaces, anterior	\$309.60	\$0.00
D2332	Resin-based composite - three surfaces, anterior	\$372.00	\$0.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$429.60	\$0.00
D2390	Resin-based composite crown, anterior	\$568.00	\$0.00
D2391	Resin-based composite - one surface, posterior	\$254.40	\$0.00
D2392	Resin-based composite - two surfaces, posterior	\$309.60	\$0.00
D2393	Resin-based composite - three surfaces, posterior	\$372.00	\$0.00
D2394	Resin-based composite - four or more surfaces, posterior	\$429.60	\$0.00

D2510	Inlay - metallic - one surface	\$1,032.00	\$0.00
D2520	Inlay - metallic - two surfaces	\$1,119.20	\$0.00
D2530	Inlay - metallic - three or more surfaces	\$1,206.40	\$0.00
D2542	Onlay - metallic - two surfaces	\$1,223.20	\$0.00
D2543	Onlay - metallic - three surfaces	\$1,223.20	\$0.00
D2544	Onlay - metallic - four or more surfaces	\$1,223.20	\$0.00
D2610	Inlay - porcelain/ceramic - one surface	\$1,223.20	\$0.00
D2620	Inlay - porcelain/ceramic - two surfaces	\$1,223.20	\$0.00
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$1,223.20	\$0.00
D2642	Onlay - porcelain/ceramic - two surfaces	\$1,223.20	\$0.00
D2643	Onlay - porcelain/ceramic - three surfaces	\$1,223.20	\$0.00
D2644	Onlay - porcelain/ceramic - four or more surfaces	\$1,223.20	\$0.00
D2650	Inlay - resin-based composite - one surface	\$1,223.20	\$0.00
D2651	Inlay - resin-based composite - two surfaces	\$1,223.20	\$0.00
D2652	Inlay - resin-based composite - three or more surfaces	\$1,223.20	\$0.00
D2662	Onlay - resin-based composite - two surfaces	\$1,223.20	\$0.00

D2663	Onlay - resin-based composite - three surfaces	\$1,223.20	\$0.00
D2664	Onlay - resin-based composite - four or more surfaces	\$1,223.20	\$0.00
D2710	Crown - resin-based composite (indirect)	\$1,134.40	\$0.00
D2712	Crown - ¾ resin-based composite (indirect)	\$1,416.00	\$0.00
D2720	Crown - resin with high noble metal	\$1,416.00	\$0.00
D2721	Crown - resin with predominantly base metal	\$1,416.00	\$0.00
D2722	Crown - resin with noble metal	\$1,416.00	\$0.00
D2740	Crown - porcelain/ceramic substrate	\$1,416.00	\$0.00
D2750	Crown - porcelain fused to high noble metal	\$1,416.00	\$0.00
D2751	Crown - porcelain fused to predominantly base metal	\$1,416.00	\$0.00
D2752	Crown - porcelain fused to noble metal	\$1,416.00	\$0.00
D2753	Crown – porcelain fused to titanium and titanium alloys	\$1,440.00	\$0.00
D2780	Crown - 3/4 cast high noble metal	\$1,267.20	\$0.00
D2781	Crown - 3/4 cast predominantly base metal	\$1,100.80	\$0.00
D2782	Crown - 3/4 cast noble metal	\$1,159.20	\$0.00
D2783	Crown - 3/4 porcelain/ceramic	\$1,394.40	\$0.00
D2790	Crown - full cast high noble metal	\$1,652.00	\$0.00
D2791	Crown - full cast predominantly base metal	\$1,652.00	\$0.00
D2792	Crown - full cast noble metal	\$1,652.00	\$0.00
D2794	Crown - titanium	\$1,760.00	\$0.00

D2799	Provisional crown- further treatment or completion of diagnosis necessary prior to final impression	\$513.60	\$0.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$393.60	\$0.00
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	\$393.60	\$0.00
D2920	Re-cement or re-bond crown	\$393.60	\$0.00
D2929	Prefabricated porcelain/ceramic crown - primary tooth	\$324.80	\$0.00
D2930	Prefabricated stainless steel crown - primary tooth	\$324.80	\$0.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$385.60	\$0.00
D2932	Prefabricated resin crown	\$280.80	\$0.00
D2940	Protective restoration	\$153.60	\$0.00
D2950	Core buildup, including any pins when required	\$261.60	\$0.00
D2951	Pin retention - per tooth, in addition to restoration	\$57.60	\$0.00
D2952	Post and core in addition to crown, indirectly fabricated	\$495.20	\$0.00
D2953	Each additional indirectly fabricated post - same tooth	\$160.00	\$0.00
D2954	Prefabricated post and core in addition to crown	\$384.80	\$0.00
D2955	Post removal	\$252.00	\$0.00
D2957	Each additional prefabricated post - same tooth	\$160.00	\$0.00
D2960	Labial veneer (resin laminate) - chairside	\$1,527.20	\$0.00
D2961	Labial veneer (resin laminate) - laboratory	\$1,527.20	\$0.00
D2962	Labial veneer (porcelain laminate) - laboratory	\$1,527.20	\$0.00
D2970	Temp Crown Fractured Tooth	\$280.00	\$0.00
D2971	Additional procedures to construct new crown under existing partial denture framework	\$175.20	\$0.00

D2975	Coping	\$664.00	\$0.00
D2980	Crown repair necessitated by restorative material failure	\$368.80	\$0.00
D2999	Unspecified restorative procedure, by report	\$240.00	\$0.00
D3110	Pulp cap - direct (excluding final restoration)	\$109.60	\$0.00
D3120	Pulp cap - indirect (excluding final restoration)	\$108.00	\$0.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$242.40	\$0.00
D3221	Pulpal debridement, primary and permanent teeth	\$272.00	\$0.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$419.20	\$0.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$419.20	\$0.00
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$1,223.20	\$0.00
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	\$1,354.40	\$0.00

D3330	Endodontic therapy, molar (excluding final restoration)	\$1,485.60	\$0.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$456.80	\$0.00
D3346	Retreatment of previous root canal therapy - anterior	\$1,223.20	\$0.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$1,354.40	\$0.00
D3348	Retreatment of previous root canal therapy - molar	\$1,524.80	\$0.00
D3351	Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, etc.)	\$433.60	\$0.00
D3410	Apicoectomy - anterior	\$939.20	\$0.00
D3431	Biologic materials to aid in soft and osseous tissue regeneration in conjunction with periradicular surgery	\$256.00	\$0.00
D3911	Intraorifice Barrier	\$63.20	\$0.00
D3999	Unspecified endodontic procedure, by report	\$240.00	\$0.00
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$743.20	\$0.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$411.20	\$0.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$275.20	\$0.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$991.20	\$0.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$750.40	\$0.00
D4249	Clinical crown lengthening - hard tissue	\$1,127.20	\$0.00
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$1,389.60	\$0.00
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$1,048.80	\$0.00
D4263	Bone replacement graft - retained natural tooth - first site in quadrant	\$786.40	\$0.00
D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant	\$616.80	\$0.00
D4266	Guided tissue regeneration - resorbable barrier, per site	\$896.00	\$0.00
D4267	Guided tissue regeneration - nonresorbable barrier, per site (includes membrane removal)	\$1,076.80	\$0.00
D4270	Pedicle soft tissue graft procedure	\$887.20	\$0.00
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant or edentulous tooth position in graft	\$1,300.80	\$0.00

D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	\$500.80	\$0.00
D4275	Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft	\$1,174.40	\$0.00

D4322	Splint-Intra-Coronal; Natural Teeth or Prosthetic Crowns	\$232.00	\$0.00
D4323	Splint-extra-coronal; Natural teeth or Prosthetic Crowns	\$196.00	\$0.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant	\$300.80	\$0.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant	\$218.40	\$0.00
D4346	Scaling in the presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation	\$136.00	\$0.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	\$249.60	\$0.00
D4381	Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth	\$140.00	\$0.00
D4910	Periodontal maintenance	\$169.60	\$0.00
D4910.3	Periodontal Maintenance - 3 month recall	\$169.60	\$0.00
D4910.6	Periomaintenance - 6 Month Recall	\$169.60	\$0.00
D4920	Unscheduled dressing change (by someone other than treating dentist or their staff)	\$103.20	\$0.00
D4921	Gingival irrigation - per quadrant	\$28.00	\$0.00
D4999	Unspecified periodontal procedure, by report	\$240.00	\$0.00
D5110	Complete denture - maxillary	\$2,079.20	\$0.00
D5120	Complete denture - mandibular	\$2,079.20	\$0.00
D5130	Immediate denture - maxillary	\$2,079.20	\$0.00
D5140	Immediate denture - mandibular	\$2,079.20	\$0.00
D5211	Maxillary partial denture - resin base (including retentive/ clasping materials, rests, and teeth)	\$2,079.20	\$0.00
D5212	Mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth)	\$2,079.20	\$0.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	\$0.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	\$0.00
D5221	Immediate maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$2,079.20	\$0.00
D5222	Immediate mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$2,079.20	\$0.00
D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	\$0.00
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$2,079.20	\$0.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$2,079.20	\$0.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	\$2,079.20	\$0.00
D5227	Immediate maxillary partial denture- flexible base (including any clasps, rests and teeth)	\$2,079.20	\$0.00
D5228	Immediate mandibular partial denture- flexible base (including any clasps,	\$2,079.20	\$0.00

	rests and teeth)		
D5410	Adjust complete denture - maxillary	\$232.00	\$0.00
D5411	Adjust complete denture - mandibular	\$232.00	\$0.00
D5421	Adjust partial denture - maxillary	\$232.00	\$0.00
D5422	Adjust partial denture - mandibular	\$232.00	\$0.00

D5511	repair broken complete denture base, mandibular	\$359.20	\$0.00
D5512	repair broken complete denture base, maxillary	\$359.20	\$0.00
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$424.80	\$0.00
D5611	repair resin partial denture base, mandibular	\$366.40	\$0.00
D5612	repair resin partial denture base, maxillary	\$366.40	\$0.00
D5621	repair cast partial framework, mandibular	\$366.40	\$0.00
D5622	repair cast partial framework, maxillary	\$366.40	\$0.00
D5630	Repair or replace broken retentive/clasping materials - per tooth	\$322.40	\$0.00
D5640	Replace broken teeth - per tooth	\$332.80	\$0.00
D5650	Add tooth to existing partial denture	\$451.20	\$0.00
D5660	Add clasp to existing partial denture - per tooth	\$393.60	\$0.00
D5710	Rebase complete maxillary denture	\$786.40	\$0.00
D5711	Rebase complete mandibular denture	\$786.40	\$0.00
D5720	Rebase maxillary partial denture	\$743.20	\$0.00
D5721	Rebase mandibular partial denture	\$743.20	\$0.00
D5725	Rebase hybrid prosthesis	\$783.20	\$0.00
D5730	Reline complete maxillary denture (chairside)	\$580.00	\$0.00
D5731	Reline complete mandibular denture (chairside)	\$580.00	\$0.00
D5740	Reline maxillary partial denture (chairside)	\$580.00	\$0.00
D5741	Reline mandibular partial denture (chairside)	\$580.00	\$0.00
D5750	Reline complete maxillary denture (laboratory)	\$580.00	\$0.00
D5751	Reline complete mandibular denture (laboratory)	\$580.00	\$0.00
D5760	Reline maxillary partial denture (laboratory)	\$580.00	\$0.00
D5761	Reline mandibular partial denture (laboratory)	\$580.00	\$0.00
D5765	Soft Liner for complete or partial removable denture- indirect	\$580.00	\$0.00
D5810	Interim complete denture (maxillary)	\$1,136.00	\$0.00
D5811	Interim complete denture (mandibular)	\$1,136.00	\$0.00
D5820	Interim partial denture (maxillary)	\$1,136.00	\$0.00
D5821	Interim partial denture (mandibular)	\$1,136.00	\$0.00
D5850	Tissue conditioning, maxillary	\$160.00	\$0.00
D5851	Tissue conditioning, mandibular	\$160.00	\$0.00
D5862	Precision attachment, by report	\$778.40	\$0.00

D5863	Overdenture - complete maxillary	\$3,040.00	\$0.00
D5864	Overdenture - partial maxillary	\$2,800.00	\$0.00
D5865	Overdenture - complete mandibular	\$2,800.00	\$0.00
D5866	Overdenture - partial mandibular	\$2,800.00	\$0.00
D5867	Replacement of replaceable part of semi-precision or precision attachment (male or female component)	\$392.00	\$0.00
D5875	Modification of removable prosthesis following implant surgery	\$389.60	\$0.00
D5986	Fluoride gel carrier	\$190.40	\$0.00
D5999	Unspecified maxillofacial prosthesis, by report	\$240.00	\$0.00
D6010	Surgical placement of implant body: endosteal implant	\$2,000.00	\$0.00
D6011	Second stage implant surgery	\$629.60	\$0.00

D6012	Surgical placement of interim implant body for transitional prosthesis: endosteal implant	\$1,965.60	\$0.00
D6013	Surgical placement of mini implant	\$1,965.60	\$0.00
D6040	Surgical placement: eposteal implant	\$1,965.60	\$0.00
D6050	Surgical placement: transosteal implant	\$1,965.60	\$0.00
D6051	Interim abutment	\$576.00	\$0.00
D6055	Connecting bar - implant supported or abutment supported	\$2,796.00	\$0.00
D6056	Prefabricated abutment - includes modification and placement	\$804.00	\$0.00
D6057	Custom fabricated abutment - includes placement	\$943.20	\$0.00
D6058	Abutment supported porcelain/ceramic crown	\$1,652.00	\$0.00
D6059	Abutment supported porcelain fused to metal crown (high noble metal)	\$1,652.00	\$0.00
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)	\$1,652.00	\$0.00
D6061	Abutment supported porcelain fused to metal crown (noble metal)	\$1,652.00	\$0.00
D6062	Abutment supported cast metal crown (high noble metal)	\$1,652.00	\$0.00
D6063	Abutment supported cast metal crown (predominantly base metal)	\$1,652.00	\$0.00
D6064	Abutment supported cast metal crown (noble metal)	\$1,652.00	\$0.00
D6065	Implant supported porcelain/ceramic crown	\$1,835.20	\$0.00
D6066	Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)	\$1,835.20	\$0.00
D6067	Implant supported metal crown (titanium, titanium alloy, high noble metal)	\$1,835.20	\$0.00
D6068	Abutment supported retainer for porcelain/ceramic FPD	\$1,652.00	\$0.00
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)	\$1,652.00	\$0.00
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)	\$1,652.00	\$0.00
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)	\$1,652.00	\$0.00

D6072	Abutment supported retainer for cast metal FPD (high noble metal)	\$1,652.00	\$0.00
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)	\$1,652.00	\$0.00
D6074	Abutment supported retainer for cast metal FPD (noble metal)	\$1,652.00	\$0.00
D6075	Implant supported retainer for ceramic FPD	\$1,652.00	\$0.00
D6076	Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)	\$1,652.00	\$0.00
D6077	Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)	\$1,652.00	\$0.00
D6080	Implant maintenance procedures when prostheses are removed and reinserted, including cleansing of prostheses and abutments	\$328.00	\$0.00
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure	\$63.20	\$0.00
D6082	Implant supported crown – porcelain fused to predominantly base alloys	\$1,652.00	\$0.00
D6083	Implant supported crown – porcelain fused to noble alloys	\$1,652.00	\$0.00
D6084	Implant supported crown – porcelain fused to titanium and titanium alloys	\$1,760.00	\$0.00
D6085	Provisional implant crown	\$592.00	\$0.00
D6086	Implant supported crown – predominantly base alloys	\$1,652.00	\$0.00
D6087	Implant supported crown – noble alloys	\$1,652.00	\$0.00

D6088	Implant supported crown – titanium and titanium alloys	\$1,760.00	\$0.00
D6090	Repair implant supported prosthesis, by report	\$708.00	\$0.00
D6091	Replacement of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment	\$682.40	\$0.00
D6092	Re-cement or re-bond implant/abutment supported crown	\$306.40	\$0.00
D6093	Re-cement or re-bond implant/abutment supported fixed partial denture	\$306.40	\$0.00
D6094	Abutment supported crown (titanium)	\$1,760.00	\$0.00
D6095	Repair implant abutment, by report	\$480.80	\$0.00
D6096	remove broken implant retaining screw	\$488.00	\$0.00
D6097	Abutment supported crown – porcelain fused to titanium and titanium alloys	\$1,652.00	\$0.00
D6098	Implant supported retainer – porcelain fused to predominately base alloys	\$1,652.00	\$0.00
D6099	Implant supported retainer for FPD – porcelain fused to noble alloys	\$1,652.00	\$0.00
D6100	Implant removal, by report	\$577.60	\$0.00
D6101	Debridement of a peri-implant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure	\$648.00	\$0.00
D6102	Debridement and osseous contouring of a peri-implant defect or defects surrounding a single implant and includes surface cleaning of the exposed	\$832.00	\$0.00

	implant surfaces, including flap entry and closure		
D6103	Bone graft for repair of peri-implant defect - does not include flap entry and closure	\$701.60	\$0.00
D6104	Bone graft at time of implant placement	\$412.00	\$0.00
D6110	Implant/abutment supported removable denture for edentulous arch - maxillary	\$2,800.00	\$0.00
D6111	Implant/abutment supported removable denture for edentulous arch - mandibular	\$2,800.00	\$0.00
D6112	Implant/abutment supported removable denture for partially edentulous arch - maxillary	\$2,800.00	\$0.00
D6113	Implant/abutment supported removable denture for partially edentulous arch - mandibular	\$2,800.00	\$0.00
D6114	Implant/abutment supported fixed denture for edentulous arch - maxillary	\$2,800.00	\$0.00
D6115	Implant/abutment supported fixed denture for edentulous arch - mandibular	\$2,800.00	\$0.00
D6116	Implant/abutment supported fixed denture for partially edentulous arch - maxillary	\$2,800.00	\$0.00
D6117	Implant/abutment supported fixed denture for partially edentulous arch - mandibular	\$2,800.00	\$0.00
D6190	Radiographic/surgical implant index, by report	\$431.20	\$0.00
D6192	Semi-Precision Attachment – Placement	\$256.00	\$0.00
D6194	Abutment supported retainer crown for FPD (titanium)	\$1,652.00	\$0.00
D6195	Abutment supported retainer – porcelain fused to titanium and titanium alloys	\$1,760.00	\$0.00
D6198	Remove interim implant component	\$142.40	\$0.00
D6210	Pontic - cast high noble metal	\$1,181.60	\$0.00
D6211	Pontic - cast predominantly base metal	\$1,037.60	\$0.00
D6212	Pontic - cast noble metal	\$1,095.20	\$0.00
D6214	Pontic - titanium	\$1,200.00	\$0.00
D6240	Pontic - porcelain fused to high noble metal	\$1,222.40	\$0.00
D6241	Pontic - porcelain fused to predominantly base metal	\$1,131.20	\$0.00

D6242	Pontic - porcelain fused to noble metal	\$1,200.00	\$0.00
D6243	Pontic – porcelain fused to titanium and titanium alloys	\$1,280.00	\$0.00
D6245	Pontic - porcelain/ceramic	\$1,644.80	\$0.00
D6250	Pontic - resin with high noble metal	\$845.60	\$0.00
D6251	Pontic - resin with predominantly base metal	\$845.60	\$0.00
D6252	Pontic - resin with noble metal	\$845.60	\$0.00
D6253	Provisional pontic - further treatment or completion of diagnosis necessary prior to final impression	\$840.00	\$0.00
D6545	Retainer - cast metal for resin bonded fixed prosthesis	\$880.00	\$0.00

D6740	Retainer crown - porcelain/ceramic	\$1,644.80	\$0.00
D6750	Retainer crown - porcelain fused to high noble metal	\$1,644.80	\$0.00
D6751	Retainer crown - porcelain fused to predominantly base metal	\$1,456.00	\$0.00
D6752	Retainer crown - porcelain fused to noble metal	\$1,456.00	\$0.00
D6753	Retainer crown – porcelain fused to titanium and titanium alloys	\$1,760.00	\$0.00
D6780	Retainer crown - 3/4 cast high noble metal	\$1,456.00	\$0.00
D6781	Retainer crown - 3/4 cast predominantly base metal	\$1,456.00	\$0.00
D6782	Retainer crown - 3/4 cast noble metal	\$1,456.00	\$0.00
D6783	Retainer crown - 3/4 porcelain/ceramic	\$1,456.00	\$0.00
D6790	Retainer crown - full cast high noble metal	\$1,456.00	\$0.00
D6791	Retainer crown - full cast predominantly base metal	\$1,456.00	\$0.00
D6792	Retainer crown - full cast noble metal	\$1,456.00	\$0.00
D6793	Provisional retainer crown - further treatment or completion of diagnosis necessary prior to final impression	\$796.00	\$0.00
D6794	Retainer crown - titanium	\$1,760.00	\$0.00
D6930	Re-cement or re-bond fixed partial denture	\$168.80	\$0.00
D6950	Precision attachment	\$315.20	\$0.00
D6980	Fixed partial denture repair necessitated by restorative material failure	\$456.00	\$0.00
D6999	Unspecified fixed prosthodontic procedure, by report	\$240.00	\$0.00
D7111	Extraction, coronal remnants - deciduous tooth	\$128.00	\$0.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$355.20	\$0.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$390.40	\$0.00
D7220	Removal of impacted tooth - soft tissue	\$411.20	\$0.00
D7230	Removal of impacted tooth - partially bony	\$472.00	\$0.00
D7240	Removal of impacted tooth - completely bony	\$518.40	\$0.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$518.40	\$0.00
D7250	Removal of residual tooth roots (cutting procedure)	\$363.20	\$0.00
D7251	Coronectomy - intentional partial tooth removal	\$72.00	\$0.00
D7280	Exposure of an unerupted tooth	\$659.20	\$0.00
D7283	Placement of device to facilitate eruption of impacted tooth	\$540.00	\$0.00
D7285	Incisional biopsy of oral tissue - hard (bone, tooth)	\$412.00	\$0.00
D7286	Incisional biopsy of oral tissue - soft	\$334.40	\$0.00
D7288	Brush biopsy - transepithelial sample collection	\$216.00	\$0.00
D7295	Harvest of bone for use in autogenous grafting procedure	\$960.00	\$0.00

D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth	\$389.60	\$0.00
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	spaces, per quadrant		
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$324.00	\$0.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$472.00	\$0.00
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$324.00	\$0.00
D7410	Excision of benign lesion up to 1.25 cm	\$416.00	\$0.00
D7411	Excision of benign lesion greater than 1.25 cm	\$416.00	\$0.00
D7412	Excision of benign lesion, complicated	\$520.00	\$0.00
D7413	Excision of malignant lesion up to 1.25 cm	\$416.00	\$0.00
D7414	Excision of malignant lesion greater than 1.25 cm	\$416.00	\$0.00
D7415	Excision of malignant lesion, complicated	\$520.00	\$0.00
D7430	Excision soft tissue < 1.25cm	\$416.00	\$0.00
D7431	Excision soft tissue > 1.25 Cm	\$416.00	\$0.00
D7472	Removal of torus palatinus	\$743.20	\$0.00
D7473	Removal of torus mandibularis	\$743.20	\$0.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$289.60	\$0.00
D7880	Occlusal orthotic device, by report	\$1,044.00	\$0.00
D7881	Occlusal orthotic device adjustment	\$216.00	\$0.00
D7922	placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site	\$60.00	\$0.00
D7951	Sinus augmentation with bone or bone substitutes via a lateral open approach	\$1,821.60	\$0.00
D7952	Sinus augmentation via a vertical approach	\$720.00	\$0.00
D7953	Bone replacement graft for ridge preservation - per site	\$2,420.00	\$0.00
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	\$440.00	\$0.00
D7970	Excision of hyperplastic tissue - per arch	\$630.40	\$0.00
D7999	Unspecified oral surgery procedure, by report	\$240.00	\$0.00
D8040	Limited orthodontic treatment of the adult dentition	\$3,742.40	\$0.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$4,818.40	\$0.00
D8999	Unspecified orthodontic procedure, by report	\$240.00	\$0.00
D9110	Palliative (emergency) treatment of dental pain - minor procedure	\$117.60	\$0.00
D9120	Fixed partial denture sectioning	\$232.00	\$0.00
D9210	Local anesthesia not in conjunction with operative or surgical procedures	\$80.00	\$0.00
D9215	Local anesthesia in conjunction with operative or surgical procedures	\$63.20	\$0.00
D9222	deep sedation/general anesthesia – first 15 minutes	\$164.00	\$0.00
D9223	Deep sedation/general anesthesia - each 15 minute increment	\$140.00	\$0.00
D9230	Inhalation of nitrous oxide / analgesia, anxiolysis	\$76.00	\$0.00

D9248	Non-intravenous conscious sedation	\$352.00	\$0.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$142.40	\$0.00
D9311	Consultation with a medical health care professional	\$120.00	\$0.00
D9410	House/extended care facility call	\$0.00	\$0.00
D9450	Case presentation, detailed and extensive treatment planning	\$156.00	\$0.00

D9610	Therapeutic parenteral drug, single administration	\$116.80	\$0.00
D9612	Therapeutic parenteral drugs, two or more administrations, different medications	\$140.00	\$0.00
D9630	Drugs or medicaments dispensed in the office for home use	\$49.60	\$0.00
D9910	Application of desensitizing medicament	\$64.80	\$0.00
D9911	Application of desensitizing resin for cervical and/or root surface, per tooth	\$115.20	\$0.00
D9930	Treatment of complications (post-surgical) - unusual circumstances, by report	\$204.00	\$0.00
D9932	Cleaning and inspection of removable complete denture, maxillary	\$119.20	\$0.00
D9933	Cleaning and inspection of removable complete denture, mandibular	\$119.20	\$0.00
D9934	Cleaning and inspection of removable partial denture, maxillary	\$119.20	\$0.00
D9935	Cleaning and inspection of removable partial denture, mandibular	\$119.20	\$0.00
D9941	Fabrication of athletic mouthguard	\$360.00	\$0.00
D9942	Repair and/or relining of occlusal guard	\$288.00	\$0.00
D9943	Occlusal guard adjustment	\$63.20	\$0.00
D9944	occlusal guard – hard appliance, full arch	\$519.20	\$0.00
D9945	occlusal guard – soft appliance, full arch	\$519.20	\$0.00
D9946	occlusal guard – hard appliance, partial arch	\$519.20	\$0.00
D9950	Occlusion analysis - mounted case	\$296.80	\$0.00
D9951	Occlusal adjustment - limited	\$272.80	\$0.00
D9952	Occlusal adjustment - complete	\$649.60	\$0.00
D9970	Enamel microabrasion	\$429.60	\$0.00
D9972	External bleaching - per arch - performed in office	\$0.00	\$0.00
D9973	External bleaching - per tooth	\$0.00	\$0.00
D9974	Internal bleaching - per tooth	\$0.00	\$0.00
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays	\$0.00	\$0.00
D9994	Dental case management - patient education to improve oral health literacy	\$0.00	\$0.00
D9995	teledentistry – synchronous; real-time encounter	\$0.00	\$0.00
D9996	Teledentistry – Asynchronous	\$0.00	\$0.00
D9997	Dental Case Management – patients with special health care needs	\$0.00	\$0.00

D9999	Unspecified adjunctive procedure, by report	\$240.00	\$0.00
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ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or

Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

- **General Requirements Applicable to All Contractors' Insurance**

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Burnet County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Burnet County contract number and all endorsements by number.
- Insurance required under this Contract which names Burnet County as Additional Insured shall be considered primary for all claims.
- Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

- Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).
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- **Specific Requirements**

The following requirements apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- **Workers' Compensation and Employers' Liability Insurance**
 - Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
 - Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
 - Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Burnet County:
 - Waiver of Subrogation
 - Thirty (30) day Notice of Cancellation
- **Commercial General Liability Insurance**
 - Minimum limit: \$500,000 per occurrence for coverage A and B with a \$1,000,000 policy aggregate
 - The Policy shall contain or be endorsed as follows:
 - Blanket contractual liability for this Contract
 - Independent Contractor Coverage
 - The Policy shall also include the following endorsements in favor of Burnet County:
 - Waiver of Subrogation
 - Thirty (30) day Notice of Cancellation
 - Burnet County named as additional insured

Supplement Insurance Requirement: If child care, or housing arrangements for clients is provided, the required limits shall be:

\$1,000,000 per occurrence with a \$2,000,000 policy aggregate

- **Business Automobile Liability Insurance**
 - If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
 - Policy shall also include the following endorsements in favor of Burnet County:

- Waiver of Subrogation
 - Thirty (30) day Notice of Cancellation
 - Travis County named as additional insured
- Professional Liability and/or E & O Insurance
 - Minimum Limit: \$1,000,000 per Occurrence
 - If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
 - Additional insured status for Burnet County is not required

ATTACHMENT D
ETHICS SWORN DECLARATION

Date: _____

Name of Declarant: _____

Title of Declarant: _____

Business Name of Contractor: _____

County of Contractor: _____

Declarant on oath swears that the following statements are true and complete:

1. Declarant is authorized by Contractor to make this Sworn Declaration for Contractor.
2. Declarant is fully aware of the facts stated in this Sworn Declaration.
3. Declarant can read the English language.
4. Contractor has received the list of key contracting persons associated with this Agreement which is attached to this Sworn Declaration as Exhibit "1".
5. Declarant has personally read Exhibit "1" to this Sworn Declaration.
6. Declarant has no knowledge of any key contracting person on Exhibit "1" with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit "2" to this Sworn Declaration.

Signature of Declarant

Typed or printed name of Declarant

Address

City, State Zip Code

State Zip Code

Zip Code

EXHIBIT 1, ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS

[illegible]

[illegible]

EXHIBIT 2, ATTACHMENT D

DISCLOSURE

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the date of execution of the agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365-day period immediately prior to the date of execution of the agreement.

ATTACHMENT E
BUSINESS ASSOCIATES AGREEMENT

This Business Associate Agreement is made as of (“Effective Date”), by and between County of Burnet (the “Covered Entity”) and Texas Mobile Dentists, Inc. d/b/a Enable Dental. (“Contractor” or “Business Associate”). Covered Entity and Contractor may be referred to individually as a “party” or collectively as the “parties.”

Either prior to or contemporaneously with the execution of this Business Associate Agreement, Contractor and Covered Entity have entered into an agreement (the “Service Agreement”) pursuant to which Contractor has been engaged to provide on-site dental services on behalf of Covered Entity.

- Obligations

In the course of providing these services to or on behalf of Covered Entity, Contractor acknowledges and agrees that it will either create, receive, maintain, access, or transmit

information that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Insurance Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and current and future regulations promulgated under HIPAA and/or the HITECH Act, as well as Texas laws related to the privacy and security of health information, including, but not limited to, Texas Health and Safety Code Chapters 181 and 182.

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To the extent that Business Associate uses, discloses, maintains, or transmits protected health information ("PHI") that concerns alcohol and substance abuse treatment, Business Associate acknowledges and agrees that:

- such information is protected by 42 C.F.R. Part 2 ("Part 2"), and Business Associate is bound by these regulations;
- Part 2 prohibits Business Associate from further disclosing such information unless disclosure is authorized by Part 2, Subparts D or E, or Business Associate obtains the written consent of the individual whose PHI is to be further disclosed; and
- if necessary, Business Associate will resist any effort to obtain access to such information by initiating judicial proceedings against the person or entity attempting to gain access in contravention of Part 2.

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Obligations of Business Associate and Business Associate Subcontractors. Business Associate agrees (and its Subcontractors will agree through the execution of a written contract) to comply with all of the provisions of this Section 1.3. For purposes of clarification, the obligations set forth in this Section shall apply to all of Business Associate's subcontractors (as that term is defined in 45 C.F.R. 160.103) and subcontractor's downstream subcontractors who create, receive, use, disclose, or have access to Covered Entity's PHI. Any reference to Business Associate in this Agreement includes all of Business Associate's subcontractors, directors, officers, employees, affiliates, agents, and representatives, as well as subcontractors' downstream subcontractors. Business Associate expressly acknowledges and agrees that it will be liable for the actions and omissions of its subcontractor(s) and its subcontractors' downstream subcontractors (collectively referred to as "Subcontractor" or "Subcontractors").

- *Use Reasonable Safeguards to Secure Protected Health Information.* The HITECH Act and final Omnibus Rule as published at 78 Federal Register 5566 (January 25, 2013) require Business Associate to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees that it will comply with those provisions of the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"). Business Associate acknowledges and agrees that the provisions of the Security Rule with which it must comply require Business Associate to:

- employ appropriate administrative and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Business Associate Agreement. These safeguards will include, without limitation:

- implementing written policies and procedures in compliance with HIPAA, HITECH, and the Privacy and Security Rule;

- performing a security risk assessment; and

- regularly and adequately training its employees, and any Subcontractors who will have access to PHI on the policies and procedures required by HIPAA, HITECH, their implementing regulations, and state law.

- use, to the extent possible, commercially reasonable efforts to secure electronic protected health information (“EPHI”) through technical safeguards that render such EPHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such EPHI. At a minimum, Business Associate will use technical safeguards that are compliant with 45 C.F.R. Section 164.312, or such later regulations or guidance promulgated by the U.S. Department of Health and Human Services (“HHS”) or issued by the National Institute for Standards and Technology (“NIST”) that concern the protection of identifiable data such as PHI.

- provide Covered Entity with a copy of its written information security program before execution of this Business Associate Agreement.

- *Use and Disclose Protected Health Information for Permissible Purposes.*

- Business Associate agrees that it will:

- use or disclose PHI only in connection with fulfilling its duties and obligations under this Business Associate Agreement and the Service Agreement;

- not use or disclose PHI other than as permitted by Section 2 of this Business Associate Agreement or as required by Section 1.3.3 of this Agreement; and

- not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.

- Business Associate may disclose PHI that is not protected by Part 2 to Subcontractors as necessary to perform its obligations under the Service Agreement and as permitted or required by applicable federal or state law.

- Under no circumstances will Business Associate:

- sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153;

- use or further disclose genetic information for underwriting purposes;

- attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action would be permitted if performed by the Covered Entity; or

- use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152. Before Business Associate can sell, use, or disclose PHI for marketing purposes, Business Associate must first obtain Covered Entity’s written consent.

- *Support Covered Entity in Fulfilling its Obligations.* If the Business Associate maintains a Designated Record Set (as defined in 45 C.F.R. 164.501), Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 C.F.R. Sections 164.524, 164.526, and 164.528. To the extent that Business Associate is asked to carry out Covered Entity's obligations under these sections, Business Associate will comply with the requirements that apply to Covered Entity in the performance of such obligations.

- Requests for Access (45 C.F.R. 164.524)

- Business Associate will provide Covered Entity with any PHI subject to an individual's request for access within three (3) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the PHI subject to the request will be forwarded in electronic form.

- In the event any individual requests access to PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable to the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination as to the availability of the requested material.

- Requests for Amendment (45 C.F.R. 164.526)

- Business Associate will provide Covered Entity with the PHI subject to an individual's request for amendment within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity requests otherwise, the PHI subject to the request will be forwarded in electronic form.

- In the event any individual requests an amendment of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable for inspection by the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination on the request.

(c) Business Associate will incorporate any amendment to PHI that Covered Entity directs or agrees to make no later than fifteen (15) days after Covered Entity requests the amendment be effected.

- Accounting of Disclosures (45 C.F.R. 164.528)

- In order to allow Covered Entity to respond to an individual's request for an accounting, Business Associate will provide Covered Entity with the information required by 45 C.F.R. Section 164.528 within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the information will be forwarded in electronic form.

- In the event any Individual requests an accounting of disclosure of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days.

- At a minimum, Business Associate will provide Covered Entity with the following information:

- the date of the disclosure;
- the name of the entity or person who received the PHI, and if known, the address of such entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of the purpose of such disclosure.

- Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Subsection 1.3.4.

- *Keep Accurate and Detailed Records.* Business Associate will keep such accurate and detailed records pertaining to:

- all disclosures of PHI to third parties, including those made to Business Associate's directors, officers, employees, affiliates, agents, Subcontractors, and representatives, other than those disclosures that meet the exception criteria of 45 C.F.R. Section 164.528, for a period of at least six (6) years from the date of termination of this Agreement; and

- the written agreements it enters into with Subcontractors. Business Associate will provide Covered Entity with a copy of such agreements, upon request, and will also keep a written list of all Subcontractors to whom Business Associate discloses PHI.

- *Cooperate with Covered Entity and the Secretary.* Business Associate agrees that:

- Business Associate will submit such compliance reports, in such time and manner and containing such information, as the Secretary of HHS ("Secretary") may determine to be necessary to verify compliance with applicable HIPAA provisions.

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Business Associate will cooperate with the Secretary, if the Secretary undertakes investigations or compliance review of the policies, procedures, or practices of Covered Entity or Business Associate. Business Associate will also cooperate with Covered Entity if Covered Entity undertakes an audit to determine Business Associate's compliance with this Business Associate Agreement.

- Business Associate must permit access to the Secretary and Covered Entity, as applicable, during normal business hours to its facilities, books, records, accounts, and other sources of information, including PHI, in order for the Secretary or Covered Entity to ascertain Business Associate's compliance with HIPAA provisions or this Business Associate Agreement, respectively.

- Notwithstanding the foregoing, if the Secretary determines that exigent circumstances exist, such as when documents may be hidden or destroyed, Business Associate must permit access by the Secretary at any time and without notice.

- If any information required of the Business Associate is under the exclusive possession of any other agency, institution, or person and the other agency, institution, or person fails to furnish the information, the Business Associate must so certify and set forth what efforts it has made to obtain the information.

- Business Associate will provide Covered Entity with copies of all documents provided to the Secretary or other regulatory and accreditation authorities.

- In addition to Business Associate's obligations under Section 1.3.5(iii)(c), Business Associate will provide copies of any documents reasonably requested by Covered Entity. Documents will be made available to Covered Entity within fourteen (14) days of Covered Entity's request at no charge.

- *Enter into Business Associate Agreements with Subcontractors.*

- In accordance with 45 C.F.R. 164.314(a)(2)(B), Business Associate will enter into a signed written agreement with its Subcontractor(s), if any, that:

- Binds the Subcontractor to the same provisions, restrictions, and conditions as contained in this Business Associate Agreement;

- Contains reasonable assurances from Subcontractor that the PHI will be held confidential as provided in this Business Associate Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to Subcontractor;

- Establishes the permitted and required uses and disclosures of PHI by the Subcontractor. The written agreement will not authorize the Subcontractor to use or further disclose PHI in a manner that would violate 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule") or Part 2, if done by Covered Entity;

- Obligates Subcontractor to forward a request from an individual to Business Associate on the same day that Subcontractor receives such requests;

- Obligates Subcontractor to immediately notify Business Associate of any breaches (including breaches of unsecured PHI as required by 45 C.F.R. 164.410) of the confidentiality of the PHI and Security Incidents (as defined in 45 C.F.R. 164.304) of which it becomes aware; and

- Requires the Subcontractor to comply with the applicable requirements of HIPAA (including but not limited to the Security and Privacy Rule) as well as Texas Privacy provisions.

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Business Associate will provide Covered Entity with a copy of each such written agreement, upon request.

- *Survival.* The provisions of this Section 1.3 will survive the termination of this Business Associate Agreement

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Obligations of Covered Entity.

- *Resolve and Report All Appeals and Complaints.* Any denial of access or amendment to PHI, which is determined by Covered Entity and conveyed to Business Associate by Covered Entity, will be the sole responsibility of Covered Entity. Covered Entity will resolve, and report all appeals and/or complaints arising from such denials.

- Restrictions on the use and Disclosure of PHI

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Except as otherwise specified herein, Business Associate may use or disclose any PHI necessary to perform its obligations under the Service Agreement.

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Improper Uses and Disclosures.

- Neither Business Associate nor its directors, officers, employees, Subcontractors, or agents will disclose PHI to any person other than a member of their respective workforces, unless disclosure is required by law or authorized by the person whose PHI is to be disclosed.

- Business Associate and its Subcontractors will not disclose PHI to any member of its respective workforce unless Business Associate or Subcontractor has advised such member of Business Associate's obligations under this Business Associate Agreement, and of the consequences for such person and for Business Associate or such Subcontractor of violating them. Business Associate will take and will require that each of its Subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Business Associate Agreement.

- If PHI is used or disclosed by Business Associate in violation of this Business Associate Agreement, Business Associate will:

- notify Covered Entity within the timeframe described in Section 4.4;

- upon Covered Entity's direction, take steps to mitigate any harmful effect that is known to Business Associate and is the result of such improper use or disclosure, and

- indemnify Covered Entity pursuant to Section 7 of this Business Associate Agreement.

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Minimum Necessary.

- Business Associate will comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure of Limited Data Sets.

- Business Associate acknowledges and agrees that Section 13405(b) of the HITECH Act requires Business Associate to limit its uses and disclosures of PHI to either:

- the information making up a Limited Data Set (as defined in 45 C.F.R. 164.514); or

- the minimum PHI necessary to accomplish the intended purpose of the use or disclosure.

- Reporting of Breaches, Security Incidents, and Improper Disclosures

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Definition of Breach. The term “Breach,” as used in this Agreement, refers to two (2) distinct types of breaches: a HIPAA Breach and a Breach of System Security.

- A “HIPAA Breach” is the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA and which compromises the security or privacy of such information.

- A “Breach of System Security” means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information (as defined in Section 521.002 of the Texas Business and Commerce Code) maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

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Breach Reporting.

- In the event of a Breach of any Unsecured PHI (as defined in 45 C.F.R. 402) or sensitive personal information that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate will provide notice of the Breach to Covered Entity immediately, but in no event more than three (3) days after discovering the Breach.

- For purposes of this Business Associate Agreement, a Breach of Unsecured PHI or sensitive personal information will be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate (including any person, other than the individual committing the Breach, who is an employee, officer, Subcontractor, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should have been known to Business Associate following the exercise of reasonable diligence.

- Business Associate will be liable to, and indemnify Covered Entity for, unreasonable delays in reporting Breaches to Covered Entity.

- Notice of a Breach will include, at a minimum:

- the identification of each individual whose PHI or sensitive personal information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach;

- the date of the Breach, if known, and the date the Breach was discovered;

- a description of the types of PHI or sensitive personal information involved (e.g., names, Social Security numbers, dates of birth, home addresses, or medical record numbers);

- a description of the Business Associate's response to the Breach, if any (i.e., what the Business Associate has done to investigate the Breach and to protect against future Breaches); and

- any other reasonable information requested by Covered Entity.

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Duties Following a Breach. In addition to Business Associate's obligations under Section 3.2, Business Associate has a duty to:

- inform Covered Entity of any new information learned by Business Associate regarding the Breach;

- assist Covered Entity in:

- conducting a risk assessment of the Breach;

- providing notice of the Breach as required by the Privacy and Security Rule;

- mitigating any harmful effect of such Breach, whether the harm is known by Business Associate to exist or merely directed by Covered Entity;

- pay all costs associated with mitigation and public or individual notice efforts (including the costs associated with a Subcontractor's breach); and

- appoint a liaison and provide contact information for same so that Covered Entity may ask Business Associate questions or learn additional information about the Breach.

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Reporting of Security Incidents and Improper Disclosures. Business Associate will report to Covered Entity any Security Incident, unauthorized or improper use or disclosure of any PHI under the terms and conditions of this Business Associate Agreement or applicable federal and state laws as soon as practicable, but in no event later than two (2) days of the date on which Business Associate becomes aware of such use or disclosure.

- Equitable Remedies

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Business Associate acknowledges and agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Business Associate Agreement, and that such damages will be difficult to quantify.

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Business Associate acknowledges and agrees that, where Covered Entity has knowledge of any material breach by Business Associate, Covered Entity may file an action for injunction against Business Associate to enforce the terms of this Business Associate Agreement. Such proceeding may be brought before any Court having jurisdiction to obtain an injunction.

- Business Associate acknowledges and agrees that Covered Entity may also pursue any other legal remedies available to Covered Entity to cure or stop such material breach.

- Term and Termination

- General Term and Termination. This Business Associate Agreement will become effective on the Effective Date of the Service Agreement and will terminate when all PHI provided by either party to the other or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section 6, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of Section 6 of this Business Associate Agreement.

- Termination for Material Breach.

- Where Covered Entity has knowledge of a material breach by Contractor, Covered Entity may terminate both the Service and Business Associate agreements it has executed with Contractor. Such termination may occur before the expiration of the Service Agreement and without provision of notice or an opportunity for Contractor to cure.

- Business Associate commits a material breach of this Agreement if Business Associate:

- knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, unless the Business Associate takes reasonable steps to cure the breaches or end the violation, as applicable;

- impermissibly uses or discloses PHI;
 - fails to provide Covered Entity with timely and accurate Breach notification;

- fails to provide timely access, either to Covered Entity, a requesting individual, or the requesting individual's designee, to a copy of PHI;

- fails to provide a timely and accurate accounting;
 - fails to timely disclose PHI where required by the Secretary;

- fails to fully comply with Texas law, the Security Rule, or the Privacy Rule; or

- otherwise fails to fully comply with this Business Associate Agreement.

- Alternatively, Covered Entity will have the right to cure any breach of Business Associate's obligations under this Business Associate Agreement.

- When Covered Entity chooses to exercise this right, Covered Entity will give Business Associate notice of its election to cure any such breach, and Business Associate will cooperate fully.

- Business Associate will compensate Covered Entity for the efforts Covered Entity undertakes to cure Business Associate's breach. Payment for such efforts will be made to Covered Entity within thirty (30) days.

- Return/Destruction of Protected Health Information upon Termination Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI will be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate or its Subcontractors in the course of fulfillment of its obligations pursuant to this Business Associate Agreement and the Service Agreement. Upon termination of the Business Associate Agreement or Service Agreement for any reason, Business Associate will:

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If feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate or any of its directors, officers, employees, affiliates, Subcontractors, agents, and representatives still maintain in any form; or

- Business Associate agrees that all paper, film, or other hard copy media will be shredded or destroyed such that it may not be reconstructed, and EPHI will be purged or destroyed as set forth in the NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>.

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If Covered Entity and Business Associate mutually determine that such return or destruction is not feasible, Business Associate's will:

- continue to use appropriate safeguards and comply with the Security Rule (45 C.F.R Part 164, Subpart C), with respect to EPHI;

- extend the conditions of Section 2 of this Business Associate Agreement to all PHI retained by Business Associate;

- further limit the uses and disclosures of PHI to those purposes that that make the return or destruction of the PHI infeasible (i.e., for the purposes for which such PHI was maintained); and

- return or destroy the PHI retained as soon as it is no longer needed by Business Associate for the purposes that made the return or destruction of the PHI infeasible.

- Indemnification Business Associate will indemnify, defend and hold harmless Covered Entity and its directors, officers, employees, affiliates, agents, and representatives from and against any and all actions, claims, costs (including court costs and attorneys' fees), demands, suits, penalties, proceedings, losses and liabilities of any kind, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, employees, affiliates, agents, Subcontractors, and representatives in connection with Business Associate's performance under this Business Associate Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Business Associate or Service Agreement. The indemnification provisions of this Section 6 will survive the termination of this Business

Associate Agreement and will apply when actions, claims, demands, or proceedings are brought by a third party or when Business Associate commits a material breach of this Agreement, as described in Section 5.2.1.

- **Amendment.** If any of the rules or regulations promulgated under HIPAA or state law are amended or interpreted in a manner that renders this Business Associate Agreement inconsistent therewith, Covered Entity may, on thirty (30) days written notice to Business Associate, amend this Business Associate Agreement to comply with such amendments or interpretations. Business Associate agrees that it will amend applicable Subcontractor agreements as necessary to comply with changes in laws or regulations.

- **Assignment.** This Agreement may be assigned to any affiliate or successor of the Covered Entity. Notwithstanding the foregoing, no assignment of this Business Associate Agreement or the rights and obligations hereunder will be valid without the prior written consent of the non-assigning party.

- **Conflicting Terms and Requirements.** In the event any terms of this Business Associate Agreement conflict with any terms of the Service Agreement, the terms of this Business Associate Agreement will govern and control. In the event of any conflict between this Business Associate Agreement and federal or Texas law, the more stringent requirements will govern.

11. **Additional Documents.** Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Business Associate Agreement or law.

12. **Entire Agreement.** This Business Associate Agreement, including any exhibits or addenda identified and incorporated by reference herein, contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above. There are no representations, warranties, covenants, promises, agreements, arrangements, or understandings, oral or written, express or implied among the parties hereto relating to the subject matter set forth above which have not been fully expressed herein.

13. **Governing Law and Venue.** This Business Associate Agreement will be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Venue for any dispute relating to this Agreement will be in Travis County, Texas.

14. **Independent Contractor Status.** In performing Business Associate's responsibilities pursuant to this Business Associate Agreement, it is understood and agreed that Business Associate is all times acting as an independent contractor and that Business Associate is not a partner, joint-venturer, agent, or employee of the Covered Entity. It is expressly agreed that Contractor will not for any purpose be deemed to be an agent, ostensible or apparent agent, or servant of the Covered Entity, and the parties agree to take any and all such action as may be reasonably requested by the Covered Entity to inform the public and others utilizing the professional services of Business Associate of such fact.

15. **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with applicable law.

16. **Non-Waiver.** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant or condition of this Business Associate Agreement

will be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant, or condition.

17. No Third Party Beneficiaries. This Business Associate Agreement is not intended to benefit any third person or entity, nor will anyone not a party to this Business Associate Agreement be able to enforce or recover any right or remedy hereunder.

18. Notices. Any notice to a party hereto pursuant to this Business Associate Agreement will be given in writing in the manner and at the address set forth in the Service Agreement for notice. Notice will be effective upon delivery.

19. Parties Bound. This Business Associate Agreement and the rights and obligations hereunder will be binding upon and inure to the benefit of the parties and their permitted assigns. This Business Associate Agreement will also bind and inure to the benefit of any successor of Covered Entity by sale, merger, or consolidation.

20. Severability. The sections, paragraphs and individual provisions contained in this Business Associate Agreement will be considered severable from the remainder of this Agreement and in the event that any section, paragraph, or other provision should be determined to be unenforceable as written for any reason, such determination will not adversely affect the remainder of the sections, paragraphs, or other provisions of this Agreement. It is agreed further, that in the event any section, paragraph or other provision is determined to be unenforceable, the parties will use their best efforts to reach agreement on an amendment to the Agreement to supersede such severed section, paragraph, or provision.

IN WITNESS WHEREOF, the parties have signed this Business Associate Agreement to be effective as of the date set forth above.

TEXAS MOBILE DENTISTS d/b/a ENABLE DENTAL

By: _____

Name: _____

Title: _____

Address: _____

COUNTY OF Burnet

By: _____

Name: _____

Title: _____

Address: 220 South Pierce
 Burnet, Texas
 78611

CONTRACT BETWEEN

D.I.J. CONSTRUCTION, INC. AND BURNET COUNTY, TEXAS

This Contract is executed by and between D.I.J. Construction, Inc. and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

Contract # **BC – 2401**

It is AGREED and UNDERSTOOD that this Contract is for striping on County Rd 200 from Hills of Shady Grove to FM 1174; to provide narrow double yellow Type II with beads and single RPM every 40' through the length of the project, also to include white edge line Type II with beads around 23,000' from Hills of Shady Grove.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per attached Exhibit A: Quote dated 8-12-24.

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 **August 27, 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 \$11,127.80 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 WITHHELD. 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:

Burnet County, Texas

D.I.J. Construction, Inc.

Date

Date

EXHIBIT A

Quote
Prepared

For: Burnet County Pct 2
Attn: Damon Beierle

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

August 12, 2024

Project: County Road 200
Hills of Shady Grove to FM 1174

ITEM	DESCRIPTION
------	-------------

	Provide narrow double yellow Ty II w/ beads and single RPM every 40' through the length of the project. Provide white edgeline Ty II w/ beads around 23,000' from Hills of Shady Grove.
--	---

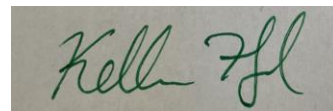
LUMP SUM BIC	\$11,127.80
--------------	-------------

*All materials will be TxDot approved thermoplastic with reflective glass beads.

NOTES: >> REFERENCE POINTS TO BE SUPPLIED BY PRIME CONTRACTOR TO FACILITATE LAYOUT.
>> OTHER THAN INCIDENTAL CLEANING ALL BUTTON OR PAVEMENT MARKING REMOVAL
WILL BE THE RESPONSIBILITY OF THE PRIME CONTRACTOR.
>> QUOTE MUST BE ACCEPTED WITHIN 30 DAYS TO REMAIN VALID.
>> **THIS PROPOSAL IS AN OFFER TO PERFORM THE SPECIFIC WORK DESCRIBED
ABOVE AND IS DEPENDENT ON THE ACCEPTANCE OF AN AGREEABLE
CONTRACT. THIS PROPOSAL WILL BECOME AN ATTACHMENT TO ANY CONTRACT.**
>> PRICING EXCLUDED TAXES, BOND PREMIUMS, AND MUNICIPALITY PERMITS.
>> PRICING DOES NOT INCLUDE REMOVAL OF TABS.

Accepted By:

Submitted By: Kellen Floyd



**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, insurrection, 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 \$100,000 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.

LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on August 8, 2024, is between:

The **Lessor** is a business entity known as RODEOTOWN HOLDING COMPANY with a mailing address of 6000 N. Highway 281, Marble Falls, Texas 78654, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a Texas governmental entity known as BURNET COUNTY, TEXAS with a mailing address of 220 S. Pierce, Burnet, Texas 78611, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

1. **DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee the CADILLAC DANCE HALL located at _____ Fairland Rd., Marble Falls, Texas, hereinafter referred to as the "Premises." The "Premises" shall consist of the inside of the dance hall, the porches, patios, etc. surrounding the dance hall. It does not consist of the stage where the curtains are drawn shall remain drawn on no one allowed on the stage. The congregating area known as the "Green Room" shall not be included in the "premises". The ranch house directly north of the Cadillac shall not be included in the "premises". The kitchen area is included, provided however, it shall not be a congregating area and only workers directly responsible for the event are allowed in the kitchen area.
2. **USE OF LEASED PREMISES.** The Lessor is leasing the Premises to the Lessee for the purpose of holding a dance with food, live music and patrons and the Lessee hereby agrees to lease the Premises for said use. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only.
3. **TERM OF LEASE.** This Lease shall commence for one day/night only (the "Event") on December 6, 2024, between the hours of 7:00 AM to 1:00 AM.
4. **RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor in the amount of \$2500, hereinafter referred to as the "Rent". This is a one-time payment.
5. **RENT PAYMENT.** The Rent shall be paid in cash or check at least 24 hours in advance of the date of the event.
6. **EXPENSES.** Any expenses incurred in the operation of the Event shall be borne solely by the Lessee. In the event Lessor incurs any expenses directly related to the Lessee's event (vendors not being paid, cleanup, etc.), Lessee agrees to reimburse these costs to Lessor within a reasonable time.
7. **SECURITY DEPOSIT.** A security deposit shall not be required.

8. **FURNISHINGS.** The Lessor will provide tables, chairs, and any items that now exist in the kitchen area to the Lessee under this Lease. The use of the sound system on the stage is not permitted nor is it a part of this lease. With prior arrangements, the Lessee may use the house system, which exists right off the dance floor. No equipment behind the curtain is leased to the Lessee.

9. **PARKING.** Parking shall be provided for the Lessee including all parking in the field north of the facility. Neither Lessee nor its invitees shall park in the spaces or areas marked "No Parking" or "Band Parking Only," except for bona fide band members.

10. **NO SALE OF ALCOHOL.** Lessee understands that this is not a licensed location under the Texas Alcoholic Beverage Commission for the sale of alcohol of any kind. Any such beverages are permitted but "BYOB" only.

11. **MAINTENANCE.** The Lessee will leave the dance hall in a reasonably clean manner. The Lessee will be responsible for any damage to the facility.

12. **DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall engage in mediation with a mediator agreed upon by both parties in accordance with the laws in the State of Texas. If the Lessor and Lessee fail to resolve the dispute through mediation then either party may seek redress in a Court of competent jurisdiction in Burnet County, the county of mandatory venue.

13. **INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

14. **WAIVER.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

15. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Texas.

16. **NOTICES.** Notices shall be addressed to the following:

Lessor: Eddie Shell

Lessee: Burnet County

17. **SEVERABILITY.** If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make them legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

18. **BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature _____ Date _____
Eddie Shell

LESSEE SIGNATURE

Signature _____ Date _____
Burnet County, Texas
By: _____



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Burnet County, Texas, with offices at 220 S Pierce Street, Burnet, Texas("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 12, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Tyler sales quotation attached as Exhibit A to the Agreement is hereby replaced in its entirety with the Tyler sales quotation attached hereto as Exhibit 1.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Burnet County, TX

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



Exhibit 1
Amendment Investment Summary

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Quoted By:
Quote Expiration:
Quote Name:

Jon Phillips
7/28/23
Burnet County SaaS no Fraud
Guard

Sales Quotation For:

Burnet County
220 S Pierce St
Burnet, TX 78611-2200
Phone: +1 (512) 715-5252

Tyler Software

Description	# of Years	Annual Fee
Records Management		
Software		
Recorder Base		
Full Seat License [8]		
eRecording		
Records Public Access		
Ecommerce		
EMarriage		
Intelligent Redaction		
TOTAL	5	\$ 55,353

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Intelligent Redaction		
Total Hours	324	
TOTAL	\$ 60,450	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 55,353
Total Tyler Services	\$ 60,450	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 60,450	\$ 55,353
Contract Total	\$ 115,803	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations:
Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



EAST TEXAS MACK SALES, LLC
2934 HIGHWAY 31 N
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505



DATE: August 7, 2024
CUSTOMER NAME: BURNET COUNTY
ADDRESS: 220 SOUTH PIERCE STREET
CITY/STATE/ZIP: BURNET, TX. 78611
CONTACT: KARIN SMITH
SALESMAN: RHETT RIEKEN

INVOICE NUMBER 44824

DESCRIPTION		AMOUNT
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC7SM044824	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC9SM044825	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC0SM044826	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC2SM044827	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	

2025 MODEL BUYBACK IS 155,000 PER TRUCK
TIPS CONTRACT 230802

FEDERAL EXCISE TAX

SUBTOTAL	680,000.00
EXTENDED WARRANTY	
DELIVERY	
MISC. CREDIT	
EMISSIONS FEE	
STATE SALES TAX	
LICENSE & REGISTRATION	
TITLE FEE/INSPECTION	
DOT INSPECTION	160.00
DOCUMENTARY FEE	150.00
DEALER INVENTORY TAX	
FINANCE DOCUMENTARY FEE	
TOTAL PRICE	680,310.00

DEPOSIT ON ORDER

ALLOWANCE ON TRADE-IN:
YEAR/MODEL
VIN
DESCRIPTION
TRADE-IN ALLOWANCE
BALANCE OWED ON TRADE-IN
NET ALLOWANCE ON TRADE-IN

AMOUNT FINANCED 680,310.00

TOTAL PRICE \$ 680,310.00

LIEN HOLDER:

GUARDDOG CONNECT INFORMATION:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.



EAST TEXAS MACK MUNICIPAL
BUY BACK PROGRAM

REF: Burnett County

2025 Mack GR64F Granite dump truck with MP-8 445 HP motor and Mack M-drive transmission equipped with a 14-yard OX dump body.

East Texas Mack has agreed to buy back each dump truck that meets trade terms from Burnett County 13 months after purchase date for \$155,000. The payment due to Cadence Bank will be in the amount of \$723,459.49 with a qualified bank loan. The balance left is only \$103,459.49 due from the county. This represents a monthly investment of 1989 per vehicle. Lease rate is 5.69% for 13 months. Lease term is 13 months with a single payment from the county of \$103,459.49 due at the end of term. The balloon of 620,000 will be paid by East Texas Mack for title.

This truck can be purchased using TIPS contract #230802.

Sincerely,

Rhett Rieken

8-20-2024

CUSTOMER

DATE

P.O. FOR \$103,459.49



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: 8/13/2024

NAME OF EVENT: Music on Main Marble Falls

NAME OF ORGANIZATION: Music on Main Marble Falls

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

OOS Holdings LLC, PO Box 781948, San Antonio TX 78278

CONTACT PERSON: Jay Brown or Mitch McManus

LIST NAMES OF BOARD (if applicable):

DATES OF EVENT:

Sep 11, 2024 - Nov 2, 2024

PROJECTED ATTENDANCE: 4 - 5,000 throughout the series

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):

Community Sponsor Level is \$400 (Recognition and Logo included in all marketing, advertising, signage and promotion. Print, Digital, Radio, Event and Street Level Promo) Advertised all over Highland Lakes and beyond.

WHAT IS YOUR ADVERTISING PLAN:

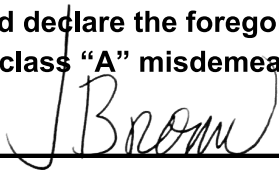
Full 8 week campaign, Web, Social Media, Print Newspapers/Magazines, Radio, Flyers, Posters, Signage, E-blasts

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

City of Marble Falls, Highland Lakes Creative Arts, and a selection of local community business sponsors

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: 

Print name: JAY BROWN

Title: EVENT PROMOTER

Date: 8/13/2024

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



Business Service Order – Vyve Broadband

Customer Information

Company Name:	Account No.:	Tax ID:
Street Address:	City/Town:	State: Zip:
Business Phone # :	Cell Phone #	Check here for text alerts
Primary Email:	Check for here for Email Billing	Email billing, avoids a paper bill fee.
Owner/Authorized Person:	Alternate Contact:	
Billing Name :	Alternate Contact # :	
Billing Address:	[If different from above]	
City/Town:	State:	Zip:

Monthly Service Pricing

Service Term: _____

Promo Term: _____

Service/Product Description	QNTY	Unit Price	Promo Discount	Subtotal	Installation
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Build Contribution (If Applicable):		\$	TOTAL	\$	\$

* Depending on your location, some or all of your service and equipment rates, plus certain additional charges, may be subject to state and/or local fees which will be added to your monthly bill.
 ** Total Monthly Pricing Excludes Applicable Taxes, Fees, & Surcharges as set by prevailing authorities (such as broadcast access fees, retransmission fees, and franchise fees).
 *** Total Monthly Price Includes Promo Discount. Service rates adjust to standard Unit Price after Promo Term expires. Video Service Rates subject to annual rate increase of up to 8%.

Voice Provisioning Information

Directory Listing Name:	Caller ID Name Display:
(15-Character Limit)	

Special Instructions

--

Terms & Conditions

The undersigned represents that he/she is the Customer or Authorized Customer Representative identified above and is authorized to sign this Service Order on behalf of Customer for the services selected above and that the Customer information set forth herein is true and correct. By signing this Service Order, the undersigned hereby acknowledges and agrees that Customer shall be bound by, and expressly consents to, the rates, terms and conditions of service applicable to each of the services selected above, including any termination penalties that may apply, as may be set forth in Vyve's Business Services Subscriber Agreement, as well as the Vyve's Business Services Acceptable Use Policy, Network Management Practices Policy and Customer Privacy Notice, as they respectively may be changed from time to time. In addition, if the undersigned selects the Vyve's auto pay payment option, the undersigned represents that he/she is the authorized signer for the account enrolled, will be liable for the entire amount debited or charged plus any additional charges for debits or charges not honored at time of presentation to his/her financial institution and will be bound by the terms and conditions of the Vyve Broadband Auto Pay Policy, as it may be changed from time to time. Vyve's website always contains the most recent versions of these policies at <https://www.vyvebroadband.com/policies/>. Customer acknowledges receipt of these policies by signing below. The undersigned authorizes Vyve to check Customer's credit and acknowledges and agrees that the effectiveness of this Service Order shall be subject to credit approval. For the avoidance of doubt, Service is effective and shall commence on the date on which installation of the Service is completed. As used herein, "Vyve" shall mean the applicable subsidiary or subsidiaries of Vyve Broadband Investments, LLC which are providing the services to Customer pursuant to this Service Order.

Business Service Order Includes: "ADDITIONAL TERMS AND SERVICE LEVEL AGREEMENT APPLICABLE FOR VYVE BROADBAND ENTERPRISE CLASS FIBER SERVICES: ("FIBER SERVICE") as set forth in Attachment C to the Business Services Subscriber Agreement.

Customer Signature _____

Date: _____

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

31.

Meeting Date: 08/27/2024

Subject

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

- a. Award the bid for the road work to be performed on CR 420
-

Attachments

KC Engineering



KC ENGINEERING, INC.

705 North Hwy 281, Suite 103 • Marble Falls, Texas 78654 • Phone 830.693.5635 • Fax 830.693.9664 • www.kcengineering.com

August 20, 2024
Project Number: 23-294

Mr. Joe Don Dockery
County Commissioner
Burnet County
220 S Pierce Street
Burnet, TX 78611

RE: CR 420 Paving Project

Commissioner Dockery:

K. C. Engineering, Inc. (KCE) reviewed and tabulated three (3) bids received August 20, 2024, for the construction of the Burnet County Road 420 Paving Project. Each bidder provided a bid bond and other documents, as required. The bidders' unit prices were entered into an Excel spreadsheet and all bidders' calculations were checked for accuracy.

The total bid amounts received according to the Bid Summary Sheet are:

Lone Star Paving Company	\$361,438.85
Bennet Paving, Inc.	\$449,669.30
Texas Materials Group	\$485,786.05

Based upon review of the bids received, KCE recommends that Burnet County enter into a contract with the low bidder, Lone Star Paving Company, for construction of the Burnet County Road 420 Paving Project.

KCE is available to discuss this recommendation at your convenience.

Sincerely,

K.C. Engineering, Inc.
Firm Registration #:F-977

By:

Greg Haley, P. E.
President

GH/
Attachment: Bid Tabulations

**BID TABULATION
FOR
BURNET COUNTY ROAD 420 PAVING PROJECT
BURNET COUNTY, TEXAS**

DESCRIPTION	QUANTITY	UNIT						
			Lone Star Paving Company		Bennet Paving, Inc.		Texas Materials Group	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SEQUENCE OF CONSTRUCTION	1	LS	\$ 3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
FIELD ENGINEERING	1	LS	\$ 250.00	\$ 250.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00
MOBILIZATION	1	LS	\$ 3,825.00	\$ 3,825.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
BONDS AND INSURANCE	1	LS	\$ 4,125.00	\$ 4,125.00	\$ 3,000.00	\$ 3,000.00	\$ 1,875.00	\$ 1,875.00
PLANE (MILL) 0" - 2" DEPTH	2,961	SY	\$ 5.75	\$ 17,025.75	\$ 7.00	\$ 20,727.00	\$ 6.25	\$ 18,506.25
HOT MIX ASPHALT (2") - TxDOT TY C (ITEM 340)	16,415	SY	\$ 12.45	\$ 204,366.75	\$ 18.00	\$ 295,470.00	\$ 17.50	\$ 287,262.50
HOT MIX ASPHALT LEVEL-UP (TxDOT TY D) (ITEM 340)	200	TON	\$ 112.00	\$ 22,400.00	\$ 145.00	\$ 29,000.00	\$ 165.00	\$ 33,000.00
INTERSECTIONS, DRIVEWAYS, AND TURNOUTS	1,845	SY	\$ 33.50	\$ 61,807.50	\$ 22.00	\$ 40,590.00	\$ 40.00	\$ 73,800.00
BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	\$ 1,225.00	\$ 1,225.00	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$ 6,500.00
ONE-WAY TRAFFIC CONTROL	40	HR	\$ 500.00	\$ 20,000.00	\$ 100.00	\$ 4,000.00	\$ 275.00	\$ 11,000.00
WK ZN PAV MRK SHT TERM (TAB) TY Y-2	684	EA	\$ 2.55	\$ 1,744.20	\$ 2.00	\$ 1,368.00	\$ 2.00	\$ 1,368.00
REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	13,684	LF	\$ 1.10	\$ 15,052.40	\$ 1.20	\$ 16,420.80	\$ 1.20	\$ 16,420.80
REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	0	LF	\$ 1.10	\$ -	\$ 1.20	\$ -	\$ 1.20	\$ -
REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	12	LF	\$ 10.00	\$ 120.00	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
REFL PAV MRK TY II-A-A	171	LF	\$ 7.75	\$ 1,325.25	\$ 8.50	\$ 1,453.50	\$ 8.50	\$ 1,453.50
REMOVE EXIST REFL PAV MRKR	340	EA	\$ 0.80	\$ 272.00	\$ 1.00	\$ 340.00	\$ 5.00	\$ 1,700.00
PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 2,100.00	\$ 4,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,050.00	\$ 2,100.00
Total Bid (Total of items in the Amount column above):				\$ 361,438.85		\$ 449,669.30		\$ 485,786.05