



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 SESSION MEETING DATE: Tuesday SEPTEMBER 10, 2024

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Discussion and/or action concerning the Proclamation for the 60th anniversary of the signing of Equal Opportunity Act. (Oakley)

Attachments
60th Anniversary Proclamation
5. Presentation of a Proclamation for National 4-H week by Kelly Tarla, Burnet County Extension Agent (Oakley)

Attachments
4-H Week Proclamation
6. Discussion and/or action concerning the use of county equipment and manpower to assist the Burnet Rodeo Association in arena preparation for their upcoming fundraiser. (Beierle)
7. Discussion and/or action concerning waiver of penalties and fees for Highland Lakes Publishing, Property ID 28385, Marble Falls, City lot 21, Blk. 12.(Oakley)
8. Discussion and/or action concerning request for waiver of penalty and fees on Property Tax - Property ID 113804. (Dockery)

9. Discussion and or action concerning approval of the Holiday Calendar for 2025 (Oakley)

Attachments

Holiday Schedule

10. Discussion and/or action regarding the remaining SB22 funds and interest related to the District and County Attorney's offices (Arredondo)
11. Discussion and/or action concerning the release of the maintenance portion of Cash Bond #CB-9-14-21, in the amount of \$116,557.87 for The Point Subdivision, Phases 1 and 2.(Beierle)
12. Discussion and/or action concerning the replat of lot 1323, The Legends on Lake LBJ, Saddle Club North, Plat No 13.1, to be known as lots 1323-A and 1323-B, the Legends on Lake LBJ, Saddle Club North, Plat No. 13.1, a division of 1 lot into 2 to accommodate a Kingsland Water Supply Corporation pump station. (Luther)
13. Discussion and/or action concerning the replat of lot 1A, Muleshoe Bend, to be known as lots 1B and 1C, Muleshoe Bend, a division of 1 lot into 2. (Dockery)
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 Tax Rate which will fund the 2024-2025 Budget at 9:30 a.m. (Oakley)
16. Consider and take action to ratify the 2024 Property Tax Rate (Oakley)
17. Discussion and/or action regarding a request by Commissioners Court to the Texas Commission on Environmental Quality to hold a public hearing in regards to the proposed rock and concrete crushing facility located at 3221 FM 3509 in Burnet County, proposed air quality registration number 176835 (Oakley)

Attachments

TCEQ Public hearing letter

18. Discussion and/or action regarding the approval to sign the Certificate for Capital Area Housing Finance Corporation Single Family Mortgage Origination Program (Oakley)
19. Discussion and/or action regarding an amendment to the FY25 Compensation Plan Guidelines (Oakley)

Attachments

FY25 Compensation Guideline

20. Presentation of donations from the employee basket fundraiser held in conjunction with the 2024 Burnet County Picnic to Sleep in Heavenly Peace to receive \$5754.00. (Oakley)

21. **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).
22. Reconvene in Open Session.
23. Discussion and/or action regarding items discussed in Executive Session.
24. Discussion and/or action regarding Department Updates:
 - a. Historical Commission Historic Jail update.
25. Acknowledgement of Receipt:
 - a. LBCA Action letter on Festival Permits

Attachments

LBCA Action letter

26. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Approval of the Burnet Chamber of Commerce Service Agreement.
 - b. Approval of the Bertram Chamber of Commerce Service Agreement.
 - c. Approval of the Marble Falls/Highland Lakes Area Chamber of Commerce Service Agreement.
 - d. Approval of the Kingsland/Lake LBJ Chamber of Commerce Service Agreement.
 - e. Approval of the Buchanan Dam Chamber of Commerce Service Agreement.
 - f. Approval of a grant for the FY25 Burnet County Body Worn Camera Project and Program with the Office of the Governor, Criminal Justice Division. The amount is \$50,242.00 for 42 units
 - g. Approval of the Burnet County contract with the Hill Country Humane Society for the upcoming year beginning October 1st
 - h. Approval of the annual paving Interlocal with the City of Highland Haven and adoption of the order
 - i. Highland Lakes Weekly Advertising Contract with the Burnet County Tourism department
 - j. Work order contract between Burnet County and DIJ Construction for striping CR403A +/- 0.30 mile
 - k. Work order contract between Burnet County and DIJ Construction for striping CR403B +/- 0.30 mile
 - l. Contract labor agreement with DIJ Construction, Inc. for road striping on CR 125
 - m. Interlocal Agreement and adoption of Order between Burnet County and the City of Marble Falls to assist the city with paving Avenue N from Broadway to the Meadowlakes gate
 - n. Approval of One Card consortium with JP Morgan Chase Bank
 - o. Contract between Burnet County and the City of Bertram for dispatching services
 - p. Contract between Burnet County and Ingram Eatz Catering for the Burnet County Employee Appreciation Banquet

Attachments

Burnet Chamber agreement

Bertram Chamber agreement

Marble Falls Chamber agreement

Kingsland Chamber agreement

Buchanan Dam Chamber agreement

Hill Country Humane Society
Interlocal w Highland Haven
Interlocal order w Highland Haven
Highland lakes weekly
DIJ for 403A
DIJ for 403B
DIJ for CR 125
Interlocal w City of Mfalls
Interlocal order w City of Mfalls
JP Morgan card
Contract Bertram Dispatch Services
Contract w Ingram Eatz catering
2023 Previous Catering Contract

27. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
28. 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.
29. Calendar Review.
30. 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 6th day of September, 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: 09/10/2024

Subject

Discussion and/or action concerning the Proclamation for the 60th anniversary of the signing of Equal Opportunity Act. (Oakley)

Attachments

60th Anniversary Proclamation



60th Anniversary Proclamation

WHEREAS, Community Action has made essential contributions across this Nation for 60 years, inspiring a spirit of hope, creating opportunities for millions of people to be a part of the American Dream, and improving communities; and

WHEREAS, Community Action remains committed to a nation that creates opportunities for all people to thrive, builds strong, resilient communities, and ensures a more equitable society; and

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action strategies and innovative solutions evolve as the needs of individuals, families, and communities in cities, suburbs, and rural areas change; and

WHEREAS, Community Action is experienced in advancing opportunities by coordinating federal state, local and private resources to achieve results for people and communities; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is recognizing 60 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE, I Judge James Oakley, Burnet County do hereby proclaim August as Community Action Month in recognition of the 60 years of dedication and results achieved by **Opportunities for Williamson & Burnet Counties**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of Burnet County, on this day of **10 of September, 2024**.

SIGNATURE OF:

BY THE: **Burnet County Commissioners Court** OF: **Burnet County**

ATTEST:

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

5.

Meeting Date: 09/10/2024

Subject

Presentation of a Proclamation for National 4-H week by Kelly Tarla, Burnet County Extension Agent (Oakley)

Attachments

4-H Week Proclamation



Beyond Ready

2024 National 4-H Week Proclamation

WHEREAS, The Burnet County Commissioners Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The Burnet County Commissioners Court, hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

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

9.

Meeting Date: 09/10/2024

Subject

Discussion and or action concerning approval of the Holiday Calendar for 2025 (Oakley)

Attachments

Holiday Schedule

Burnet County Holiday Schedule - FY25

The following is an official list of holidays as set at the beginning of the County's fiscal year, which runs from October 1 to September 30.

<u>DAY OF THE WEEK</u>	<u>DATE</u>	<u>HOLIDAY</u>
Monday	October 14, 2024	Columbus Day
Monday	November 11, 2024	Veteran's Day
Thursday-Friday	November 28 & 29, 2024	Thanksgiving
Tuesday-Wednesday	December 24 & 25, 2024	Christmas
Wednesday	January 1, 2025	New Year's Day
Monday	January 20, 2025	Martin Luther King, Jr. Day
Monday	February 17, 2025	President's Day
Friday	April 18, 2025	Good Friday
Monday	May 26, 2025	Memorial Day
Thursday	June 19, 2025	Juneteenth
Friday	July 4, 2025	Independence Day
Monday	September 1, 2025	Labor Day

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

17.

Meeting Date: 09/10/2024

Subject

Discussion and/or action regarding a request by Commissioners Court to the Texas Commission on Environmental Quality to hold a public hearing in regards to the proposed rock and concrete crushing facility located at 3221 FM 3509 in Burnet County, proposed air quality registration number 176835 (Oakley)

Attachments

TCEQ Public hearing letter

Burnet County Judge

James Oakley



220 South Pierce
Burnet, Texas 78611
(512) 756-5217

countyjudge@burnetcountytexas.org

September 10, 2024

Laurie Gharis, Chief Clerk
Texas Commission on Environmental Quality
PO Box 13087
Austin, Texas 78711-3087

Chief Clerk Gharis,

The Burnet County Commissioners Court appreciates the hard work performed by the Texas Commission on Environmental Quality protecting the local waterways and natural resources. The people of Burnet County value our beautiful Texas Hill Country lakes, caves, parks, and wildflowers among other resources. As such, we join with the people of Burnet County in requesting a public hearing regarding the application for proposed air quality registration number 176835 for a proposed permanent rock and concrete crushing plant located at 3221 FM 3509 Burnet County, TCEQ Region 11. The applicant is Asphalt Inc., LLC whose TCEQ customer number is 604722728.

A public hearing is both necessary and appropriate as it would allow local residents and citizens to learn more about the requirements to obtain such a permit, the intention of the corporation, and to share their views with the Agency. Burnet County residents have filed close to 300 objections to the proposed plant, and as such should be heard by TCEQ prior to approval of the requested permit.

We appreciate your consideration of our request, and ask that public hearing be scheduled in Burnet County, with reasonable notice to affected residents and stakeholders. Please do not hesitate to reach out if you have any questions or if the county can assist in any manner.

Respectfully Submitted,

James Oakley, County Judge

Jim Luther, Pct. #1 Commissioner

Damon Beierle, Pct. #2 Commissioner

Billy Wall, Pct. #3 Commissioner

Joe Don Dockery, Pct. #4 Commissioner

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

19.

Meeting Date: 09/10/2024

Subject

Discussion and/or action regarding an amendment to the FY25 Compensation Plan Guidelines (Oakley)

Attachments

FY25 Compensation Guideline



THE COUNTY OF BURNET

COMPENSATION PLAN GUIDELINES

New Hires-

- New *full-time* employees with no previous experience may be started at a Step 1 or 2 for the Group in which their position falls.
- No new employee may be started at a rate higher than the rate budgeted for their position (calculated as an hourly rate).
- Full-time employees who are started at Step 1 or Step 2 may be increased to Step 3 at any time during the fiscal year, within compensation plan guidelines.
- Employees with some previous experience comparable to the hiring position may be started at Step 3.
- Attorney's with more than five years of relevant experience may be started at a Step level comparable to current employees with an equivalent level of experience.
- Employees with more than five years of relevant experience with Burnet County may be started at a Step level comparable to current employees with an equivalent level of Burnet County experience.
- New *part-time* employees shall be started at Step 1 for the Group in which their position falls.

Rehires-

- Rehiring an employee more than one full calendar month, but less than 365 calendar days after the termination date guidelines:
 - Compensation: If the employee is rehired for the same position or a position comparable to the one formerly held, the employee will be eligible to begin at any step up to the step level previously held. Any employee rehired more than one year after the termination date will be treated as a new hire with regard to compensation, leave, and all other terms and conditions of employment.

Current Employees-

- Current full-time employees who are at Step 1 or Step 2 may be increased to step 3 at any time during the fiscal year, within compensation plan guidelines.
- Yearly step increases are not automatic or longevity based. Step increases are merit increases and are dependent upon an acceptable Annual Performance Review.
- If funded by Commissioners Court, eligible employees will roll forward 1 step from the step held as of July 1st.



THE COUNTY OF BURNET

- Employees at Step 3 or greater may not increase more than one step per fiscal year.
- All increases are subject to budget availability and must be clearly itemized in the annual budget.

Increases/Promotions/Transfers -

- Current employees who receive a mid-year increase, promote within their current department or transfer to a new department may be started in their new position at a step no greater than the step held in their former position. (Not all positions have an equal number of steps.)
- Increases, promotions and transfers will be effective on the first day of the pay period following receipt of an approved Personnel Action Form in the Human Resources Office.
- All increases are subject to budget availability and must be clearly itemized in the annual budget.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

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Billy Wall
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Joe Don Dockery
Precinct 4

Regular Session

25.

Meeting Date: 09/10/2024

Subject

Acknowledgement of Receipt:

a. LBCA Action letter on Festival Permits

Attachments

LBCA Action letter



To: Burnet County Elected Officials
From: The Lake Buchanan Communities Alliance (LBCA)
Re: Concerns Related to Permits Issued for Future Outdoor Events
Date: August 26, 2024

The LBCA was formed in September of 2022. Our members include POA's, small businesses and civic groups from the Lake Buchanan and Lake Travis areas.

The reason for this letter is to express concern with a key element excluded from the permit(s) issued to the owners and operators of Reveille Peak Ranch. Many of our LBCA members have reached out to us asking us to address this concern. As you are well aware, many residents, who are also LBCA members, called in several times by phone to complain about the noise. These included LBCA members from as far away as the west side of Lake Buchanan. It became clear to these residents that the **permit(s) issued failed to state a reasonable time when amplified sound would be required to stop for the night.**

We are asking that any permits Burnet County officials issue for future outdoor events address the noise problems that occurred every night during the Texas Eclipse Music Festival April 5 - 9, 2024.

One resident has screenshots of the festival schedule with acts beginning at all hours straight through 7:30 am, and took a nearly 80 decibels reading at 11 pm from their home on the east side of Lake Buchanan, 3.7 miles from the festival site. It was no better at 1 am, 2 am, 4 am and on and on. Such noise levels, non-stop, is unacceptable. This is just one response from a resident and member of the LBCA. If we included all who have been affected by this and their stories, there would not be enough room for this letter. However, there are many more residents and members of LBCA who would like Burnet County officials to hear these concerns as well.

Therefore, LBCA members are respectfully requesting that Burnet County officials revise permits for future outdoor events so that:

- **Reasonable hours of operation are clearly stated when amplified sound is allowed to begin and when such sound is required to end;**
- **Decibel readings are taken at the PROPERTY LINE where the event is taking place in order to check for compliance; and**
- **Most importantly, compliance is enforced.**

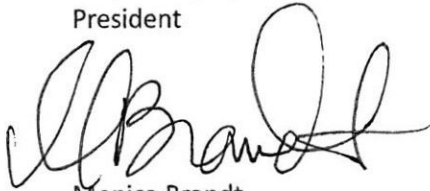
No one wants to deter live music or large gatherings that families and individuals can attend in and around Burnet County. We welcome visitors and the economic boost they bring to local businesses.

We want everyone to enjoy the natural beauty and friendliness that drew many of us here to the Lake Buchanan area and that we now call home.

Voted on and approved by LBCA membership, August 26, 2024.

A handwritten signature in cursive script, appearing to read "Wayne Shipley".

Wayne Shipley
President

A handwritten signature in cursive script, appearing to read "Monica Brandt".

Monica Brandt
Vice President

A handwritten signature in cursive script, appearing to read "Marci O'Brien".

Marci O'Brien
Secretary/Treasurer

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
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James Oakley
County Judge

Billy Wall
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Joe Don Dockery
Precinct 4

Regular Session

26.

Meeting Date: 09/10/2024

Subject

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

- a. Approval of the Burnet Chamber of Commerce Service Agreement.
- b. Approval of the Bertram Chamber of Commerce Service Agreement.
- c. Approval of the Marble Falls/Highland Lakes Area Chamber of Commerce Service Agreement.
- d. Approval of the Kingsland/Lake LBJ Chamber of Commerce Service Agreement.
- e. Approval of the Buchanan Dam Chamber of Commerce Service Agreement.
- f. Approval of a grant for the FY25 Burnet County Body Worn Camera Project and Program with the Office of the Governor, Criminal Justice Division. The amount is \$50,242.00 for 42 units
- g. Approval of the Burnet County contract with the Hill Country Humane Society for the upcoming year beginning October 1st
- h. Approval of the annual paving Interlocal with the City of Highland Haven and adoption of the order
- i. Highland Lakes Weekly Advertising Contract with the Burnet County Tourism department
- j. Work order contract between Burnet County and DIJ Construction for striping CR403A +/- 0.30 mile
- k. Work order contract between Burnet County and DIJ Construction for striping CR403B +/- 0.30 mile
- l. Contract labor agreement with DIJ Construction, Inc. for road striping on CR 125
- m. Interlocal Agreement and adoption of Order between Burnet County and the City of Marble Falls to assist the city with paving Avenue N from Broadway to the Meadowlakes gate
- n. Approval of One Card consortium with JP Morgan Chase Bank
- o. Contract between Burnet County and the City of Bertram for dispatching services
- p. Contract between Burnet County and Ingram Eatz Catering for the Burnet County Employee Appreciation Banquet

Attachments

Burnet Chamber agreement
Bertram Chamber agreement
Marble Falls Chamber agreement
Kingsland Chamber agreement
Buchanan Dam Chamber agreement
Hill Country Humane Society
Interlocal w Highland Haven
Interlocal order w Highland Haven
Highland lakes weekly
DIJ for 403A
DIJ for 403B
DIJ for CR 125
Interlocal w City of Mfalls
Interlocal order w City of Mfalls
JP Morgan card
Contract Bertram Dispatch Services
Contract w Ingram Eatz catering
2023 Previous Catering Contract

BURNET CHAMBER OF COMMERCE SERVICE AGREEMENT

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

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

Specifically, Chamber shall provide the following:

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

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The term of the Agreement is for one year, beginning on October 1, 2024 through September 30, 2025.

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

This Agreement is signed on the _____ day of September, 2024.

Burnet County Judge

Burnet Chamber Executive Director

BERTRAM CHAMBER OF COMMERCE SERVICE AGREEMENT

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

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

Specifically, Chamber shall provide the following:

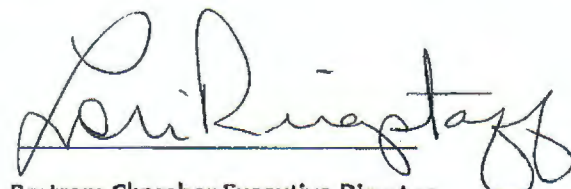
1. Individual placement of the County Lodging Properties on the Chamber's Website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rates and other relevant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

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The term of the Agreement is for one year, beginning on October 1, 2024 through September 30, 2025.

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

This Agreement is signed on the _____ day of September, 2024.

Burnet County Judge


Bertram Chamber Executive Director

MARBLE FALLS/HIGHLAND LAKES AREA CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between MARBLE FALLS/HIGHLAND LAKES Chamber of Commerce, herein after referred to as "Chamber" and Burnet County, herein after referred to as "County".

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

Specifically, Chamber shall provide the following:

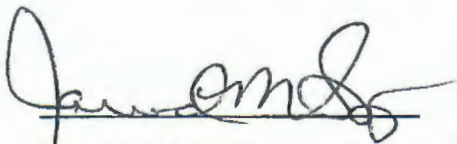
1. Individual placement of the County Lodging Properties on the Chamber's Website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rates and other relevant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

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The term of the Agreement is for one year, beginning on October 1, 2024 through September 30, 2025.

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

This Agreement is signed on the 16th day of September, 2024.

Burnet County Judge



MARBLE FALLS/HIGHLAND LAKES DIRECTOR

KINGSLAND/LAKE LBJ CHAMBER OF COMMERCE SERVICE AGREEMENT

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

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

Specifically, Chamber shall provide the following:

1. Individual placement of County Lodging Properties on Chamber's website. Each of the County Lodging Properties will have listing information published on the site, with a link to their website.
2. Individual listing of County Lodging Properties and editorial content about tourism in Burnet County in Kingsland Magazine, published annually and distributed statewide and locally. (Editorial content to be provided by the Tourism office).
3. A free half-page ad in Kingsland Magazine promoting Burnet County Tourism (advertisement to be provided by the Tourism Office).
4. Placement of individual lodging properties literature at Chamber's Visitors Center, located at 1309 Ranch Road 1431 in Kingsland.
5. Half-price Chamber Membership for all County Lodging Properties, providing additional benefits and promotional opportunities available to Members.
6. Inclusion of the Burnet County Tourism website on general advertising undertaken by Chamber to promote the community and its events.
7. In regard to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties, referrals of said properties shall be made for their consideration.

County agrees to pay a fee of \$10,000.00 to Chamber for services provided. Payment in full amount shall be made to Chamber upon approval of the Agreement and an invoice has been received. The term of the agreement is for one year beginning on October 1, 2024, through September 30, 2025.

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

This Agreement signed on the 13th day of August, 2024.

Burnet County Judge

Melody Yancey
Kingsland/Lake LBJ Chamber President



**LAKE BUCHANAN/INKS LAKE
CHAMBER OF COMMERCE**

PO Box 282

Buchanan Dam, TX 78609

Office: 512-793-2803

buchinksoffice@gmail.com www.buchanan-inks.com

October 1, 2024

Burnet County Tourism
220 South Pierce
Burnet, TX 78611

INVOICE

.....

<u>Description</u>	<u>Amount</u>
--------------------	---------------

Chamber / Burnet County Tourism 2025:	\$5000.00
---------------------------------------	-----------

Date Due: (At your convenience)

Thank you for your continued cooperation. **We appreciate your partnership!**

We continue to keep the Visitor Center/Chamber office open six days a week, Monday to Saturday.

Please provide any marketing materials or promotional items that you would like us to distribute per the Agreement from our Chamber Visitor Center. We welcome you to stop by for a visit. Please call with any questions you may have.

**ANIMAL SHELTER/ADOPTION CENTER AGREEMENT
HILL COUNTRY HUMANE SOCIETY**

This agreement ("Agreement") is made this day by and between BURNET COUNTY (herein called "Entity") and the HILL COUNTRY HUMANE SOCIETY (herein called "Contractor") as follows:

WHEREAS, the Entity is authorized pursuant to Texas Health and Safety Code §826.016, to enter a contract for services; and

WHEREAS, Contractor is a non-profit charitable organization dedicated to the prevention of cruelty to animals and is subject to the Texas Charitable Immunity and Liability Act

- 1) Animal Shelter/Adoption Center.** Contractor shall furnish an animal shelter/adoption center sufficient to meet State requirements, and enable Contractor to provide the services stated herein.
- 2) Operation.** Contractor shall own, operate, and maintain the animal shelter/adoption center in a businesslike manner, in compliance with State regulations and in a manner comparable with other similar shelters. For the purposes of this Agreement, the term animal ("Animal") shall only include cats and dogs. Without limiting the generality of the foregoing, the operations shall include:
 - A. The shelter shall be open for the delivery of Animals by Animal Control Officers (ACO'S) or other Entity designated agents seven (7) days per week during the hours of **7:00 am – 5:00 pm** with the exception of Thanksgiving Day, Christmas Day, New Year's Day and Easter when the shelter will be open for delivery between 7:00 am - 10:00 am and 2:00 pm - 3:00 pm.
 - B. The Entity will be charged an after-hours service charge of \$150.00 per service trip for after-hours service. For the purposes of this Agreement, after-hours shall apply to the intake of any Animal(s) after 5:00pm.
 - C. The shelter shall be open to the public to reclaim or adopt Animals on days and times as approved by the Contractor's Board from time to time.
 - D. The Contractor shall provide routine daily care of Animals at the shelter, including weekends and holidays.
 - E. The Contractor will render euthanasia services and Animal disposal services in accordance with State law, and such that the shelter will be operated on a businesslike and uncrowded basis.
 - F. The Contractor will require those persons adopting an Animal to sign an agreement to spay/neuter the adopted Animal.

- G. It is mutually agreed that any and all donations, contributions, or any other thing of value given to the shelter or its agents, as a result of any service performed in carrying out the provisions of this Agreement, and which is in excess of the amounts properly chargeable for such service shall be credited to the shelter.
 - H. It is mutually agreed that the Contractor has facilities for rabies observation ("Quarantine") for up to eight dogs and four cats. Animals delivered to the shelter by the Entity for Quarantine shall be quarantined for a period of time as required by state law. Any Animal held for Quarantine shall not be counted against the number of Animals provided for in Section 6 of this Agreement if the Shelter receives payment in-full from the owners of the Animals.
 - I. Wild animals (non-domestic animals) and/or cats/dogs (domestic animals) brought in for decapitation and/or submission to Texas Department of Health will be charged per animal at a rate of \$150 per animal. Shelter staff will not decapitate and submit domestic or non-domestic animals that have been dead, unrefrigerated and/or began decomposition or frozen.
 - J. It is mutually agreed that the Contractor shall have the sole and exclusive right to determine the responsibility of persons offering to become owners of unclaimed Animals and the suitability of homes offered. The Contractor shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.
 - K. Any Animal that gives birth within sixty (60) days of being delivered to the shelter shall be deemed to have been pregnant at the time of delivery. Each puppy and/or kitten born to an Animal within such period shall be counted as a separate Animal under the terms and conditions of this Agreement and shall be included in the number of Animals accounted for under Section 6 of this Agreement.
- 3) **Shelter Fees.** The fees charged to those persons adopting, or reclaiming, an Animal shall be determined by the Contractor. The Contractor is authorized to charge, collect, and retain all fees collected. Further, the Contractor may require the owner of every impounded Animal to pay all applicable fees including vaccination fees of an impounded Animal which has not been inoculated as appropriate and to have such Animal inoculated against rabies before redeeming such Animal.
- 4) **Animal Control.** The Entity shall maintain the animal control program and the Contractor shall have no responsibility therefore. The Contractor's responsibility for any Animal shall not commence until such Animal has been delivered to, and accepted by, the shelter. The Contractor shall be responsible for ensuring their animal control vehicles and equipment are properly sanitized and following best practices to help prevent the spread of diseases.
- 5) **Impoundment.** Animals seized within the Entity's jurisdiction by its duly appointed agents may be delivered to the shelter, to be impounded under the exclusive control and custody of the Contractor for periods of time as required by State Law. Every Animal,

not claimed and redeemed by the owner before the expiration of three (3) days from the date of seizure by the ACO shall become the sole and exclusive property of the Contractor.

Neither the Entity nor any agency, nor agent of the Entity, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any Animal not claimed or redeemed.

The Entity agrees that the Contractor shall have the undisputed right, consistent with state law requirements, to humanely dispose of any Animal in its custody. Save and except, the Contractor shall hold an Animal Entity officials believe is dangerous until disposition of the Animal is determined according to state law. The Contractor shall not destroy the Animal without a release from the owner or an order of the court of competent jurisdiction upon final appeal.

- 6) **Entity Fees.** The Contractor agrees to accept up to **THREE HUNDRED FIFTY 350** Animals and the Entity agrees to pay EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100's (\$87,500.00) in quarterly payments of TWENTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND 00/100's (\$21,875.00). The quarterly payment will be paid to the Contractor by the 15th day of the month of each quarter (Oct 15th, Jan 15th, April 15th, July 15th). The Entity's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. If the number of Animals the Entity delivers to the shelter exceeds **THREE HUNDRED FIFTY (350)** during the Term of this Agreement, the Entity will be charged an additional charge of \$300.00 per Animal, billed on a monthly basis.
- 7) **Carryover.** In the event the Entity delivers fewer Animals to the shelter than provided for in Section 6 herein, the Entity shall receive a credit that may be applied to any overage charges for the number of Animals in the following year. Notwithstanding the foregoing, if the Entity reduces the number of Animals in next year's Agreement, this shall not apply. For example, if the entity has delivered 10 less Animals to the shelter than provided for in this year's Agreement and does not reduce its contractual number of Animals for the following year, then the Entity could deliver up to 10 more Animals in the following year without any additional cost.
- 8) **Reports.** Contractor shall, by the fifteenth (15th) day of each month, provide the Entity with a monthly report showing the number and type of Animals taken in during the preceding month.
- 9) **Records.** The animal shelter/adoption center, its operation, books, and records shall be available for inspection and copying by the Entity at reasonable times and upon reasonable request. The shelter shall further be accessible for inspection, without notice, by the Texas Department of Health.

- 10) Default.** In the event the shelter fails to pass a State inspection conducted by State Officials, with written notice thereof to the Contractor, the Contractor shall have thirty (30) days within which to cure the same. If at the end of such thirty (30) days the default has not been cured then this Agreement may be terminated by the Entity.
- 11) Insurance.** The Contractor shall obtain a policy of fire and extended coverage insurance on the shelter improvements. The coverage of such policy shall be in the amount of the replacement cost of the improvements. The Contractor shall also obtain a policy of liability insurance, insuring the Society against liabilities arising out of the shelter operations. A copy of the current policies shall be available to the Entity upon request as well as proof that all current premiums have been paid.
- 12) Maintenance.** The Contractor shall maintain the shelter and tangible personal property incident thereto in a first-class condition substantially odor free, and in a well-kept appearance, reasonable wear and tear excepted.
- 13) Independent Contractor.** The Contractor, in the performance of its obligation hereunder, is an independent contractor. No employee or representative of the Contractor shall ever be deemed to be an employee or an agent of the Entity for any purpose whatsoever.
- 14) Term.** This Agreement shall begin on Oct 1, 2024 and end on September 30, 2025.
- 15) Notice.** All notices sent hereunder to the Contractor shall be sent in the United States Mail, postage prepaid to:

Contractor:	Hill Country Humane Society 9150 RR 1431 W Buchanan Dam, TX 78609
Entity:	County of Burnet Att: County Judge 220 South Pierce Street Burnet, TX 78611

- 16) Contractor Indemnification.** The Entity shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Contractor and the Contractor covenants and agrees that:
- A. The Contractor shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Entity, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Contractor or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Contractor pursuant to this Agreement; and
 - B. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold the Entity and its agents, officers and employees harmless

from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Entity, its agents, officers, employees, arising from any and all acts done or omitted to be done by Contractor, or the employees, agents, subcontractors or assigns of Contractor, in connection with the operation of the Contractor or the provision of service by the Contractor pursuant to this Agreement.

17) Entity Indemnification. The Contractor shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Entity and the Entity covenants and agrees that:

- A. The Entity shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Contractor, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Entity or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Entity pursuant to this Agreement; and
- B. To the fullest extent permitted by law, the Entity hereby agrees to indemnify and hold the Contractor and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Contractor, its agents, officers, employees, arising from any and all acts done or omitted to be done by Entity, or the employees, agents, subcontractors or assigns of Entity, in connection with animal control of the Entity.

18) Immunity: No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the Entity or the Contractor nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party. Neither the Contractor, nor the Entity waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity or charitable immunity under the laws of the State of Texas or other legal defense to either contracting party as to any third party, under the laws of this State and/or the Entity's Charter (if applicable).

19) No Joint Venture, Agency, Joint Enterprise. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

20) Amendments and Modifications. This Agreement may not be amended or modified except by written amendment executed by the Entity and the Contractor and authorized by their respective governing bodies.

- 21) **Entire Agreement.** This Agreement sets forth all of the agreements between the parties, and there are no other agreements, conditions, and understandings or representations, oral or written, other than those set forth herein. This Agreement may only be amended by a written instrument signed by both parties. This Agreement supersedes and cancels any prior Agreements.
- 22) **Non-funding Clause.** In the event no funds or insufficient funds are appropriated and budgeted, regardless of any other term in this Agreement, in any fiscal year for payment(s) due under this Agreement, the Entity will immediately notify the Contractor of such occurrence and this Agreement shall terminate within sixty (60) days of notice without penalty or expense to the Entity.
- 23) **Non Waiver.** Failure of any party hereto to terminate this Agreement or take any other action regarding a default, shall never have the effect of waiving any act of default, nor shall either party ever be estopped to claim an act of default.
- 24) **Texas Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Llano County, Texas. Venue shall lie exclusively in Burnet or Llano County, Texas.

EFFECTIVE as of the 1st day of October, 2024.

Print Name

Signature

Title

Witness:

Print Name

Signature

HILL COUNTRY HUMANE SOCIETY

By: _____

Dr. Dan McBride,
President

Interlocal Agreement Between
Burnet County, Texas and the City of Highland Haven

This Agreement is made on the ____ day of _____ 2024, by and between the County of Burnet a Political subdivision of the State of Texas, hereinafter referred to as "Burnet County" and the "City of Highland Haven", hereinafter referred to as "the City".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes unites of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment for road patches by applying chip and seal paving patches on City owned streets, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County and the City; and

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of the City; and

WHEREAS, Burnet County and the City have investigated and determined that it would be advantageous and beneficial to both the City and Burnet County and its inhabitants for Burnet County to provide the manpower and equipment for the application services to the City; and

WHEREAS, The City wishes to engage Burnet County to allow for use of County manpower and equipment to apply road patch chip and seal paving on City streets and the City desires to engage Burnet County to provide such services; and

WHEREAS, from time to time the City may wish to engage Burnet County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and the City and to the people of Burnet County, Texas, and:

WHEREAS, the governing bodies of the City and Burnet County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, the City and Burnet County have a long history of cooperation on projects that are beneficial to the two entities and their citizens; and

WHEREAS, Burnet County recognizes that the citizens for the City contribute property tax funds yearly to fund the County budget, including to the Road and Bridge Fund; and

WHEREAS, the City and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply road patches in the form of chip and seal paving patches to City owned streets, and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the City and Burnet County agree as follows:

Services to be Performed

The City agrees to engage Burnet County to utilize County manpower and equipment to apply roadwork patches in the form of chip and seal paving to City owned streets, and setting a limit of \$15,000, by Burnet County to the City, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the ____ day of _____, 2024. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually. This contract expires at midnight 30 days thereafter.

Compensation

By execution of this contract, the City agrees to continue providing Burnet County the following in kind services: providing water to County for any County road projects in the area or other required County business; provide temporary parking area on City property for County equipment and material storage used on any project in the southern portion of the county; provide City building for use as an Emergency Operations Center upon need by the County; provide City building area for use for County elections; provide available City buildings and/or property for meeting space for county training or meetings. Both parties have agreed this is adequate compensation for the anticipated expenditures by the county for the manpower and equipment used by Burnet County in the application of patchwork repairs to City owned streets.

Relationship of Parties

The parties intend that Burnet County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Burnet County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the City and shall not be entitled to participate in any pension or other benefits that Burnet County provides its employees.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Burnet County shall be sufficient if made or addressed to the office of the County Judge, James Oakley.

Notice to the City shall be sufficient if made or addressed to the office of the Mayor, Olan Kelley. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

The City agrees to promptly defend, indemnify and hold Burnet County harmless from and against any and all claims, demands, suits, causes of action, and judgment's for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Burnet County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Highland Haven

Burnet County, Texas

By: _____

Olan Kelley, Mayor

Date:

By: _____

James Oakley, County Judge

Date:

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Highland Haven

FOR

Patchwork Paving on City Streets in Highland Haven

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the City of Highland Haven, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.
2. The proposed project is for BURNET COUNTY to: assist City by providing chip and seal type paving patchwork to City streets with County manpower and equipment to not exceed a total of \$15,000 of in kind service, material, and/or monetary cost.
3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose, and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date:

County Judge, James Oakley

Attest:

County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court

Highland Lakes Weekly

P.O. Box 911
Kingsland, TX 78639

ADVERTISING CONTRACT

Burnet County Tourism
220 S. Pierce Street
Burnet, TX 78611

September 1, 2024

Highland Lakes Weekly agrees to publish quarter-page ads in each weekly issue from October 1, 2024, to September 30, 2025, for an advance payment of \$1,900.00 (due by October 31).

Ads sized 4.8" wide by 5.6" high (at 300 dpi) will be supplied by Burnet County Tourism.

If either party is unable to continue this arrangement at any time and for any reason, Burnet County Tourism will be reimbursed for any unpublished ads.

Signed:

Highland Lakes Weekly

Burnet County Tourism

September 4, 2024

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

Work to be performed prior to September 30, 2024.

CR 403A : +/-0.30 mile

Project scope: Continuous single yellow thermoplastic striping, yellow reflective centerline markers and one stop bar.

Quantities:

+/- 1,584 LF of single yellow striping at 0.35 cents/LF = \$554.40

Yellow Reflective markers (RPM) every 40' = 40 markers @ \$3.15 each = \$126.00

1 - White 24" stop bar @ \$100/each (at intersection of CR 403A/CR 403)

Total for CR 403A approximately = \$780.40

TOTAL WORK ORDER NTE = \$800.00 out of 4920 "Contract Labor"

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

September 4, 2024

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

Work to be performed prior to September 30, 2024.

CR 403B : +/-0.30 mile

Project scope: Continuous single yellow thermoplastic striping, yellow reflective centerline markers and one stop bar.

Quantities:

+/- 1,584 LF of single yellow striping at 0.35 cents/LF = \$554.40

Yellow Reflective markers (RPM) every 40' = 40 markers @ \$3.15 each = \$126.00

1 - White 24" stop bar @ \$100/each (at intersection of CR 403B/CR 403)

Total for CR 403B approximately = \$780.40

TOTAL WORK ORDER NTE = \$800.00 out of 4920 "Contract Labor"

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

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 - 2402**

It is AGREED and UNDERSTOOD that this Contract is for road striping on County Rd 125.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per attached Exhibit A: Quote dated 9-3-24.

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 **September 10, 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 prorated 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 \$8,440.00 for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

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

If required by Burnet County, CONTRACTOR'S personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. The Burnet County Juvenile Board will determine what it means by "pass" a criminal background check, and the County reserves the right to exclude any worker from access to the facility for security purposes, within the sole discretion. 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 no deficiencies found then COUNTY will process the 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, 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 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 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

Quote
Prepared
For: BURNET CO. PCT.1

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

September 3, 2024

Project: COUNTY ROAD 125
BURNET CO. PCT. 1

ITEM	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE

QUOTE BASED ON QTY GIVEN BY BURNET CO.					
CR 125 - 1431 - FLAMINGO					
1	REFL TY I 4" (Y) SLD (SINGLE LINE)	LF	6,200.000	1.300	8,060.00
2	REFL TY I 4" (W) SLD E/L BY CITY HALL	LF	250.000	1.100	275.00
3	REFL PAV MRKR TY II-A-A	EA	15.000	7.000	105.00

TOTAL BID	<u>\$ 8,440.00</u>
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NOTES: >> **QUANTITIES ARE ESTIMATED. D.I.J. WILL CHARGE FOR ACTUAL QUANTITIES PERFORMED.**
>> REFERENCE POINTS TO BE SUPPLIED BY PRIME CONTRACTOR TO FACILITATE LAYOUT.
>> PRIOR CLEANING AND SWEEPING IS EXCLUDED.
>> ELIMINATION OF STRIPING AND BUTTONS IS EXCLUDED.
>> 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 EXCLUDES TAXES, BOND PREMIUMS, AND MUNICIPALITY PERMITS.
>> **QUOTE BASED ON QUANTITIES PROVIDED BY BURNET COUNTY TO PERFORM AND INSTALL TY I THERMOPLASTIC PAVEMENT MARKINGS AND RPMS.**
>> MINIMUM 3 WEEKS NOTICE REQUIRED FOR MOVE-IN.
>> QUOTE ALLOWS FOR 1 MOVE-IN. ADDITIONAL MOBILIZATIONS WILL BE \$2500 EACH.

Accepted By:

Submitted By:



Tex Reyes
Estimator tex@dijconstruction.com

**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.

Interlocal Agreement Between
Burnet County, Texas and the City of Marble Falls

This Agreement is made on the ____ day of _____ 2024, by and between the County of Burnet a Political subdivision of the State of Texas, hereinafter referred to as "Burnet County" and the "City of Marble Falls", hereinafter referred to as "the City".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes unites of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment to apply chip and seal paving on City owned streets, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County and the City; and

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of the City; and

WHEREAS, Burnet County and the City have investigated and determined that it would be advantageous and beneficial to both the City and Burnet County and its inhabitants for Burnet County to provide the manpower and equipment for the application services to the City; and

WHEREAS, The City wishes to engage Burnet County to allow for use of County manpower and equipment to apply chip and seal paving on behalf of the City and the City desires to engage Burnet County to provide such services; and

WHEREAS, from time to time the City may wish to engage Burnet County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and the City and to the people of Burnet County, Texas, and:

WHEREAS, the governing bodies of the City and Burnet County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, the City and Burnet County have a long history of cooperation on projects that are beneficial to the two entities and their citizens such as the re-construction of county roadway Los Escondidos by the City in the amount over \$230,000 that contained City owned utilities; and

WHEREAS, Burnet County recognizes that the citizens for the City contribute property tax funds yearly to fund the County budget, including to the Road and Bridge Fund; and

WHEREAS, the City and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply chip and seal paving to City owned streets, and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the City and Burnet County agree as follows:

Services to be Performed

The City agrees to engage Burnet County to utilize County manpower and equipment to apply chip and seal paving to City owned streets, and setting a limit of \$15,000, by Burnet County to the City, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the ____ day of _____, 2024. This contract expires at midnight on September 30, 2024. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

By execution of this contract, the City agrees to continue providing Burnet County the use of its building at no cost located at 101 Main Street in Marble Falls to operate a county library. If requested, other similar compensation to Burnet County in the form of manpower and equipment on a future identified project; or providing use of City owned facilities for the betterment of Burnet County employee health; Burnet County Voting Location(s); or as meeting facilities is made available. Both parties have agreed this is adequate compensation for the anticipated expenditures by the county for the manpower and equipment used by Burnet County in the application of sealcoating to City owned streets.

Relationship of Parties

The parties intend that Burnet County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Burnet County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the City and shall not be entitled to participate in any pension or other benefits that Burnet County provides its employees.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Burnet County shall be sufficient if made or addressed to the office of the County Judge, James Oakley.

Notice to the City shall be sufficient if made or addressed to the office of the Mayor, David Rhodes. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

The City agrees to promptly defend, indemnify and hold Burnet County harmless from and against any and all claims, demands, suits, causes of action, and judgment's for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Burnet County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Marble Falls

Burnet County, Texas

By: _____

David Rhodes, Mayor

Date:

By: _____

James Oakley, County Judge

Date:

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Marble Falls

FOR

Paving of Avenue N from Broadway to the Meadowlakes gate within Marble Falls

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the City of Marble Falls, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.
2. The proposed project is for BURNET COUNTY to: assist the CITY with paving Avenue N from Broadway to the Meadowlakes gate.

3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose, and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date:

County Judge, James Oakley

Attest:

County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court



Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Fwd: [EXTERNAL]Re: Burnet Co. - Commercial Card next steps

1 message

Karin Smith <ksmith@burnetcountytexas.org>

Mon, Aug 12, 2024 at 8:56 PM

To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Cc: Stephanie McCormick <smccormick@burnetcountytexas.org>

Can you please put this on the next agenda?

Thank you,

Karin

Begin forwarded message:

From: "Gilliam, Cary" <cary.gilliam@jpmorgan.com>

Date: August 12, 2024 at 8:15:38 PM CDT

To: Karin Smith <ksmith@burnetcountytexas.org>

Cc: "Jefferson, Cedric" <cedric.jefferson@jpmchase.com>, "Castle, Grace M" <grace.m.castle@jpmorgan.com>

Subject: RE: [EXTERNAL]Re: Burnet Co. - Commercial Card next steps

Hi Karin,

Thank you for visiting with me today. As requested, attached is the form of participation agreement that Burnet County will sign to join the One Card consortium with the City of Fort Worth as the lead. Should you have any questions, or need further information, please don't hesitate to contact me.

cg

Cary Gilliam

He/him/his

Relationship Manager

cary.gilliam@jpmorgan.com

(512) 294-3314 – Cell

For Customer Service:

The Platinum Business Service Center 877-425-8100 (Monday – Friday 7:00AM to 7:00PM CT) | **Opt 1** - Senior Service Specialist | **Opt 2** - Automated Service | **Opt 3** - Online Technical Support

JP Morgan Access Users 866-872-3321

Commercial One Card Program Coordinator 800-207-5359 ccs-program-coordinators@jpmchase.com

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, 20____ ("Effective Date"), by and between _____, a _____ (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
10 S. Dearborn, Floor 06
Mail Code: IL1-0286
Chicago, IL 60603-2300
Attn: Commercial Card Legal

To the Participant:

Attn: _____

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK

By: _____
Name: _____
Title _____

PARTICIPANT

By: _____
Name: _____
Title: _____

Participant Attestation:
The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____
Name: _____
Title _____

COOPERATIVE AGREEMENT

THE STATE OF TEXAS

COUNTY OF BURNET

This Agreement is entered into this the 1st day of October, 2024 and shall remain in effect until September 30, 2025 by and between the **CITY OF BERTRAM AND COMMISSIONERS' COURT and SHERIFF of Burnet County, Texas** as follows:

WHEREAS, the CITY OF BERTRAM operates a municipal police department and BURNET COUNTY Sheriff's Department operates a radio law enforcement dispatch system, and;

WHEREAS, the jurisdiction of the CITY and the COUNTY law enforcement, overlap, and;

WHEREAS, the mutual interest of both law enforcement units could best be served by the cooperative use of one radio law enforcement dispatch unit and;

WHEREAS, the CITY COUNCIL of the CITY OF BERTRAM and the COMMISSIONERS' COURT of BURNET COUNTY have ratified this Agreement and approved its provisions;

It is therefore agreed that the CITY OF BERTRAM, in order to partially defray the expense of the operation of a radio law enforcement dispatch unit, shall pay to BURNET COUNTY the cash sum of \$43,683.00 (Forty-Three Thousand Six Hundred Eighty -Three dollars and 00/100) annually. Payment will be due on the first day of each month, beginning October 1, 2024 as follows: Twelve monthly installments in the amount of \$3,640.25 (Three Thousand Six Hundred Forty dollars and 25/100).

In consideration of the said payment to BURNET COUNTY, the CITY OF BERTRAM and the Bertram Policy Department, shall receive the benefit of full time (24 hours per day) radio law enforcement dispatching services operated by and under the control of the BURNET COUNTY SHERIFF'S DEPARTMENT.

This agreement is executed on the _____ day of _____ 2024, effective date as set forth above.

MIKE DICKINSON, MAYOR
CITY OF BERTRAM
P.O. BOX 1604
BERTRAM, TEXAS 78605

JAMES OAKLEY, COUNTY JUDGE
BURNET COUNTY

CALVIN BOYD
BURNET COUNTY SHERIFF



CATERING AGREEMENT

This is a catering agreement executed this

BETWEEN

Ingram EatZ Catering

101 Natalies Point

Burnet TX, 78611

Known for the purposes of this Agreement as "Caterer,"

AND

Burnet County/Vicenta Stafford

Known for the purposes of this Agreement as "Client."

Client and Caterer agree to the following:

1. Services

1.1 Caterer agrees to provide Food/Service for the BURNET COUNTY CHRISTMAS PARTY, known as the "Event," taking place on **DECEMBER 6TH 2024**.

1.2 For this Event, Caterer agrees to provide the following: **Food and Service.**

FOOD BEING: CREAMY MUSHROOM CHICKEN, SMOKED PORK TENDERLOIN, BACON MAC AND CHEESE, ROASTED RED POTATOES, TOSSED GREEN SALAD, AND DINNER ROLLS.

SERVICES BEING: SET UP/CLEANUP OF 2 BUFFET LINES. WAITERS TO SERVE THE FOOD AT THE BUFFET AND REFILL. ANY OTHER HELP THAT MAY BE NEEDED AT THE EVENT.

1.3 **Estimated guest count is 300 people.**

1.5 Client agrees to provide the following: **TABLES FOR THE BUFFET LINES.**

2.1 Client is required to pay a 25% deposit of **\$1650 before booking is confirmed.**

2.2 **Deposit is refundable if Client cancels 60 days prior to the “event”.**

3. Payment

3.1 For the above services, Client will pay Caterer a total of **\$22** per head for all guests for dinner **totaling \$6600. No tax will be charged as Burnet County is tax exempt.** Vendors will not be included in the final head count.

3.4 Client may request additional services, with the knowledge that these services will add to the total cost agreed upon by this contract, and must be agreed to in writing, either as an addendum to this Agreement, or in a separate document.

3.5. The balance on the total cost for the Event is due **prior to final cleanup of caterer's duties.**

4. Guests

4.1 Client agrees to provide Caterer with the total number of guests no later than **7** days before Event.

4.2 Client agrees to break down the guest list into adults and children, and include any food allergies or special dietary requests, if applicable.

5. Menu

5.2 Menu must be confirmed by **NA**.

5.3 Menu will be fixed, and no changes may be made after that date.

6. Cancellation Policy

6.1 Client may cancel this agreement **BEFORE 10/6/2024**. Cancellation of the contract is to be before 60 days prior to the "event"

6.2 Cancellation occurring 60 **days prior** to event will result in **a total forfeiture of deposit** as outlined in Section 2.

7. Arbitration

7.1 Should either party failure to provide or breach this Agreement in any way, the offending party will be liable for any damages.

7.2 Both parties agree to seek a third-party mediator or arbitrator for any disputes that arise as a result of this Agreement.

8. Jurisdiction

This Agreement falls under the jurisdiction of the state of **{Texas}**, and is therefore subject to all of **{Texas}** laws and regulations.

Signed:

Client Name

Client Signature

Date:

Beau Ingram
Caterer Name

Beau Ingram
Caterer Signature

Date: 9/19/2024

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Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All Contracts must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 11/06/2023

Requested by: Shelly Denton

AGENDA ITEM(S): Discussion and/or approval of a contract with 2 Peas in the Pot Catering for the Burnet County Employees Appreciation Luncheon on December 15, 2023

Meeting Date Requested: 11/14/2023

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

Catering Quote



2 Peas in a Pot
Catering

Event: Burnet County Employees Appreciation Luncheon

Date: December 15, 2023

Location: Burnet Co. AgriLife Extension Center

Time: TBD

Contact: Shelly Denton,

sdenton@burnetcountytexas.org, 512-715-5203

of Guests: Approximately 300

Menu	Cost per Plate	Equipment Provided
Parmesan Crusted Chicken Breasts Mashed Potatoes Brown Gravy Seasoned Green Beans Mixed Green Salad Ranch and Italian Dressing Hot Bread Sopapilla Cheesecake Tea and Water, Sugar and Sweet-n-low	\$21	All Serving Dishes and Utensils for food items. Containers for Tea and Water, Guests will be served through buffet lines. This price includes set up, serving, and take down of our equipment. Does not include clearing of tables. We will need access to kitchen area for water, prep, and storage. Client is responsible for all paper goods, serving tables, table coverings, ice and ice chests, and delivery of any outside food. Release required from client to take any food from premises. Food and drink table arrangements and all other specific details to be discussed. Tentative guest count due by December 1, 2023. Final guest count due by December 5, 2023.



Sharon Schwartz

1402 CR 252

Bertram, Texas 78605

512-627-2898

ss2peasinapot@gmail.com

Thank you for considering us!

Carla and Sharon

Two Peas in a Pot

TWO PEAS IN A POT, LLC
CATERING CONTRACT

This Catering Contract is entered into between TWO PEAS IN A POT, LLC ("Caterer") and Burnet Co - Shelly Dennen ("Client") together, "Parties") and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event details

Client is hiring Caterer to provide food and beverages, and related services, for the following event ("Event"):

Date: December 15, 2023

Event start time (for guests): TBD

Event end time (for guests): TBD

Location: Burnet Co. Agrilife Extension Center

Estimated number of guests: 300

2. Menu to be served

The Parties have agreed to the menu attached to this Catering Agreement as Exhibit "A". Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties. The following limitations will apply to this reservation of right:

No alcoholic beverages will be served without a separate agreement relating thereto.

3. Coordination with venue

Caterer will need to have access to the Venue no later than 3 hours in advance of the Start Time for the Event, and 2 hours after the End Time for clean-up. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

4. Payment terms

In exchange for the services of Caterer as specified in this Catering Contract, Client will pay to Caterer \$ 21.00 per person attending the event, but in no event less than the Guest Count provided by Client to Caterer one week in advance of the Event. As of the signing of this Contract, the total amount is estimated to be \$ 6300.00 ("Estimated Total Cost").

Payment will be made to the Caterer as follows: \$ 1,000.00 deposit due on the date of signing, and the balance of approximately \$ 4000.00 will be due one week in advance of the event.

The exact amount due will be determined, and provided from Client to Caterer in writing, one week in advance of the Event along with a Final Guest Count.

*Balance or
\$1300 will be due day of event*

5. Responsibilities for related costs

Client is solely responsible for all costs and/or deposits relating to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirement of Caterer providing services at the Venue.

6. Insurance and Indemnification

Caterer has, or will obtain, general liability insurance relating to Caterer's services at the Event.

However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event, caused by any of Client's guests.

7. Cancellation

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation.

Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply. If Client requests cancellation of this Contract 90 days or more before the Event, Caterer shall be entitled to 0 percent of the Estimated Total Cost. If Client requests cancellation 45-89 days before the Event, Caterer shall be entitled to 0 percent of the Estimated Total Costs. If Client requests cancellation 31-44 days before the Event, Caterer shall

be entitled to 0 percent of the Estimate Total Costs. After 30 days in advance of the Event, Caterer ~~shall be entitled to 100 percent of the Estimated Total Cost.~~

and client will negotiate % due to Caterer
The Client's deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

8. Legal compliance

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. Limitation of remedies

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. Resolution of disputes

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

12. Jurisdiction and Venue

This Contract will be interpreted according to the laws of the State of Texas and any legal action must be filed in the County of Burnet in the State of Texas.

13. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

Executed on _____.

Caterer

Sharon Schwartz

TWO PEAS IN A POT, LLC

1402 County Road 252

Bertram, Texas 78605

(512) 627-2898

Client

J. Kelley

By: James Oakley

Address: _____

City, State, Zip: _____

Phone: _____

FULL RELEASE OF LIABILITY

Two Peas In A Pot, LLC
1402 CR 252
Bertram, Texas 78605

I, _____, on behalf of myself and my heirs, administrators, executors, personal representatives and assigns, in consideration of receiving services from and being permitted to utilize the facilities managed by Two Peas In A Pot, LLC do hereby fully and forever release, hold harmless, waive, discharge and covenant not to sue Two Peas In A Pot, LLC and its present and former parent companies, subsidiaries, operating units, affiliates, employees, directors, officers, agents, representatives, insurers, and all persons acting by or through such persons or entities (the "Released Parties"), from and against any and all claims, demands, actions, lawsuits, liabilities, judgments, debts, and causes of action of any kind or nature whatsoever, including but not limited to any personal or bodily injuries (collectively, the "Claims"), which I may have for any reason arising out of or relating to my participation in the above use of Two Peas In A Pot, LLC services and facilities.

I acknowledge and agree that use of the above referenced Two Peas In A Pot, LLC services and facilities carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I hereby assert that I knowingly assume all such risks.

I further expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of Texas and that if any portion of this agreement is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

Returning this signed form to the Two Peas In A Pot, LLC staff member who is representing Two Peas In A Pot, LLC does not authorize others not covered by this agreement to utilize the facility.

I HAVE READ THIS WAIVER OF LIABILITY AND GENERAL RELEASE OF ALL CLAIMS, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASED PARTIES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name: James D. Dickey

Signature: [Handwritten Signature]

Date: 11/14/13

Two Peas In A Pot, LLC (512) 567-2742

FULL RELEASE OF LIABILITY

Two Peas In A Pot, LLC
1402 CR 252
Bertram, Texas 78605

I, James Oakley, hereby release Two Peas In A Pot, LLC from any liability and harm if food is taken from the property that may have prepared on Two Peas In A Pot, LLC premises, and any of this food that may be consumed by individuals will be done so at their own risk.

I request that you make these records available for such inspection and copying. Photocopies of Authorization shall be considered as valid as the original.

This Authorization is effective on the date set forth below and shall remain in effect until withdrawn in writing by me or by my agent, designee or representative.

Printed Name: James Oakley

Signature: [Signature]

Date: 11/14/23

Two Peas In A Pot, LLC (512) 567-2742

This form must be completed if any "to go" plates are taken from the premises.