



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

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

REGULAR SESSION MEETING DATE: Tuesday NOVEMBER 12, 2024

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation by Mitchell Sodek, Executive Director of the Central Texas Groundwater Conservation District. District update and explanation of the new well inspection and tagging program (Beierle)
5. Discussion and/or action regarding the appointment to the CAMPO 2025 Technical Advisory Committee on behalf of the City of Marble Falls, with Russell Sander as the primary representative and Caleb Kraenzei as the alternate (Oakley)
6. Discussion and/or action regarding acceptance of donations for Precinct 4 Thanksgiving luncheon (Dockery)

Attachments
Pct 4 donations

7. Discussion and/or action regarding the addition of Burnet County Resident, Ken Rich to the Burnet County Broadband Committee (Beierle)
8. Discussion and/or action regarding the approval to sign the Certificate for Capital Area Housing Finance Corporation Single Family Mortgage Origination Program (Oakley)
9. Discussion and/or action regarding the acceptance of a donation check from Sentry Security to the Burnet County Sheriff's office, to be accepted into the Sheriff's Office donations account (Oakley)
10. Discussion and/or action regarding the adoption of the new Senate Bill 1893 IT Policy (Oakley)

Attachments
Information Technology Policy

11. Discussion and/or action regarding the Tyler Technologies Burnet County, Texas Justice Access Cost Proposal (Oakley)

Attachments
Justice Access Proposal
12. Discussion and/or action regarding the Sequel Data Systems, Inc. cost proposal for improvements to the active directory domain (Oakley)

Attachments
Sequel
13. Discussion of replacing the resolution originally signed on 9/24/24 authorizing FY 25 county grant to Williamson Burnet County Opportunities for \$10,000 in conjunction with Texas Department of Agriculture Texans Feeding Texans, to provide home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved their accounting system or fiscal agent (Oakley)

Attachments
Tx Dept of Agriculture Resolution
14. Discussion and/or action regarding a donation deed from Douglas Ivey for a 4.901 acre tract of land situated in the R.H. Toliver Svy. No. 854, Abst. #920, the B.C. Bittich Svy. No. 111, Abst. #91 and the T. Standifer Svy. No. 1166, Abst. #870 for right of way for CR 103 (Luther)
15. Discussion and/or action concerning a donation deed from Ned D. Ross and Tami R. Ross for a 1.178 acre tract of land out of the Fidele Seholzer Svy. No. 18, Abst. #791 for right of way for CR 414 (Dockery)
16. Discussion and/or action concerning the acceptance of Maintenance Bond #4467882MNT from Austin Engineering Company, Inc. in the amount of \$294,235.14 for road and drainage work completed on CR 407 (Dockery)
17. Discussion and/or action concerning the replat of Lot 4, SLM Ranch Subdivision, to be known as Lots 4-A, 4-B, 4-C, and 4-D, SLM Ranch Subdivision, a 1 Lot into 4 division (Luther)
18. Discussion and/or action concerning a replat of Lots 2 and 3, Spicewood Ridge, to be known as Lot 2A, Spicewood Ridge, a combination of 2 lots into 1 (Dockery)
19. Discussion and/or action concerning the release of the maintenance portion of Cash Bond No. CB-6-22-21, in the amount of \$81,911.43 for Reed Ranch Estates, Phase 1 (Luther)
20. Discussion and/or action concerning the final plat of The Ranch on Lake LBJ, Phase 3, a private subdivision consisting of 20 lots on 13.36 acres located off CR 134 (Luther)

21. Acknowledgment of Receipt:
- a. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - b. TCEQ Notice for an air quality permit
 - c. TCEQ Notice of a proposed amendment without renewal of general permit authorizing the discharge of stormwater associated with Industrial activities
 - d. MIS Summary
 - e. Marble Falls Area EMS Update
 - f. Monthly Septic/Bldg. Report
 - g. 11.04 Meals correction on Employee handbook (typo)

Attachments
MFAEMS Report
septic/bldg report
11.04 meals

22. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
- a. Revisions made to the On-Site Dental Contract with Austin Dental Cares for Burnet County Jail Facility Inmates
 - b. Approval to accept the replacement of the new hire application software with Applicant Pro
 - c. Approval of the FY 25 Interlocal Agreement and adoption of the order with the City of Meadowlakes
 - d. Approval to accept the Burnet County Courthouse Metal Detectors and Panic Button Project for the FY25 Criminal Justice Grant Program from the Office of the Governor, Public Safety Office, Criminal Justice Division
 - e. Approval to accept the FY 2024 auditor engagement letter with Pattillo, Brown & Hill, L.L.P.
 - f. Approval and signature of the Architectural Services Contract with Burns Architecture, LLC for the Jail Attorney Rooms
 - g. Approval to accept the Axon Enterprise, Inc. quote for ten (10) tasers for the Sheriff's office
 - h. Approval of the Burnet County Event Sponsorship application for Christmas on the Square
 - i. Approval of the Burnet County Event Sponsorship application for Bertram Country Christmas
 - j. Approval and sign the application for eligibility form for the Texas Federal Surplus property program
 - k. Interlocal with the City of Burnet for library services

Attachments
On-site dental contract
applicant pro
Interlocal agreement with City of Meadowlakes
Interlocal Order with City of Meadowlakes
County Audit engagement letter
Architectural Svcs Contract
Axon Enterprise quote
Christmas on the square app
Christmas on the square app choices
Bertram Country Christmas
Texas federal surplus app

23. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
- a. Negotiation and award of the Competitive Sealed Proposal (CSP) 25-4090-01 Burnet County Annex Renovation/Expansion (Oakley)
 - b. Approve going out for advertisement on bids for the auditorium portion of the agri life building (Oakley)

24. 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 concerning budget inner departmental line item transfers.
 - b. Consideration and approval concerning budget amendments.
 - c. Consideration and authorization of payment of claims previously approved by the County Auditor.
 - d. Consideration and approval regarding Departmental equipment requests and/or property transfers
25. Calendar Review.
26. Adjournment

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

Posted by 5:00 o'clock P.M. on the 8th day of November 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

6.

Meeting Date: 11/12/2024

Subject

Discussion and/or action regarding acceptance of donations for Precinct 4 Thanksgiving luncheon (Dockery)

Attachments

Pct 4 donations

PRECINCT 4 THANKSGIVING LUNCH DONOR LIST
November 2024

Aggregate Haulers - \$ 350.00 Gift Card
Lone Star Towing & Recovery \$ 250.00 Gift Card
Momar - \$200.00 Gift Card
O'Malley's Tire - \$ 300.00 Check
O'Connor Trailer Sales - \$250.00 Check
Anderson Equipment - \$300.00 Gift Card
Triple F Equipment Maintenance - \$100.00 Gift Card
Cooper's BBQ / Bobcat of Marble Falls - 8 Briskets & case of sausage
Chicken Express – 16 oz. cups and tea
Blue Bonnet Café – 5 pies

End

Burnet County Commissioners Court

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Regular Session

10.

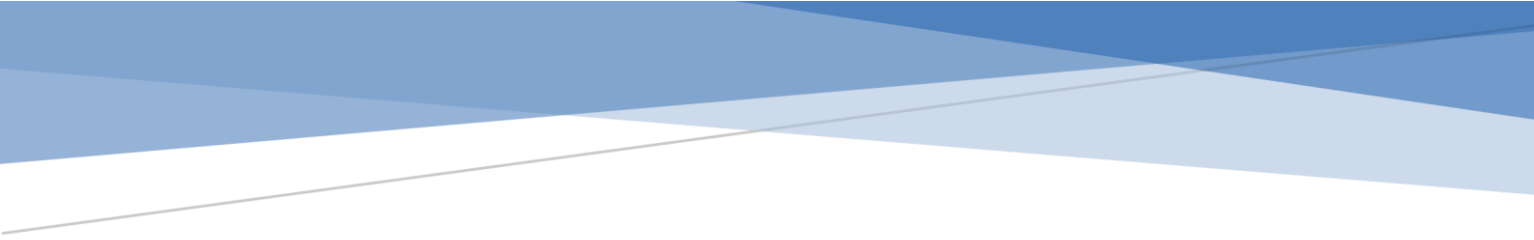
Meeting Date: 11/12/2024

Subject

Discussion and/or action regarding the adoption of the new Senate Bill 1893 IT Policy (Oakley)

Attachments

Information Technology Policy



Burnet County

Covered Applications and Prohibited Technology Policy

Date: September 16, 2024

Version: 1.0

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1.0 INTRODUCTION

1.1 PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

As required by the Governor's directive and Senate Bill 1893, this model policy establishes a template that entities subject to the directive or bill may mimic to prohibit the installation or use of covered applications or prohibited technologies on applicable devices.

1.2 SCOPE AND APPLICATION

Due to distinctions in requirements between the Governor's directive and SB 1893, Sections 2 and 3 apply to distinct organizations. Where appropriate, each section will identify the unique entities to whom the section applies and the appropriate definitions.

Governmental entities, including local governments, must adopt a covered applications policy as described by [Section 2.0](#).

State agencies to whom the Governor issued his December 7, 2022, directive must adopt a prohibited technology policy as described by [Section 3.0](#). To the extent a state agency is also subject to the requirements of Senate Bill 1893, that agency must also adopt a covered applications policy as described by [Section 2.0](#).

2.0 COVERED APPLICATIONS POLICY FOR GOVERNMENTAL ENTITIES

2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, governmental entities, as defined below, must establish a covered applications policy:

- A department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Education Code Section 61.003.
- The supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial Council or another agency in the judicial branch of state government.
- A political subdivision of this state, including a municipality, county, or special purpose district.

This policy applies to all Burnet County full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All Burnet County employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 COVERED APPLICATIONS ON GOVERNMENT-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

Burnet County will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

Burnet County will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- a. **[Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.]**
- b. **[Maintain the ability to remotely wipe non-compliant or compromised mobile devices.]**
- c. **[Maintain the ability to remotely uninstall unauthorized software from mobile devices.]**
- d. **[Other Governmental Entity-implemented security measures.]**

2.3 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the government’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then Burnet County will remove and prohibit the covered application.

Burnet County may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 BRING YOUR OWN DEVICE POLICY

If Burnet County has a “Bring Your Own Device” (BYOD) program, then

Burnet County may consider prohibiting the installation or operation of covered applications on employee-owned devices that are used to conduct government business.

2.5 COVERED APPLICATION EXCEPTIONS

Burnet County may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows Burnet County to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If Burnet County authorizes an exception allowing for the installation and use of a covered application, Burnet County must use measures to mitigate the risks posed to the state during the application's use **including:**

- **Measures that Burnet County deems appropriate for its own policy.**

Burnet County must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

[A Governmental Entity may include additional language within its policy as to which employees may install and use the covered application subject to its exception.]

3.0 PROHIBITED TECHNOLOGY POLICY FOR STATE AGENCIES

3.1 SCOPE

This policy applies to all state agencies to whom the Governor issued his December 7, 2022, [directive](#). This policy applies to all Burnet County employees, including interns and apprentices, contractors, and users of state networks. All Burnet County employees, contractors, and state network users to whom this policy applies are responsible for complying with these requirements and prohibitions.

3.2 STATE AGENCY-OWNED DEVICES

Except where approved exceptions apply, the use or download of prohibited applications or websites is prohibited on all state-owned devices, including cell phones, tablets, desktop and laptop computers, and other internet capable devices.

The State Agency must identify, track, and control state-owned devices to prohibit the installation of or access to all prohibited applications. This includes the various prohibited applications made available through application stores for mobile, desktop, or other internet capable devices.

The State Agency must manage all state-owned mobile devices by implementing the security controls listed below:

- a. Restrict access to “app stores” or nonauthorized software repositories to prevent the install of unauthorized applications.
- b. Maintain the ability to remotely wipe noncompliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
- d. Deploy secure baseline configurations for mobile devices as determined by State Agency.

3.3 PERSONAL DEVICES USED FOR STATE AGENCY BUSINESS

Employees and contractors may not install or operate prohibited applications or technologies on any personal device that is used to conduct state business, which includes using the device to access any state-owned data, applications, email accounts, non-public facing communications, state email, VoIP, SMS, video conferencing, CAPPs, Texas.gov, and any other state databases or applications.

A state agency that authorizes its employees and contractors to use their personal devices to conduct state business must also establish a “Bring Your Own Device” (BYOD) program. If an employee or contractor has a justifiable need to allow the use of personal devices to conduct state business, the employee or contractor must ensure that their device complies with State Agency’s BYOD program, which may include proactive enrollment in the program.

State Agency’s BYOD program prohibits an employee or contractor from enabling prohibited technologies on personal devices enrolled in the State Agency program.

3.4 SENSITIVE LOCATIONS

State Agency will identify, catalogue, and label all sensitive locations. A sensitive location is any location, physical or logical (such as video conferencing, or electronic meeting rooms), that is used to discuss confidential or sensitive information including information technology configurations, criminal justice information, financial data, personally identifiable data, sensitive personal information, or any data protected by federal or state law.

An employee whose personal device, including their personal cell phone, tablet, or laptop, is not compliant with this prohibited technology policy may not bring their personal device into sensitive locations. This includes using their unauthorized personal device to access any electronic meeting labeled as a sensitive location.

Visitors granted access to sensitive locations are subject to the same limitations as employees and contractors. If a visitor is granted access to a sensitive location and their personal device has a prohibited application installed on it, then the visitor must leave their unauthorized personal device at an appropriate location that is not identified as sensitive.

3.5 NETWORK RESTRICTIONS

DIR has blocked access to prohibited technologies on the state network. To ensure multiple layers of protection, State Agency has also implemented additional network-based restrictions, which include:

- a. Configuring agency firewalls to block access to statewide prohibited services on all agency technology infrastructures, including local networks, WAN, and VPN connections.
- b. Prohibiting personal devices with prohibited technologies installed from connecting to agency or state technology infrastructure or state data.
- c. With the State Agency executive head's approval, providing a separate network that allows access to prohibited technologies with the approval of the executive head of the agency.

3.6 PROHIBITED TECHNOLOGIES EXCEPTIONS

Only the State Agency executive may approve exceptions to the ban on prohibited technologies. This authority may not be delegated. All approved exceptions to

applications, software, or hardware included on the prohibited technology list must be reported to DIR.

Exceptions to the prohibited technology policy must only be considered when:

- the use of prohibited technologies is required for a specific business need, such as enabling criminal or civil investigations; or
- for sharing of information to the public during an emergency.

For personal devices used for state business, exceptions should be limited to extenuating circumstances and only granted for a predefined period of time. To the extent practicable or possible, exception-based use should only be performed on devices that are not used for other state business and on non-state networks, and the user should disable cameras and microphones on devices authorized for exception-based use.

3.7 BRING YOUR OWN DEVICE POLICY FOR A GOVERNMENTAL ENTITY NOT SUBJECT TO THE GOVERNOR’S PROHIBITED TECHNOLOGY DIRECTIVE

If a Governmental Entity is not subject to the Governor’s prohibited technology directive but is subject to Senate Bill 1893, it may also consider prohibiting the installation or operation of prohibited technologies and covered applications on employee-owned devices that are used to conduct government business.

If Burnet County has a “Bring Your Own Device” (BYOD) program, then Burnet County shall institute a “Bring Your Own Device” (BYOD) policy requiring the enrollment of these personal devices in the entity’s program before their continued use in conducting governmental business.

3.8 ONGOING AND EMERGING TECHNOLOGY THREATS PURSUANT TO THE GOVERNOR’S DIRECTIVE

To provide protection against ongoing and emerging technological threats to the state’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional technologies posing concerns for inclusion in this policy.

DIR posts the list of all prohibited technologies, including applications, software, hardware, or technology providers, to its website. If, after consultation between DIR and

DPS, a new technology must be added to this list, DIR will update the prohibited technology list posted on its website.

State Agency will implement the removal and prohibition of any listed technology on all applicable devices. State Agency may prohibit other technology threats in addition to those on the posted list should State Agency determine that such prohibition is appropriate.

4.0 POLICY COMPLIANCE

All **State Agency** employees shall sign a document annually confirming their understanding of the agency's covered applications and prohibited technology policies. Governmental entities that are subject to Senate Bill 1893 but not subject to the Governor's December 07, 2022, directive may elect not to require employees to complete an annual certification.

Burnet County will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

5.0 POLICY REVIEW

This policy will be reviewed **every five years** and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of Burnet County.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
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James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

11.

Meeting Date: 11/12/2024

Subject

Discussion and/or action regarding the Tyler Technologies Burnet County, Texas Justice Access Cost Proposal (Oakley)

Attachments

Justice Access Proposal



Burnet County, Texas Justice Case Access Cost Proposal

October 28, 2024

Amiee Dismukes - Account Executive
5101 Tennyson Parkway, Plano, TX 75024
Phone: 972.713.3770 ext. 114268
Email: Amiee.Dismukes@tylertech.com





5101 Tennyson Parkway
Plano, Texas 75024

P: 972.713.3770
F: 972.713.3777

www.tylertech.com

October 28, 2024

Jacki Haynes
Project Coordinator
1701 E Polk
Burnet, TX 78611

via email: jlhaynes@burnetcountytexas.org

Dear Jackie,

Tyler Technologies is pleased to provide Burnet County, Texas with a cost proposal for our Justice Case Access solution.

Tyler can provide a successfully proven and low risk approach that will allow Burnet County to quickly achieve the goals for this project. This proposal is good for 90-days. If you have any product or cost questions as it relates to this proposal, please let me know.

We sincerely look forward to working with Burnet County on this critical court technology project.

Sincerely,

A handwritten signature in dark ink that reads "Amiee Dismukes".

Amiee Dismukes
Account Executive

TYLER TECHNOLOGIES, INC.
Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
Office: 972.713.3770 x114268

Justice Case Access – Cost Proposal

Justice Case Access

IMPROVE ACCESS TO COURT RECORDS

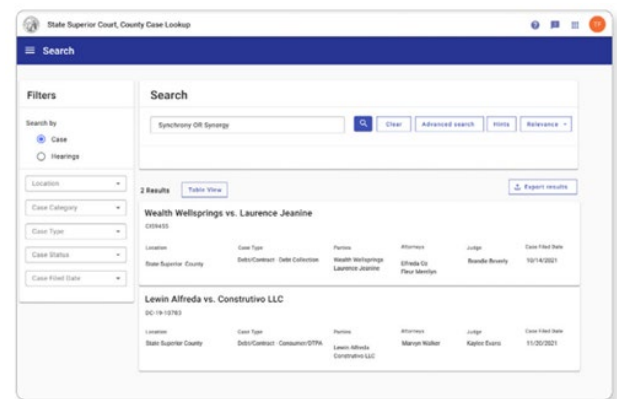
Justice Case Access is a public access platform that helps attorneys, constituents, self-represented litigants, and justice partners access local case information, court documents, and more — anytime, anywhere. The platform is easy enough for the public to navigate while providing elevated case access to attorneys of record and self-represented litigants.

A DATABASE FOR CASE RECORDS AND DOCUMENTS AT THE LOCAL COURT LEVEL

Built from the re:Search platform but designed for local courts, Justice Case Access integrates with Tyler’s eFile & Serve and Enterprise Case Manager software solutions to provide users with instant, secure access to their cases. And, because Justice Case Access is deployed on the highly secure, CJIS compliant Amazon Web Services (AWS) platform, the service can scale up depending on end-user demand

COURTS

- Increases transparency and access to court information
- Features configurable site branding and messaging
- Supports configurable security settings, roles and rights, admin tools, and document pricing
- Enables courts to control the case types in the platform and how far back the cases go
- Can create custom roles for justice partners like law enforcement agencies and control the level of access they receive
- Reduces office costs by reducing paper and toner used with photocopies
- Mobile friendly
- Protections against data harvesting



Example County Case Lookup

LEGAL PROFESSIONALS

- Provides attorneys and their staff instant, secure access to their cases
- Saves time and money by eliminating visits to the clerk’s office to access records and documents
- Provides immediate access to full case information 24/7/365

GENERAL PUBLIC

- Expands access and equity through an easy-to-use platform that can be used anywhere
- Automatically provides self-represented litigants with access to electronic case

Justice Case Access – Cost Proposal

Pricing

Justice Case Access	Rate	Cost
Courts • Increases transparency and access to court information • Features configurable site branding and messaging • Supports configurable security settings, roles and rights, admin tools, and document pricing • Enables courts to control the case types in the platform and how far back the cases go • Can create custom roles for justice partners like law enforcement agencies and control the level of access they receive • Reduces office costs by reducing paper and toner used with photocopies • Mobile friendly • Protections against data harvesting Legal Professionals • Provides attorneys and their staff instant, secure access to their cases • Saves time and money by eliminating visits to the clerk's office to access records and documents • Provides immediate access to full case information 24/7/365 General Public • Expands access and equity through an easy-to-use platform that can be used anywhere • Automatically provides self-represented litigants with access to electronic case	Annually	\$5,000*
Total Software Cost		\$5,000*

*Subscription fees increase 5% annually

Pricing good for 90 days from 10.25.2024

We would like to thank you again for the opportunity to provide Burnet County with a cost proposal for Tyler's Justice Case Access solution. Should you have any questions regarding the solution or pricing provided, please feel free to reach out to Amiee Dismukes (Amiee.Dismukes@tylertech.com). We look forward to working with Burnet County on your office's technology goals.

Burnet County Commissioners Court

Jim Luther Jr.
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Regular Session

12.

Meeting Date: 11/12/2024

Subject

Discussion and/or action regarding the Sequel Data Systems, Inc. cost proposal for improvements to the active directory domain (Oakley)

Attachments

Sequel



Sequel Data Systems Inc.

Sequel Data Systems Inc.

Active Directory Enhancements

Prepared for Burnet County

Prepared By: Zac Sanders

512.918.8841

Zac.Sanders@sequeldata.com

Proposal ID: OP-208600

Version: 1.0

Date: 11/1/2024

Last Updated: 11/4/2024

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Executive Summary

Burnet County ("Client") has engaged Sequel Data Systems, Inc. ("Sequel") to provide professional services for the following:

- Active Directory (AD) Domain Reorganization
- File share permissions review and reorganization
- Assist with setting up another server as a domain controller.
- Identify AD Quick Win Enhancements

Client Environment

- Estimated 400 users
- Currently one server for Domain Controller on Hyper-V, and it's virtual Note: there is another server that will be deployed as DC
- Unitrends device is used for backups
- 35 departments over 9 buildings
- Server 2019

Scope of Work

AD Domain Reorganization

- Client will outline desired spheres of administrative control, which includes the name for organizations.
- Create Base Organizational Unit (OU) for the various organizations, including Sheriff Offices.
- Create up to 3 GPOs for the new OUs.
- Delegate controls of OUs to proper organizations and/or users for the Sheriff Offices.
- Client will continue with delegating controls of OUs to proper organizations.

File Share Reorganization

- Review NTFS versus Sharing for files.
- Capture current permissions before changing permissions.
- Client will identify folders that other organizations need to have access to.
- Client will identify what the access permissions need to be.
- Modify permissions.
- Capture new permissions and make a comparison.
- Client will test and modify permission, if needed.

Secondary Domain Controller

- Client will have installed Server 2019 and apply all patches and updates.
- Client will rename to preferred domain controller name.
- Client will assign static IP address for the new domain controller.
- Add domain controller role services.
- Add as a secondary domain controller.

- Verify replication.
- Client will add secondary domain controller to their backup systems.

AD Quick Win Enhancements

- Turn on recycle bin.
- Rotate Kerberos keys.
- Discuss AdminCount Cleanup.
- Discuss certificates and management. Note: Client might need to purchase certificates based on discussion.
- Add SSL to domain controllers.
- Remediate ms-DS-MachineAccountQuota.
- Set up Password Complexity-Min age.
- Review the Best Practices Analyzer for the Forest and both Domains and fix any issues.
- Ensure functional level of forest and domains is at 2016 or higher.
- Discuss LAPS.

Deliverables

- Working meetings
- Knowledge transfer

Out of Scope

Sequel is responsible to perform only the Consulting Services described in this Statement of Work. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of Scope. This includes any installation, configuration, or design work not expressed above. This also includes the development and documentation of any test plans or results and Client Training.

- Third-party tool licensing, planning, designing, installation, configuration, validation, troubleshooting, or integration services.
- Integration with any system not listed above.
- Certification of the platform or solution against any regulatory compliance, internal Client standards, or any standard other than passing the functional validation of the project.
- Any installation, configuration, or design work not expressed above.
- Any VMware technologies not specifically listed above including Bridging, VPN, Load Balancing, Activity or Flow monitoring, Service Composer, Identity or Layer 3 Edge Firewall, NSX Data Security, VMware vShield Endpoint.
- Deployment of any additional components outside the technical scope stated in this SOW.
- Resolving any other physical or underlying network, storage, host, CPU, or connectivity issues.
- Client training outside of the defined knowledge transfer phase.
- Any application coding or scripting.
- Resolving of any physical network or connectivity issues.
- Any HA configuration of vCenter or the Platform Services Controller.

Resource and Skills

Sequel will provide the following resources to be participants for this project. The resources will be partially or fully responsible for deliverables where appropriate.

Role	Involvement
Solution Architect	Full time
Solution Architect	As needed
Director of Cloud Services	Part time
IT Project Manager	As needed

Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

- The program and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time, associated fees, and expenses may be required to complete this Statement of Work. Any Client requested work and or materials beyond the original scope of work described in this proposal is subject to additional charges.
- Sequel is not responsible for lost data and recommends that the Client perform a full working backup of their network prior to the commencement of services.
- Please note that the time designated for knowledge transfer is throughout the project and Sequel is responsible for providing a resource dedicated to this project and the extent of the knowledge transfer is dependent upon the availability of this resource.
- Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed SOW. Should you require more aggressive scheduling, please contact Sequel to determine availability.
- Sequel will not develop applications as a part of this Statement of Work.
- Sequel is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data.
- Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the project.
- Sequel will not provide licenses, hardware, or software under the terms of this agreement.
- Technical resource(s) will be made available during the time of this project.
- All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

- All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Client. All wiring, hardware, and software required to perform the above services are in working order.
- Client will provide a technical point of contact during the duration of this project.

Client Responsibilities

- Client to provide a list of admins for each group i.e. Sheriff's admin. If it has a group, please provide the group name.
- Client to create groups to allow for easier management of access. Note: Client should not be assigning permissions directly to user account; it should be done by being added to a group.
- Client will outline desired spheres of administrative control, which includes the name for organizations.
-
- Client will assign a Project Manager that will be responsible for identifying the necessary resources for Client Responsibility project tasks. This individual will also be responsible for ensuring tasks are completed in a timely manner.
- Access to facilities and computer systems as required for Sequel to perform the tasks outlined in this SOW.
- A proper work environment for consultant and proper remote access for remote work.
- A point of contact to coordinate all design, installation, and troubleshooting tasks.
- A valid VPN account for the entire life of the project for remote configuration, monitoring, troubleshooting, training, etc.
- Current support contracts and license for all components in the scope of this project for the duration of this project.
- A properly designed and documented test plan for their environment for each phase of this project.
- Provide testing scenarios and outcomes that will be validated by customer to ensure configuration meet their requirements.
- Client will do final validation testing and sign-off for each phase of this project.
- Applications and servers will be on supported licenses; in the event an issue occurs, client will work with appropriate Vendor(s) to resolve issue.
- Equipment is on active support maintenance contracts; in the event an issue occurs, client will work with appropriate Vendor(s) to resolve issue.
- In the event of an issue, the Client will need to create support tickets with vendors and work with them to resolve them.
- Confirm backup of systems and validate backups were successful in the event of having to revert.
- Dedicated Client Staff Resources are available during project implementation.
- Client stakeholders will be accessible for making decisions or assisting with escalation of issues.
- Any Client requested work and or materials beyond the original scope of work described in this proposal is subject to additional charges.
- Any equipment rentals needed will be provided by Client, renting themselves or covering the cost.
- Any media or license keys required during the project.

- Handle any end user communication required.
- Final validation testing and sign-off of this project.

Change Control Process

The change control process is used to affect changes to the scope or cost of the project and the subsequent changes to the Statement of Work or project plan. Controlling changes keeps the project within scope, as defined in the Technical Proposal, Cost Proposal, Statement of Work, System Architecture and Design and project plan. Project Change Control ensures that only mandatory changes are addressed. Change Requests can be initiated by either the Sequel Project Manager or by the Client Project Manager. The Client Project Manager can then assess the cost and benefit tradeoffs associated with requested changes. The Consultant Project Manager and the Client Project Manager are the points of contact for administering change control. Each is responsible for identifying and controlling changes, and both must approve change requests prior to their investigation and implementation.

Price and Payment Schedule

Sequel Professional Services will perform as much work outlined in this Statement of Work during working hours of Monday – Friday, 8:00 A.M. CST – 5:00 P.M. CST. If Client requires work to be done after-hours i.e. on nights or weekends, a minimum of 14 days' notice to Sequel must be given; Client will pay the after-hour rate for work done outside of the standard business hours.

This is an estimate of the time required to complete the tasks of this SOW. There is no guarantee it can or will be implemented within this timeframe:

Services Breakdown:	Rate	Unit	Total
Level 2 Microsoft Engineer Remote or Level 2 Systems Engineer Remote Note: this includes after-hours work, which will consume time at 1.5x rate	\$225.00	72	\$16,200.00
Project Management	\$157.25	8	\$1,258.00
TIPS Contract 210101 Technology Solutions, Products, and Services			
Total Estimated Cost to Client			\$17,458.00

Link to Sequel's TIPS Contract

<https://www.tips-usa.com/vendorProfile.cfm?RecordID=DA2F859ED3E2833B1A52EB6D5E92C7CC>

Payment Schedule

This project will be billed upon completion.

Travel Expenses

Travel is not expected to be required for this project as work can be performed remotely.

Terms and Acceptance

Terms: Prices are valid for 30 days provided work commences within 30 days of this agreement date. Any travel and living expenses arising out of changes to this agreement will be billed at actual cost unless otherwise specified

in a Project Change Request (PCR). Sequel Professional Services must be notified at least two weeks in advance to schedule this project. Changes to the start date once the work is booked are subject to SPS resource availability. Sequel will invoice Client, at Terms Net 30, for the services performed under this agreement. Prompt payments are greatly appreciated, but if there is a delay, there will be a 1.5% penalty.

No Solicitation to Hire: During the term of this agreement and for a period of one (1) year following termination or expiration of this AGREEMENT, the Client agrees not to solicit to hire, hire or cause to hire any SPS personnel, employees, or subcontractors directly or indirectly without express written permission from the Sequel Professional Services. If the Client, or any affiliate of the Client, extends an offer of employment, or a contract for services to any SPS personnel or employees, then the Client shall pay SPS, as liquidated damages, an amount equal to fifty percent (50%) of the annual salary or contract payments that would have been due to such Personnel or employee. The parties agree that the foregoing liquidated damage is the party's best estimate of the damages caused by the extension of an offer of employment, or a contract for services to any SPS personnel or employees. Notwithstanding the damages provided for in this paragraph, SPS shall be entitled, in addition to any other remedies at law or in equity, to obtain injunctive relief.

Limited Warranty: Sequel warrants to the Client that the Work provided hereunder will be performed in a workmanlike manner and will substantially conform to the agreed to specifications at the time of performance. Unless otherwise expressly agreed in writing by Sequel, Sequel warrants the Work for a period of 30 days from the date of the performance of the Work to the Client or its designated receiver of the services. Sequel does not warrant results or achievements of the Work and Sequel is not responsible for the work or activity of any non-Sequel employed personnel (excluding Sequel authorized subcontractors). EXCEPT AS SET FORTH IN THIS SECTION, SEQUEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF (A) MERCHANTABILITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE OR USE, (C) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS; AND (D) ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE OR COURSE OF PERFORMANCE NOTWITHSTANDING.

Limitation of Liability: In no event shall Sequel's liability arising in connection with or under this statement of work (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability, or any other theory of law) exceed the purchase price of the services.

Limitation of Damages: Buyer shall in no event be entitled to, and Sequel shall not be liable for indirect, special, incidental, or consequential damages of any nature, including, but not limited to, loss of profit, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of Clients.

Acceptance: All parties agree to the responsibilities and work outlined in this agreement. Upon completion of the Services, Sequel will present the Client with an acceptance form for signature, evidencing the Client's acceptance of the Services. The Client agrees to promptly sign and return the acceptance form to Sequel or, in the alternative, to notify Sequel of any issues concerning the Services. If Sequel does not receive the acceptance form within five (5) business days from receipt, the Services will be deemed accepted by the Client. The Client agrees to pay Sequel for the Services performed under this agreement. This agreement must be signed by all parties and returned to SPS with a Purchase Order from the Client for the services outlined above prior to any resources being allocated or deployed by SPS.

SOW Acceptance

		Burnet County Active Directory Enhancements Proposal ID: OP-208600	
<u>Services by:</u> Sequel Data Systems, Inc. Professional Services		<u>Agreed to by:</u> Burnet County	
By: _____ Authorized signature		By: _____ Authorized signature	
Name:	Shane Scott	Name:	
Date:		Date:	
Phone:	512.918.8841	Phone:	
E-mail:	Shane.Scott@sequeldata.com	E-mail:	

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

13.

Meeting Date: 11/12/2024

Subject

Discussion of replacing the resolution originally signed on 9/24/24 authorizing FY 25 county grant to Williamson Burnet County Opportunities for \$10,000 in conjunction with Texas Department of Agriculture Texans Feeding Texans, to provide home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved their accounting system or fiscal agent (Oakley)

Attachments

Tx Dept of Agriculture Resolution



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2025**

A resolution of the County of **Burnet County**(County) Texas certifying that the County has made a grant to Opportunities for Williamson and Burnet Counties(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$10,000.00 to be paid and used between the:

1st of October 2024 and the 30th of September 2025

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of November, 2024.

2

Signature of Authorized Official of the County

James Oakley, Burnet County Judge

Typed Name and Title

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

21.

Meeting Date: 11/12/2024

Subject

Acknowledgment of Receipt:

- a. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - b. TCEQ Notice for an air quality permit
 - c. TCEQ Notice of a proposed amendment without renewal of general permit authorizing the discharge of stormwater associated with Industrial activities
 - d. MIS Summary
 - e. Marble Falls Area EMS Update
 - f. Monthly Septic/Bldg. Report
 - g. 11.04 Meals correction on Employee handbook (typo)
-

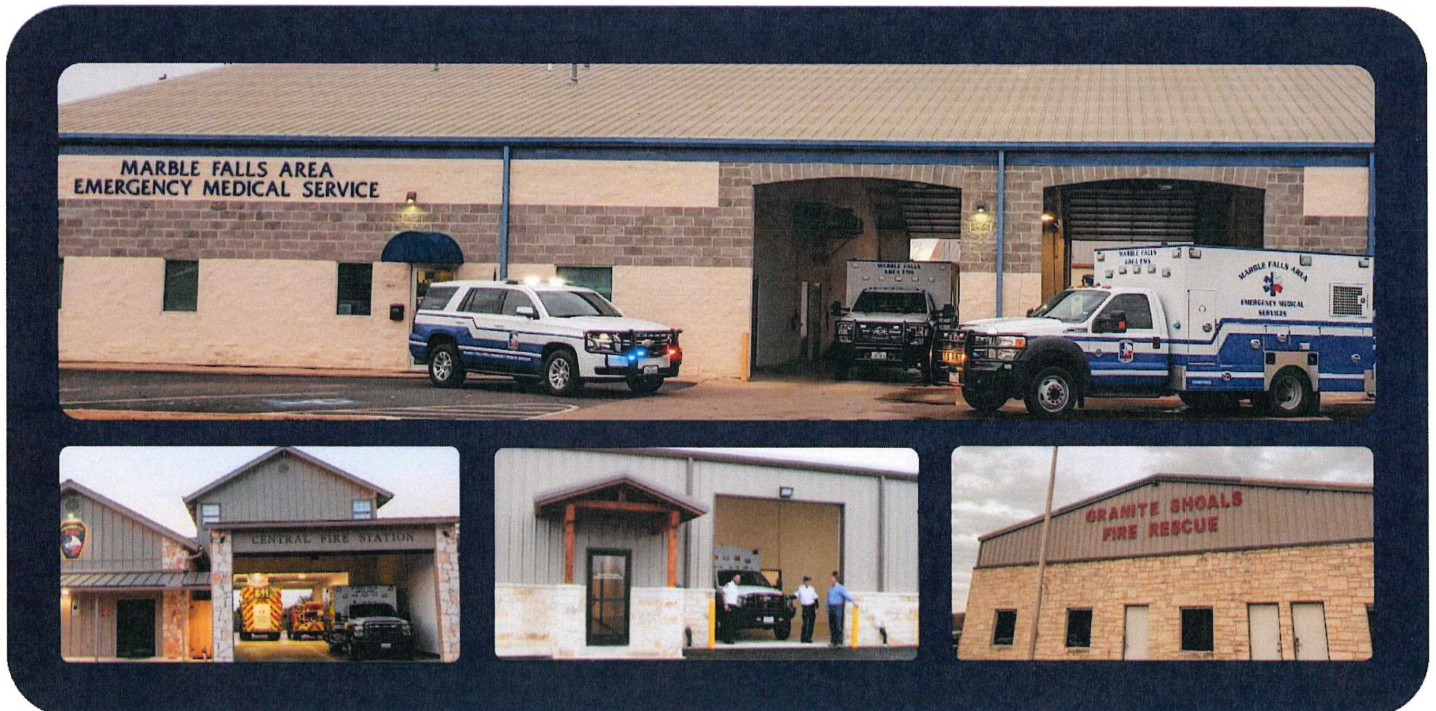
Attachments

MFAEMS Report
septic/bldg report
11.04 meals



MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE
OCTOBER 25, 2024



Marble Falls Area EMS
Sep-24

Burnet County - Unincorporated	#	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response	27				
Zone 1 (ESD 6) - Priority 2 Response	11	12.78	9.96	12.02	24.96
Zone 1 - Total Calls	38				
Zone 4 (ESD 3) - Priority 1 Response	18				
Zone 4 (ESD 3) - Priority 2 Response	4	8.48	9.83	8.68	21.98
Zone 4 - Total Calls	22				
Zone 1 & 4 - Priority 1 Response	45				
Zone 1 & 4 - Priority 2 Response	15	11.12	9.93	10.85	23.88
Zone 1 & 4 - Total Calls	60				
Hoover Valley - Priority 1 Response	1				
Hoover Valley - Priority 2 Response	1		9.17	9.17	14.10
Hoover Valley - Total Calls	2				
Bertram - Priority 1 Response	0				
Bertram - Priority 2 Response	0				
Bertram - Total Calls	0				
Other - Priority 1 Response	0				
Other - Priority 2 Response	0				
Other - Total Calls	0				
Total - Priority 1 Response	46	11.12	9.87	10.82	23.66
Total - Priority 2 Response	16				
Total - Total Calls	62				
Medic 21,22,23,25 - Marble Falls	37	No Treatment	No Transport		13
Medic 24 - Granite Shoals	22	Treatment	No Transport		0
Medic 26 - ESD 1 - Horseshoe Bay	3	Unfounded			0
Medic 28 - ESD 9 - Spicewood	0	Call Cancelled			9
Command Only	1	Dead On Scene			0
Total Medic Unit Responses	63	Total Calls Not Transported			22
# Of Calls That Required Multiple MFAEMS Unit Response	1				35.48%
Total Calls Transported	40				64.52%

Marble Falls Area EMS
Sep-24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	33	82.50%			
Seton Highland Lakes	0	0.00%			
Llano Midcoast	0	0.00%			
Saint Davids Hospital	0	0.00%			
Heart Hospital of Austin	0	0.00%			
South Austin Medical Center	0	0.00%			
Round Rock Medical Center	0	0.00%			
Seton Medical Center	0	0.00%			
Seton Medical Williamson	0	0.00%			
Seton Southwest Hospital	0	0.00%			
Dell Seton Medical Center	4	10.00%			
Dell Children's Hospital	1	2.50%			
Dell Children's Medical Center North	0	0.00%			
Baylor Scott & White Lakeway	1	2.50%			
Baylor Scott & White University	0	0.00%			
Cedar Park Regional	1	2.50%			
Total Patients Transported	40	72.73%			
No Treatment No Transport	14				
Treatment No Transport	0				
Dead On Scene	1				
Total Patients Not Transported	15	27.27%			
Total Patient Contacts	55	100.00%			

Patients - Male 28
Patients - Female 27
Total 55

Average Patient Age 60

Non-Emergent Transport 32
Emergent Transport 8
Total Transports 40

Air Medical Transports 3

Marble Falls Area EMS
Unincorporated Burnet County Extended Responses
Sep-24

Pickup	Zone	DOS	Dispatched	MF On Location	Priority 1 Response	Priority 2 Response	Extended Response
2000 Block CR 402	Burnet County Z 1	9/8/2024	19:30	19:51	20:82	-	Extended response due to distance
Turner Pass	Burnet County Z 1	9/26/2024	21:27	21:50	22:05	-	Extended response due to distance
Montana Springs Drive	Burnet County Z 1	9/27/2024	11:51	12:18	27:03	-	Extended response due to distance

Priority 1
< 20 Minutes
46
3

Priority 2
< 35 Minutes
16
0

**Marble Falls Area EMS
FY 24**

Burnet County - Unincorporated		#	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response		306				
Zone 1 (ESD 6) - Priority 2 Response		76	12.02	12.06	12.03	26.15
Zone 1 (ESD 6) - Total Calls		382				
Zone 4 (ESD 3) - Priority 1 Response		205				
Zone 4 (ESD 3) - Priority 2 Response		58	8.73	9.00	8.79	25.64
Zone 4 (ESD 3) - Total Calls		263				
Zone 1 & 4 - Priority 1 Response		511				
Zone 1 & 4 - Priority 2 Response		134	10.71	10.71	10.71	25.94
Zone 1 & 4 - Total Calls		645				
Hoover Valley - Priority 1 Response		42				
Hoover Valley - Priority 2 Response		22	14.34	14.28	14.32	27.08
Hoover Valley - Total Calls		64				
Bertram - Priority 1 Response		0				
Bertram - Priority 2 Response		0	-	-	-	-
Bertram - Total Calls		0				
Other - Priority 1 Response		4				
Other - Priority 2 Response		0	16.35	-	16.35	15.17
Other - Total Calls		4				
Total - Priority 1 Response		557				
Total - Priority 2 Response		156	10.98	11.23	11.03	26.00
Total - Total Calls		713				
Medic 21,22,23,25 - Marble Falls		386				
Medic 24 - Granite Shoals		300				
Medic 26 - ESD 1 - Horseshoe Bay		29				
Medic 28 - ESD 9 - Spicewood		10				
Command Only		1				
Total Medic Unit Responses		726				
			No Treatment	No Transport		110
			Treatment	No Transport		25
			Unfounded			5
			Call Cancelled			106
			Dead On Scene			3
			Total Calls Not Transported			249
# Of Calls That Required Multiple MFAEMS Unit Response - 11						
Total Calls Transported		464				65.08%

Marble Falls Area EMS
FY 24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	353	73.85%	Patients - Male Patients - Female Total	310 325 635
Seton Highland Lakes	54	11.30%		
Llano Midcoast	0	0.00%		
Saint Davids Hospital	0	0.00%	Average Patient Age	60
Heart Hospital of Austin	1	0.21%		
South Austin Medical Center	6	1.26%		
Seton Medical Williamson	10	2.09%	Non-Emergent Transport Emergent Transport Total Transports	410 68 478
Seton Southwest Hospital	0	0.00%		
Dell Seton Medical Center	27	5.65%		
Dell Children's Hospital	5	1.05%	Air Medical Transports	27
Dell Children's Medical Center North	2	0.42%		
Baylor Scott & White Lakeway	14	2.93%		
Baylor Scott & White University	0	0.00%		
Cedar Park Regional	6	1.26%		
Total Patients Transported	478	75.28%		
No Treatment No Transport	123			
Treatment No Transport	30			
Dead On Scene	4			
Total Patients Not Transported	157	24.72%		
Total Patient Contacts	635	100.00%		

Marble Falls Area EMS

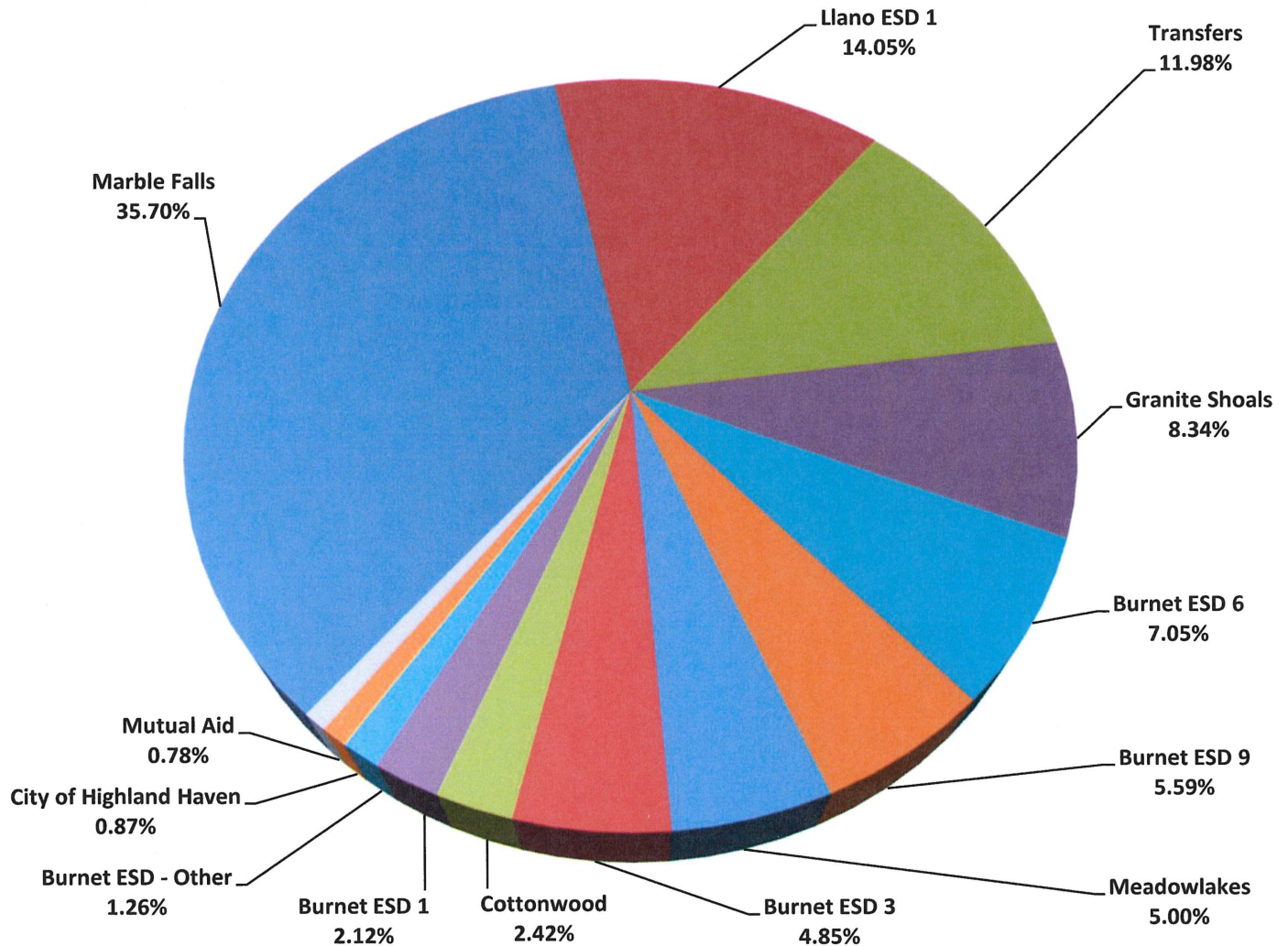
Call Volume Location

FY - 2024

Marble Falls	1934	35.70%
Llano ESD 1	761	14.05%
Transfers	649	11.98%
Granite Shoals	452	8.34%
Burnet ESD 6	382	7.05%
Burnet ESD 9	303	5.59%
Meadowlakes	271	5.00%
Burnet ESD 3	263	4.85%
Cottonwood	131	2.42%
Burnet ESD 1	115	2.12%
Burnet ESD - Other	68	1.26%
City of Highland Haven	47	0.87%
Mutual Aid	42	0.78%
Total	5418	100.00%

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

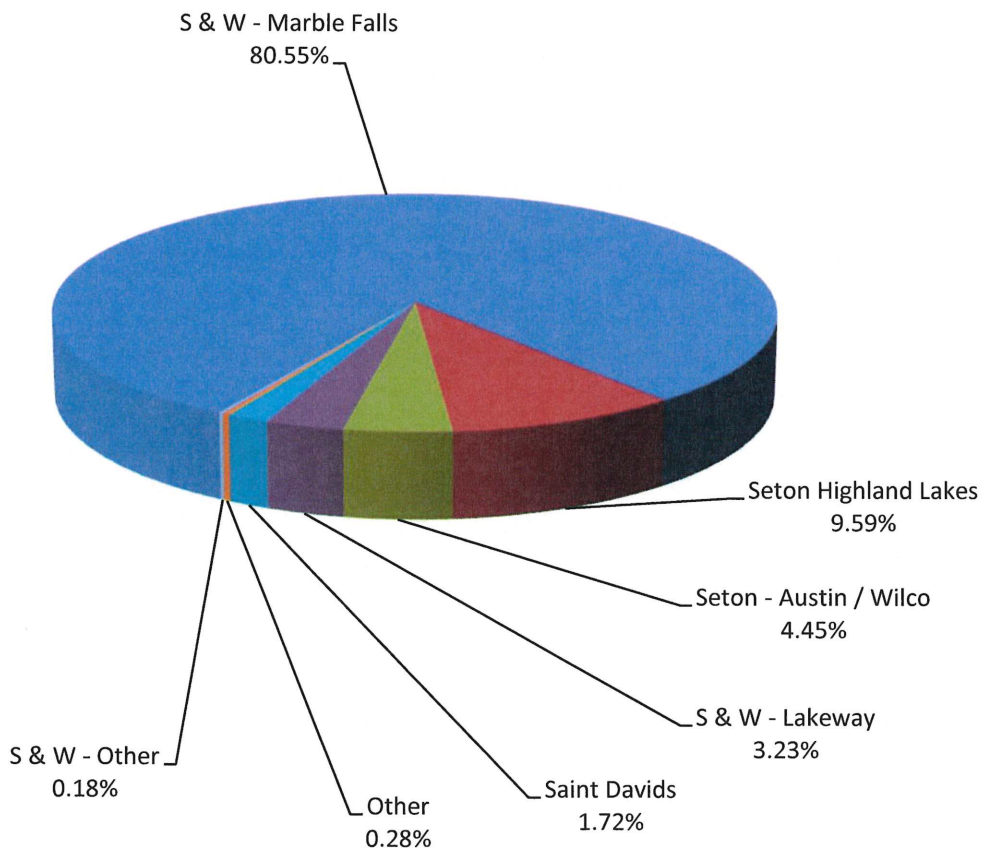
October 2023 - September 2024



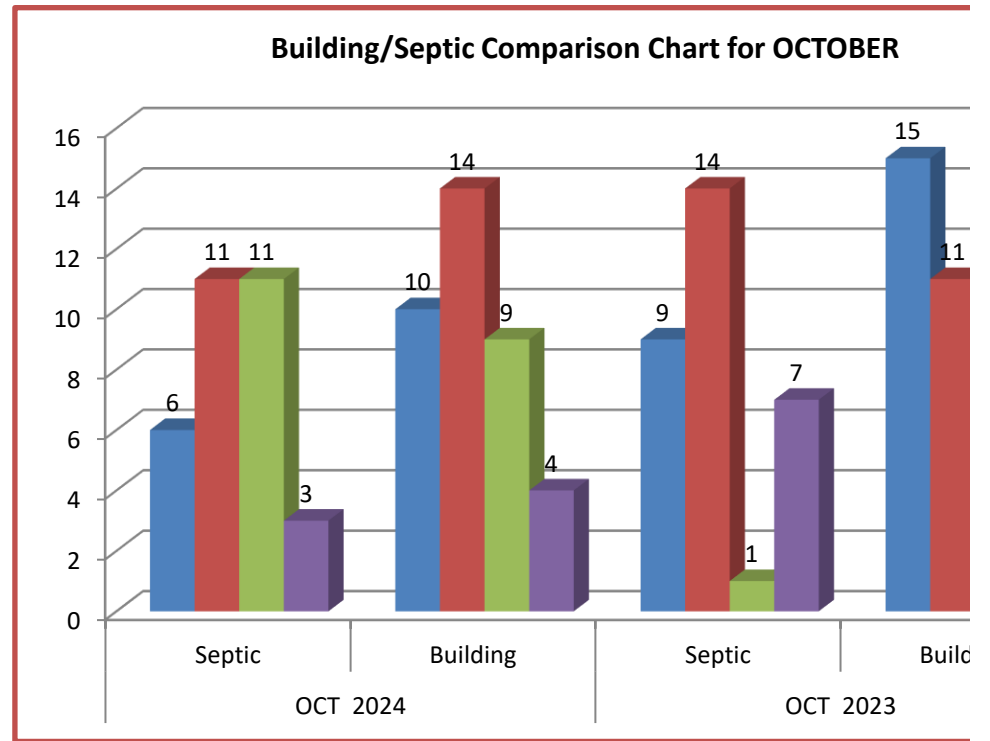
MARBLE FALLS AREA EMS
911 Patient Destinations
FY-2024

S & W - Marble Falls	2622	80.55%
Seton Highland Lakes	312	9.59%
Seton - Austin / Wilco	145	4.45%
S & W - Lakeway	105	3.23%
Saint Davids	56	1.72%
Other	9	0.28%
S & W - Other	6	0.18%
Total	3255	100.00%

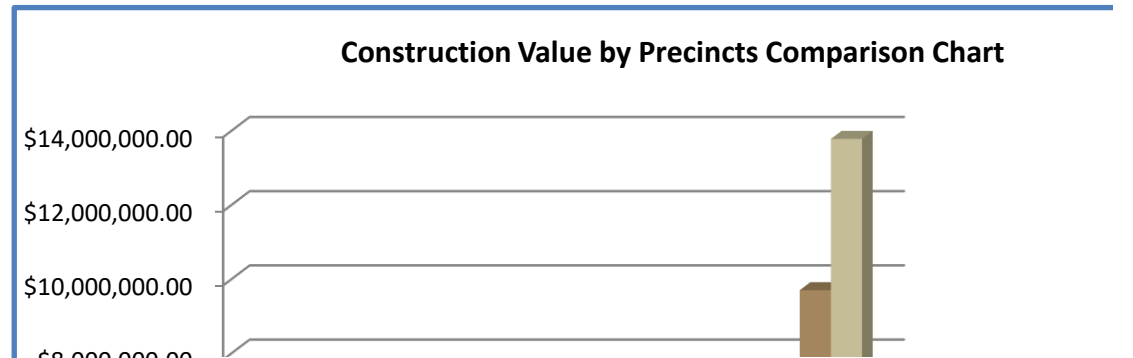
October 2023 - September 2024

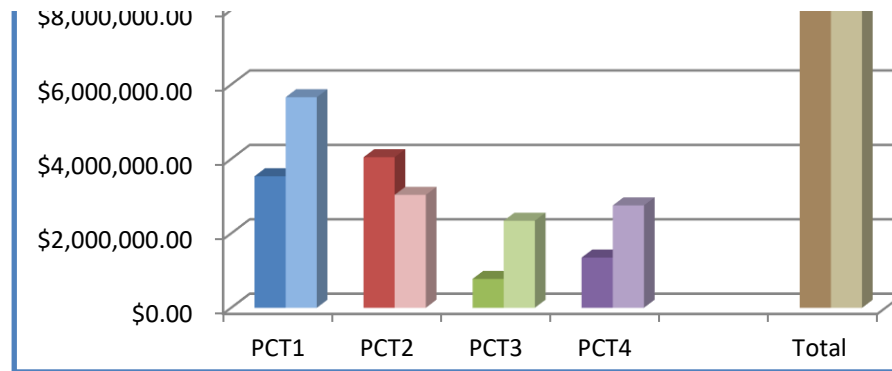


	OCT 2024		OCT 2023	
	Septic	Building	Septic	Building
PCT1	6	10	9	15
PCT2	11	14	14	11
PCT3	11	9	1	4
PCT4	3	4	7	9
TOTAL	31	37	31	39

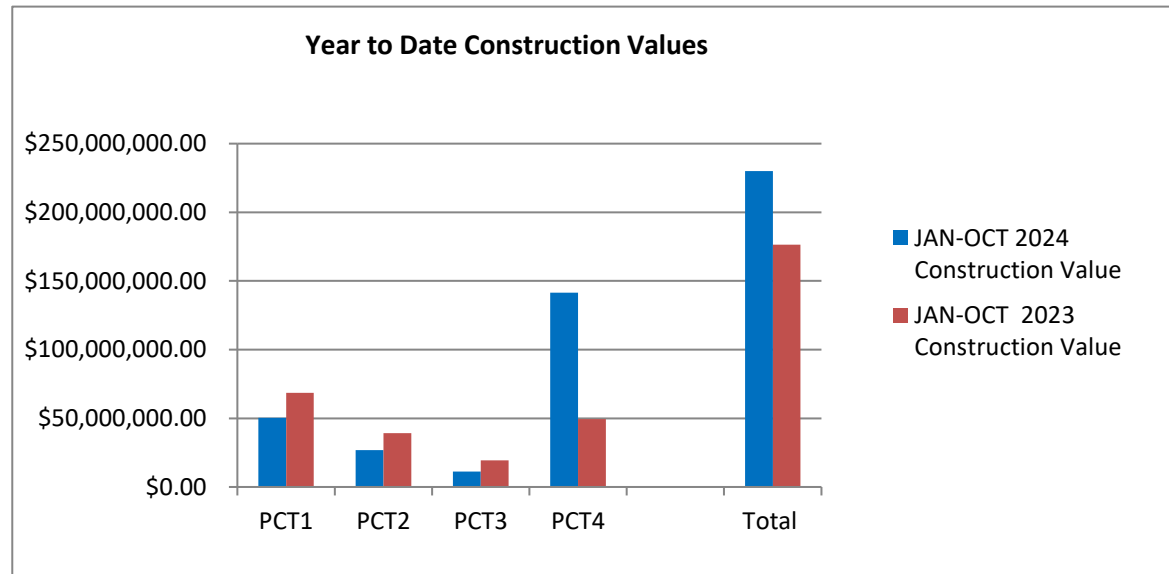


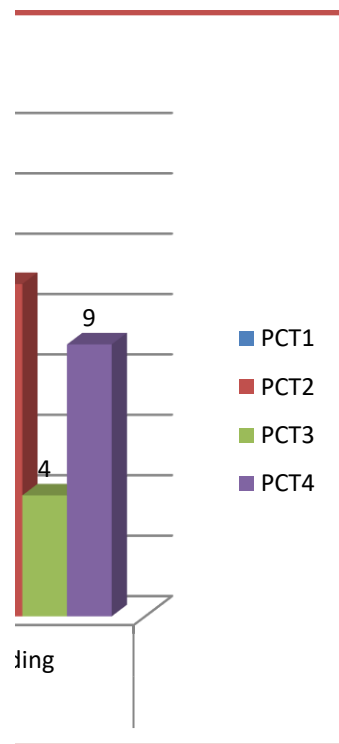
	OCT 2024	OCT 2023	
2024	Construction Value	Construction Value	2023
PCT1	\$3,535,573.00	\$5,659,750.00	PCT 1
PCT2	\$4,047,336.00	\$3,035,235.00	PCT 2
PCT3	\$776,500.00	\$2,340,000.00	PCT 3
PCT4	\$1,350,000.00	\$2,752,397.00	PCT 4
Total	\$ 9,709,409.00	\$ 13,787,382.00	

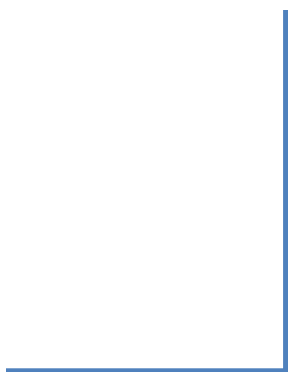


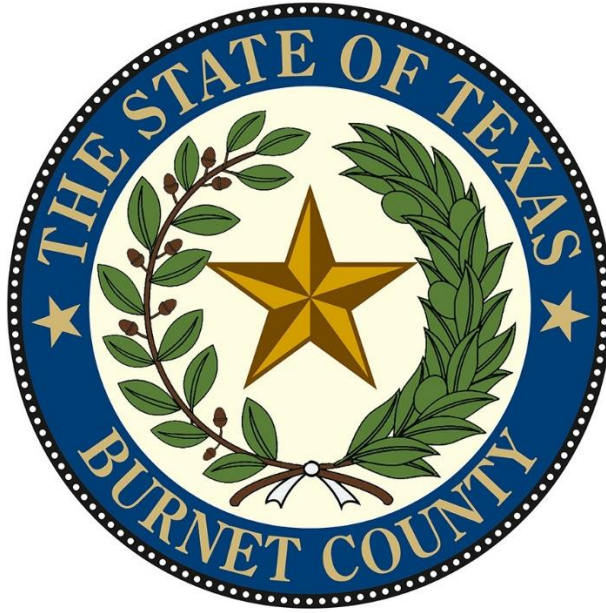


	JAN-OCT 2024	JAN-OCT 2023
	Construction Value	Construction Value
PCT1	\$50,393,621.00	\$68,536,539.00
PCT2	\$26,760,177.00	\$39,099,239.00
PCT3	\$11,341,262.00	\$19,350,102.00
PCT4	\$141,420,000.00	\$49,379,808.00
Total	\$ 229,915,060.00	\$ 176,365,688.00









BURNET COUNTY
PERSONNEL POLICIES & EMPLOYEE HANDBOOK

Last Amended

10/08/2024

NOTICE TO EMPLOYEES

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

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

EQUAL OPPORTUNITY EMPLOYER

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

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

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1.00 – INTRODUCTION

1.01 AUTHORITY

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

1.02 PURPOSE

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

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

1.03 APPLICABILITY OF PERSONNEL POLICIES

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

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

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

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

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

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

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

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33rd and 424th Judicial District Court:

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

1.04 DISSEMINATION OF PERSONNEL POLICIES

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

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

1.05 COMMUNICATION

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

2.00 – EMPLOYEE RESPONSIBILITIES

2.01 GENERAL

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

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

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

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

2.02 TIMELINESS

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

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

2.03 GIFTS

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

2.04 CONFLICT OF INTEREST

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

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2.05 POLITICAL ACTIVITY

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

2.06 WORKING HOURS

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

2.07 OVERTIME WORK

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

2.08 WORK BREAKS

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

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

2.09 PROOF OF AUTOMOBILE LIABILITY INSURANCE

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

2.10 DRUG AND ALCOHOL POLICY: DRUG FREE WORKPLACE REQUIREMENTS
PURPOSE

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

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APPLICABILITY

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

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

POLICY

The following shall be a violation of this policy:

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

DEFINITIONS

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

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

TYPES OF DRUG AND ALCOHOL TESTING

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

REFUSAL TO BE TESTED

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

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POLICY VIOLATIONS

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

PRESCRIPTION DRUGS

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

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

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

TREATMENT

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

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

RESERVATION OF RIGHTS

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

2.11 HARASSMENT POLICY

A. General Harassment

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

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

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

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

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

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

B. SEXUAL HARASSMENT

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

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

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

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

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

Every reported complaint will be investigated promptly and thoroughly.

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

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

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

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

2.12 HIV/AIDS WORKPLACE POLICY

A. POLICY

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

B. PROCEDURES

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

3.00 – EMPLOYEE COMPENSATION AND ADVANCEMENT

3.01 CATEGORIES OF EMPLOYMENT

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

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

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

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

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

3.02 WORKDAY/WORKWEEK

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

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

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

3.03 PAYDAYS

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

3.04 CLASSIFICATION AND COMPENSATION PLAN

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

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3.05 PERFORMANCE EVALUATIONS

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

3.06 TIMEKEEPING

Time Sheet:

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

Electronic Time Clock:

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

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

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

3.07 OVERTIME COMPENSATION

Overtime compensation is due to employees as follows:

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

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

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

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

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

3.08 LONGEVITY PAY

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

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

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

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

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

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

3.09 HOLIDAY PAY

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

3.10 PROMOTIONS

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

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

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

3.11 LATERAL TRANSFERS

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

3.12 DEMOTIONS

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

3.13 PAY REDUCTION FOR DISCIPLINARY REASONS

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

3.14 APPROVING AUTHORITY

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

3.15 GRANT FUNDED POSITIONS

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

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

3.16 EFFECTIVE DATE OF PAY RATE CHANGES

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

4.00 – BENEFITS

4.01 MEDICAL AND LIFE INSURANCE

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

4.02 SOCIAL SECURITY & MEDICARE TAX

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

4.03 RETIREMENT

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

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

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

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

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

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

4.04 WORKERS COMPENSATION

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

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

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

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

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

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

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

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

4.05 UNEMPLOYMENT INSURANCE

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

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4.06 COBRA

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

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

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

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

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

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

The coverage cannot be continued beyond the following dates:

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

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

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

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4.07 DEFERRED COMPENSATION

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

4.08 PUBLIC EMPLOYEES CREDIT UNION

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

5.00 – ABSENCES AND LEAVES

5.01 DEFINITIONS

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

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

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

5.02 VACATION LEAVE

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

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

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

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

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

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

5.03 SICK LEAVE

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

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

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

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

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

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

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

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

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

5.04 MILITARY LEAVE

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

5.05 CIVIL LEAVE

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

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5.06 LEAVE OF ABSENCE

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

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

A leave of absence is appropriate for the following reasons:

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

5.07 EXTENDED LEAVE FOR ILLNESS OR TEMPORARY DISABILITY

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

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

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

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

5.08 USING LEAVE IN COMBINATION

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

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

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5.09 EMERGENCY LEAVE

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

Emergency leave limitations (per occurrence):

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

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

5.10 PERSONAL LEAVE

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

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

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

5.11 HOLIDAYS

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

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

5.12 BAD WEATHER DAYS

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

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

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

5.13 SICK LEAVE POOL

GENERAL

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

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

Examples of Catastrophic Illness/Injury

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

Examples of Illness/Injury Not Normally Considered Catastrophic

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

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

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

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

CONTRIBUTING SICK LEAVE TO THE POOL

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

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

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

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REQUESTING TO USE SICK LEAVE FROM THE POOL

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

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

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

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

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

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

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

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

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

An employee on pool leave does not accrue paid leave.

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

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

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

ELIGIBILITY

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

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

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QUALIFYING EVENTS

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

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

SERIOUS HEALTH CONDITION

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

CONTINUING TREATMENT

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

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

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

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QUALIFYING EMERGENCY LEAVE

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

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

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LEAVE AMOUNT

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

PAID AND UNPAID

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

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

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

INSURANCE

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

INTERMITTENT LEAVE AND REDUCED SCHEDULE

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

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CERTIFICATION REQUIREMENTS

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

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

REQUESTING LEAVE

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

REINSTATEMENT

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

REPAYMENT OF PREMIUMS

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

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OTHER BENEFITS

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

OTHER ISSUES

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

5.15 PAID QUARANTINE LEAVE FOR PEACE OFFICERS AND DETENTION OFFICERS

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

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

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

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

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

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

Off duty exposures will not be covered under this policy.

6.00 – HEALTH AND SAFETY

6.01 GENERAL SAFETY RULES

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

6.02 CLOTHING AND SAFE DRESS

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

6.03 LIFTING AND MANUAL MATERIAL SAFETY HANDLING

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

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

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6.04 EMERGENCY RESPONSE

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

6.05 PERSONNEL INJURIES

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

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

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

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

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

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

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

6.06 FIRE EMERGENCIES

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

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

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6.07 HAZARDOUS MATERIAL INCIDENT

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

6.08 DUTIES OF EMPLOYEES

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

6.09 MATERIAL STORAGE

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

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6.10 LIGHTING

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

6.11 WEATHER

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

6.12 RULES OF SAFETY

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

A. Office Safety

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

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

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

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

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

6.13 FIRE PREVENTION

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

6.14 REASON FOR RULES

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

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6.15 SEAT BELT POLICY

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

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

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

6.16 TOBACCO FREE WORKPLACE

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

7.00 – USE OF COUNTY PROPERTY

7.01 GENERAL POLICY

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

7.02 USE OF TOOLS, EQUIPMENT, PROPERTY AND VEHICLES

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

All county property shall be returned upon termination of employment.

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

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

7.03 VALID DRIVER'S LICENSE

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

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

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

7.04 ACCIDENT REPORTING

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

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

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

7.05 COUNTY TELEPHONES

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

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

7.06 COUNTY VEHICLE USAGES – GENERAL GUIDELINES

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

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

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

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

A. Personal Use

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

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

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

7.07 UNIFORM POLICY

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

7.08 USE OF COUNTY CASH FUND

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

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

7.09 USE OF SIGNATURE STAMP

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

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

8.00 – DISCIPLINE

8.01 DISCIPLINE

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

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

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

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

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

9.00 – SEPARATIONS

9.01 RESIGNATION

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

9.02 RETIREMENT

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

9.03 REDUCTION IN FORCE

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

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

9.04 TERMINATION

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

9.05 DISABILITY

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

9.06 DEATH

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

9.07 TERMINATION PAY

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

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

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

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

9.08 EXIT INTERVIEW

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

10.00 – PERSONNEL FILES

10.01 GENERAL

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

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

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

10.02 LEAVE RECORDS

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

11.00 – TRAVEL EXPENSES

11.01 ELIGIBILITY

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

11.02 TRANSPORTATION COST

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

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

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

11.03 LODGING COST

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

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

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

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

11.04 MEALS

Employees or elected officials traveling outside the county may receive a per diem not to exceed \$63.00 per day for meals, providing they are traveling overnight on official business.

Any amount in excess of the IRS per diem rate will be considered a taxable fringe benefit. Breakfast will be paid for if you travel before 6:30 a.m. Lunch will be paid for if you travel before 10:30 a.m. Dinner will be paid for if you travel after 7:00 p.m. Amounts for each meal would be as follows: Breakfast - \$16.00, Lunch - \$19.00, and Evening - \$28.00.

The employee has the option of presenting receipts not to exceed \$63.00.

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Employees that travel without an overnight stay must present receipts for reimbursement to be reimbursed on the employee's next paycheck. Amounts for each meal are as follows: breakfast may be reimbursed at \$16.00, lunch at \$19.00, and dinner at \$28.00. These meals are taxable as wages to the employee because travel must be away from home overnight to be excludable.

Burnet County will not reimburse for the following items:

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

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

11.05 INCIDENTAL EXPENSES

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

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

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

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

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

11.06 EXPENSE REPORT

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

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11.07 TRAVEL EXPENSE ADVANCES

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

11.08 OUT-OF-STATE TRAVEL

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

11.09 NON-TRAVEL MEALS

This policy provides guidelines to departments concerning when non-travel meals, refreshments and related expenses may be paid for from County funds.

Generally, meals provided to employees are considered taxable wages that must be reported on form W-2, subject to Federal income tax withholding, social security and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC), IRC §61. § 3121, § 3401.

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically-either as advances or reimbursements-for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. IRC § 62(c); Reg §1.62-2©; Reg§1.274-5T.

Adequate accounting per IRS publication 5137 states, "The employee must verify the date, time, place, amount and business purpose of expenses. Receipts are required unless the reimbursement is made using per diem rates (per diem rates are only available for certain expenses). Treas. Reg. 1.62-2(e), IRC Section 274(d) and Revenue Procedure (Rev. Proc.) 2011-47"

Government Code §611.001 Employees may be reimbursed with public funds for meal expenses only to the extent the expenses are reasonable and necessary and serve a public purpose.

The Burnet County Commissioners' Court authorizes reimbursement for non-travel expenditures of food or refreshments as allowed by law for the following:

- Jurors (Code of Criminal Procedure Art. 104.001)
- Prisoners (Code of Criminal Procedure Art. 104.002)
- AgriLife Extension (Agriculture code §43.033)
- Annual County-wide events approved by the Commissioner's Court such as: the HHW event, the annual county-wide employee appreciation banquet and county-wide healthy county events.
- Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. Such as employees performing road work or outdoor maintenance work.

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Reimbursement for all other non-travel meals paid for with county funds must be approved by the Commissioners' Court. County credit cards may not be used for meal expenditures not listed in this policy without prior approval from the Commissions' Court. Approved CC 1/9/23

12.00 – INTERNET, EMAIL

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

12.01 PROPERTY

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

12.02 PERSONAL USE AND PRIVACY ISSUES

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

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

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

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

12.03 PUBLIC RECORDS

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

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

12.04 NETWORK ACCESS AND TECHNICAL SUPPORT

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

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

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

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

12.05 BANDWIDTH USAGE

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

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

12.06 NETWORK AND WORKSTATION MONITORING

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

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

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

12.07 ACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES:

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

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

12.08 UNACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES

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

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

12.09 DOWNLOADING INFORMATION/COPYRIGHT

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

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

12.10 DOCUMENT RETENTION

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

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

Administrative Correspondence – 3 years

General Correspondence – 1 year

Transitory Information – After purpose of record has been fulfilled.

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

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

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

12.11 PASSWORD

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

12.12 VIOLATIONS OF TECHNOLOGY POLICY

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

12.13 EQUIPMENT SPECIFICATIONS AND MINIMUM SYSTEM CONFIGURATION

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

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

12.14 REQUESTS FOR TECHNICAL SERVICE

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

12.15 REMOTE ACCESS TO COUNTY DATA

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

12.16 COUNTY AND DEPARTMENT WEBSITES

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

12.17 COURTS AND JUSTICE MANAGEMENT

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

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

The following are the statutory custodians of county records:

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

12.18 STATE MANDATED ANNUAL CYBERSECURITY TRAINING

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

12.19 SOCIAL MEDIA DEVICES AND SERVICES PROHIBITED ON COUNTY DEVICES

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

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

13.00 – BURNET COUNTY FRAUD POLICY

13.01 BACKGROUND

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

13.02 SCOPE OF POLICY

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

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

13.03 POLICY

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

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

13.04 ACTIONS CONSTITUTING FRAUD

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

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

13.05 OTHER INAPPROPRIATE CONDUCT

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

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

13.06 INVESTIGATION RESPONSIBILITIES

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

13.07 CONFIDENTIALITY

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

13.08 AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the Investigation Unit will have:

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

13.09 REPORTING PROCEDURES

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

The reporting individual should be informed of the following:

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

13.10 TERMINATION

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

13.11 ADMINISTRATION

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

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT A: HARASSMENT REPORT COMPLAINT FORM

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

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

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

COMPLAINANTS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

ALLEGED HARASSERS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

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

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

Has the harassment ever happened before? _____

If so, when? _____

Where? _____

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

Describe the effects of the harassment. _____

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

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT B: ALOCHOL AND DRUG TESTING FOR REASONABLE CAUSE

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

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

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

EMPLOYEE'S NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

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

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

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

Employee's Signature

Date

Supervisor's Signature if employee refuses to sign

Date

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT C: BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES

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

11/16/2018
1:31:44 PM

Select Company Burnet County Texas 1

ID Number

CLOCK IN **CLOCK OUT**

LEAVE ON BREAK RETURN FROM BREAK

LOG ON TO DASHBOARD

TO CLOCK IN AND OUT

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

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

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

22.

Meeting Date: 11/12/2024

Subject

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

- a. Revisions made to the On-Site Dental Contract with Austin Dental Cares for Burnet County Jail Facility Inmates
 - b. Approval to accept the replacement of the new hire application software with Applicant Pro
 - c. Approval of the FY 25 Interlocal Agreement and adoption of the order with the City of Meadowlakes
 - d. Approval to accept the Burnet County Courthouse Metal Detectors and Panic Button Project for the FY25 Criminal Justice Grant Program from the Office of the Governor, Public Safety Office, Criminal Justice Division
 - e. Approval to accept the FY 2024 auditor engagement letter with Pattillo, Brown & Hill, L.L.P.
 - f. Approval and signature of the Architectural Services Contract with Burns Architecture, LLC for the Jail Attorney Rooms
 - g. Approval to accept the Axon Enterprise, Inc. quote for ten (10) tasers for the Sheriff's office
 - h. Approval of the Burnet County Event Sponsorship application for Christmas on the Square
 - i. Approval of the Burnet County Event Sponsorship application for Bertram Country Christmas
 - j. Approval and sign the application for eligibility form for the Texas Federal Surplus property program
 - k. Interlocal with the City of Burnet for library services
-

Attachments

On-site dental contract
applicant pro
Interlocal agreement with City of Meadowlakes
Interlocal Order with City of Meadowlakes
County Audit engagement letter
Architectural Svcs Contract
Axon Enterprise quote
Christmas on the square app
Christmas on the square app choices
Bertram Country Christmas
Texas federal surplus app

BETWEEN

Burnet County

AND

Nikki T. Tran, DMD, PLLC d/b/a Austin Dental Cares

FOR

ON-SITE DENTAL SERVICES

At the Burnet County Jail Facility

STATE OF TEXAS 5
 5
COUNTY OF Burnet 5

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

This Agreement is entered into by the following Parties: Burnet County, a corporate and political subdivision of the State of Texas, ("County") and Nikki T. Tran, DMD, PLLC d/b/a Austin Dental Cares, ("Austin Dental Cares" of "Contractor").

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

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

NOW, THEREFORE, County and Contractor agree as follows:

 DEFINITIONS

In this Agreement,

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

● EMPLOYMENT OF CONTRACTOR

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

● TERM

- Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all Parties and shall continue through September 30, 2025, unless sooner terminated as provided herein.
- Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall automatically renew October 1, hereafter for four (4) consecutive twelve (12) month terms ending on September 30, 2029, unless sooner terminated by either Party as provided herein.

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

CONTRACTOR'S RESPONSIBILITIES

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

- **Compliance with Regulations:** Contractor shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.18, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Sanctions for Noncompliance:** If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose sanctions including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
 - **Incorporation of Provisions:** Contractor shall include the provisions of section 4.5 (regarding nondiscrimination) and 7.3 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.
- **List of Pertinent Nondiscrimination Authorities:** During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:
- **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 5 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.**

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 5 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. S 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 5 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 5 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. 5 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 55 1213112189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 5 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI,
 - you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

- **Verification of Non-Discrimination Against Specified Entities.** In compliance with Texas Government Code, chapter 2271 and relevant sections of chapter 2274, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:
 - a. Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;
 - b. Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and
 - c. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.
- **Legal Compliance.** Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- **Insurance Requirements.** Contractor shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated by reference and made a part of this Agreement.
- **Federal Funds.** Contractor warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- **Communications.** Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to these requests. However, Director shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.
- Contractor expressly acknowledges that, in entering into this Agreement, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications, and that any other person must be approved by Commissioners Court before providing services under this Agreement. Contractor warrants that all work done will be done by the employees or

members of Contractor that are presented as performing the services in Contractor's scope of services.

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$25,000.00.

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

4.12 Disqualifying Criminal History.

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

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

Any employee, intern, volunteer, subcontractor, agent, and/or consultant of Contractor, or Contractor, whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Agreement.

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

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

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

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

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

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

COMPENSATION, BILLING AND PAYMENT

● **Fees.** For and in consideration of the satisfactory performance by Contractor of the services described in Attachment A, Scope of Services, and Contractor's compliance with the terms and conditions of this Agreement, County shall pay Contractor in accordance with the Medicare Fee Schedule here to as Attachment B and made a part hereof.

● **Not to exceed amount:** As Needed Basis

● **Additional Fees:** None

● **Satisfactory Completion of Services.** County shall not be responsible for the costs of any services under this Agreement that are not performed to County's reasonable satisfaction and given County's approval, which shall not be unreasonably withheld. County's obligation to make any payment to Contractor is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in Contractor's profession.

● **Timely Payment.** County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice by County

Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

- **Invoicing.** Contractor shall invoice County monthly for services performed pursuant to this Agreement. Contractor is an independent contractor and County shall not pay any customary Travis County benefits, including, but not limited to taxes, worker's compensation, health and retirement benefits, sick leave and vacation and holiday. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered.

- County shall pay by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Karin Smith
Burnet County Auditor

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

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

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

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

*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable

Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

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

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

Matt Kimbler
<mkimbler@burnetsheriff.com>

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

Burnet County Jail
Captain Burnet
County Jail
P.O. Box 1249
Burnet, TX 78611

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

Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in overpayment to Contractor. Such refund shall be made by Contractor to County within thirty (30) days after the refund is requested by County. If County enters into any subsequent Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.

Taxpayer Identification. Contractor shall provide County with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal

Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Contract funds are payable.

Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

Disbursements to Persons with Outstanding Debt.

In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

the County Treasurer notifies Contractor in writing that the debt is outstanding; and the debt is paid.

"Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under section 6.8.1.1 above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.

Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor twenty (20) days written notice that this Agreement is terminated due to the failure to fund it.

RECORDS CONFIDENTIALITY AND ACCESS

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

Records Maintenance. Contractor shall create, maintain, and retain, and shall make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of seven (7) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. Contractor shall provide copies of such records to County upon written request to Contractor at a cost mutually agreed to by County and Contractor.

Access to Records. Contractor further agrees that upon reasonable notice the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

Right to Contractual Material. County is entitled to copies of all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor, which will become the property of the County.

AMENDMENTS / MODIFICATIONS

General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

•

Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

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

OTHER PROVISIONS

INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT.

Copyrights, Patents & Licenses. Contractor represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR

DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.

Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Agreement, Contractor shall give written notice to County of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Contractor receives the notice of suspension, and the suspension Period will begin on this date. Performance may be reinstated, and this Agreement resumed in full force and effect within sixty (60) days of Contractor's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Contractor shall follow the procedures described below:

Upon receipt of a notice of suspension, Contractor shall, unless the notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension.

During the suspension period, Contractor may submit the above referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

Non-Waiver of Default.

No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

All rights of County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any

remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term. "Is doing business" and "has done business" means:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year; but does not include:
- (c) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or
- (e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not

know and is not in a position that he or she should have known about this Agreement.

Agreement.

Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.

Attachment A — Scope of Services
Attachment B — Fee Schedule
Attachment C — Insurance Requirements
Attachment D — Ethics Sworn Declaration including:
Exhibit 1 — List of Key Contracting Persons
Exhibit 2 — Disclosure Form
8.7.2.5 Attachment E— Business Associates Agreement

Notices:

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

County Address. The address of County for all purposes under this Agreement shall be:

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

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

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

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

Austin Dental Cares
1900 E Howard
Lane Building A
Suite 4

Pflugerville, Texas 78660

Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen (15) days of the change.

Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to Contractor within thirty days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to

the Director. This Notice of Appeal must be submitted within ten calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

Force Majeure. The parties acknowledge that this Agreement is being executed and will at least partially be performed during a Declared Disaster resulting from the COVID-19 pandemic and expressly acknowledge that they have taken the effects of this Declared Disaster into account in determining timelines and performance requirements stated in it and that this Declared Disaster may not be used to excuse performance under this Contract. Neither party is financially liable to the other for any delays failures in contract performance caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this Contract, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered breach of this Contract. These delays or failures to perform extend the period of performance for a period of time equal to the substance of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.

Independent Contractor. The Parties expressly acknowledge and agree that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations and

liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.

No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.

Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Law and Venue. All obligations under this Agreement shall be performable in Burnet County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Burnet, Burnet County.

Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

Binding Agreement. Notwithstanding any other provision of this Agreement shall be binding upon and inure to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor

may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other

Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Agreement and County is under no obligation to refer any case to Contractor for services under this Agreement.

Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:

Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.

Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Been suspended or debarred from federal or state procurement.

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

Interpretational Guidelines.

Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either singular or plural form shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.

Signatures. The person or persons manually or electronically signing this Agreement on behalf of the Contractor or representing themselves as signing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement. Manual signatures or electronic signatures, whether digital or encrypted, have the same force and effect.

DUPLICATE ORIGINALS

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

Austin Dental Cares

County of Burnet, Texas

Name:

Burnet County

Title:

Judge:

Date:

Date:

Approved as to Purchasing
Policies and Procedures by:

Burnet County Purchasing
Agent Karin Smith CPPB

Approved as to Legal Form by:

Burnet County Attorney

ATTACHMENT A
SCOPE OF SERVICES

• **Purpose**

For Nikki T. Tran, DMD, PLLC d/b/a Austin Dental Cares (Contractor) to provide incarcerated individuals in the Burnet County Jail on-site dental evaluations and recommend treatment services.

2. Service Type

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

3. Burnet County Jail Responsibilities

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

3.3 Provide appropriate security services during the performance of any dental services. This includes but is not limited to the presence of security at the worksite. In the event that the incarcerated individual is suspected of engaging in any violent criminal activity, the following actions will be taken:

- The individual shall be restrained by security personnel for the duration of their appointment to prevent harm, given the environment which includes the presence of sharp tools and other hazardous materials. The contractor reserves the right to cease work and leave the worksite if the safety of the contractor or others is at risk due to the individual's actions.

*Note — Burnet County Jail will provide Contractor with a dedicated room or location with adequate lighting to facilitate dental examinations/services.

Burnet County Jail will not provide Austin Dental Cares with any dental tooling or medications.

3.4

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

4. Contractor's Responsibilities

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

4.2

Shall inform the Burnet County Jail medical staff and/or Jail

4.3 Captain of any issues as they arise.

Must immediately alert Burnet County Jail medical staff and/or Jail

4.4 Captain upon becoming aware of any medical issue pertaining to any jail inmate.

4.5

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

4.6

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

4.7 the services.

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

4.8

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

5. Compliance with Laws, Regulations and Standards

All dental tooling must be counted with the Burnet County Jail staff

5.1 upon arrival and upon leaving the jail facility. Contractor may not start services until the initial count has been completed.

Contractor shall maintain current professional license as a dentist from the Texas State Board of Dental Examiners and a

5.2

working knowledge of the available courses of dental treatment.

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

6. Hours/Days of Service

TCJPD will contact the Contractor to schedule an appointment within five (5) days of requested Date of Service (DOS). Service days will be on weekdays between the hours of 11AM — 3PM, unless the Contractor receives notification of changes from Burnet County Jail staff. One (1) last minute appointment is allowed to be added onto the schedule with 24 (twenty-four) hours' notice to the Contractor.

7. Frequency of Services

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

8. Performance Measures

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

- Contractor is expected to arrive on time for all scheduled
- appointments.

Contractor shall be reviewed annually by the Burnet County Jail Captain.

Contractor shall immediately alert Burnet County Jail staff and medical staff upon becoming aware of any medical issue pertaining to a jail inmate.

ATTACHMENT B FEE SCHEDULE

The following are the basic services which may be billed:

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

To protect sensitive business information, the detailed fee schedule will not be attached to this document. If you have questions about the fees or a specific procedure, please note that a treatment plan with a comprehensive code breakdown will be provided upon request. This will be done following a proper oral examination to ensure accuracy and relevance of the information provided.

Austin Dental Cares Fee Schedule		
Code	Description	Cost
D0120	Periodic Oral Evaluation	\$ 65.55
D0140	Limited Oral Evaluation	\$ 101.00
D0150	Comprehensive Oral Evaluation	\$ 125.00
D0210	Intraoral- Complete Series of Radiographic Images	\$ 176.00
D0220	Intraoral- periapical first radiographic image	\$ 38.95
D0230	Intraoral- periapical each additional radiographic image	\$ 33.25
D0270	Bitewing- single radiographic image	\$ 41.00
D0272	Bitewings- two radiographic images	\$ 63.00
D0274	Bitewings- four radiographic images	\$ 89.00
D1206	Topical application of fluoride- adult	\$ 54.00
D1110	Prophylaxis- adult	\$ 125.00
D4346	Scaling in presence of generalized moderate or severe gingival inflammation	\$ 202.00
D6081	Scaling and debridement in the presence of inflammation or muscotis of a single implant, including cleaning of the implant surface, without flap entry and closure	\$ 89.30
D2330	Resin-based composite- one surface, anterior	\$ 227.00
D2331	Resin-based composite- two surfaces, anterior	\$ 280.00
D2332	Resin-based composite- three surfaces, anterior	\$ 334.00
D2335	Resin-based composite- four or more surfaces or involving incisal angle (anterior)	\$ 439.00
D2391	Resin-based composite- one surface, posterior	\$ 241.00
D2392	Resin-based composite- two surfaces, posterior	\$ 314.00
D2393	Resin-based composite- three surfaces, posterior	\$ 420.00
D2394	Resin-based composite- four or more surfaces, posterior	\$ 496.00
D2950	Core buildup, including any pins when required	\$ 374.00
D4341	Periodontal scaling and root planning- four or more teeth per quadrant	\$ 354.00
D4342	Periodontal scaling and root planning- one to three teeth per quadrant	\$ 256.15
D4355	Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit	\$ 234.65
D2750	Crown- porcelain fused to high noble metal	\$ 1,604.00
D7140	Extraction, erupted tooth or exposed root	\$ 266.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$ 384.00

D7220	Removal of impacted tooth- soft tissue	\$ 434.00
D7230	Removal of impacted tooth- partially bony	\$ 542.00
D7240	Removal of impacted tooth- completely bony	\$ 669.00
D7510	Incision and drainage of abscess- intraoral soft tissue	\$ 189.00

ATTACHMENT C INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows: • General Requirements Applicable to All Contractors' Insurance

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

- The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Burnet County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Burnet County contract number and att endorsements by number.
- Insurance required under this Contract which names Burnet County as Additional Insured shall be considered primary for all claims.
- Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

- Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

- Specific Requirements

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

Workers' Compensation and Employers' Liability Insurance

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

Employers' Liability limits are:

\$500,000 bodily injury each accident

\$500,000 bodily injury by disease

\$500,000 policy limit

- ' Policies under this Section shall •apply to State of Texas and include the following endorsements in favor of Burnet County:

Waiver of Subrogation

Thirty (30) day Notice of Cancellation

Commercial General Liability Insurance

Minimum limit: \$500,000 per occurrence for coverage A and B with a \$1,000,000 policy aggregate

The Policy shall contain or be endorsed as follows:

- Blanket contractual liability for this Contract

Independent Contractor Coverage

The Policy shall also include the following endorsements in favor of Burnet County:

Waiver of Subrogation

Thirty (30) day Notice of Cancellation

Burnet County named as additional insured upon written request of client

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

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

Business Automobile Liability Insurance

- If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence

Policy shall also include the following endorsements in favor of Burnet County:

Waiver of Subrogation

Thirty (30) day Notice of Cancellation

Travis County named as additional insured

Professional Liability and/or E & O Insurance

Minimum Limit: \$1,000,000 per Occurrence

If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

Additional insured status for Burnet County is not required

ATTACHMENT D

Name: _____

Title _____

Date: _____

Business Name of Contractor: _____

County of Contractor: _____

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

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

Signature of Declarant

Typed or printed name of
Declarant

EXHIBIT 2, ATTACHMENT D

DISCLOSURE

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

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

ATTACHMENT E
BUSINESS ASSOCIATES AGREEMENT

This Business Associate Agreement is made as of ("Effective Date"), by and between County of Burnet (the "Covered Entity") and Nikki T. Tran, DMD, PLLC d/b/a Austin Dental Cares. ("Contractor" or "Business Associate"). Covered Entity and Contractor may be referred to individually as a "party" or collectively as the "parties."

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

● **Obligations**

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

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

To the extent that Business Associate uses, discloses, maintains, or transmits protected health information ("PHI") that concerns alcohol and substance abuse treatment, Business Associate acknowledges and agrees that: ● such information is protected by 42 C.F.R. Part 2 ("Part 2"), and Business Associate is bound by these regulations;

● Part 2 prohibits Business Associate from further disclosing such information unless disclosure is authorized by Part 2, Subparts D or E, or Business Associate obtains the written consent of the individual whose PHI is to be further disclosed; and

● if necessary, Business Associate will resist any effort to obtain access to such information by initiating judicial proceedings against the person or entity attempting to gain access in contravention of Part 2.

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

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

● employ appropriate administrative and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Business Associate Agreement. These safeguards will include, without limitation: ● implementing written policies and procedures in compliance with HIPAA, HITECH, and the Privacy and Security Rule; performing a security risk assessment; and

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

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

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

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

- Business Associate agrees that it will:
 - use or disclose PHI only in connection with fulfilling its duties and obligations under this Business Associate Agreement and the Service Agreement;
 - not use or disclose PHI other than as permitted by Section 2 of this Business Associate Agreement or as required by Section 1.3.3 of this Agreement; and
 - not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.
- Business Associate may disclose PHI that is not protected by Part 2 to Subcontractors as necessary to perform its obligations under the Service Agreement and as permitted or required by applicable federal or state law.
 - Under no circumstances will Business Associate:
 - sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153;
 - use or further disclose genetic information for underwriting purposes;
 - attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action would be permitted if performed by the Covered Entity; or
 - use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152. Before Business Associate can sell, use, or disclose PHI for marketing purposes, Business Associate must first obtain Covered Entity's written consent.
- Support Covered Entity in Fulfilling its Obligations. If the Business Associate maintains a Designated Record Set (as defined in 45 C.F.R. 164.501), Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 C.F.R. Sections 164.524, 164.526, and 164.528. To the extent that Business Associate is asked to carry out Covered Entity's obligations under these sections, Business Associate will comply with the requirements that apply to Covered Entity in the performance of such obligations.
 - Requests for Access (45 C.F.R. 164.524)
 - Business Associate will provide Covered Entity with any PHI subject to an individual's request for access within three (3) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the PHI subject to the request will be forwarded in electronic form.
 - In the event any individual requests access to PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity,

Business Associate will indicate in the Designated Record Set, any material it deems unavailable to the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination as to the availability of the requested material.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Enter into Business Associate Agreements with Subcontractors.

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

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

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

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

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

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

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

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

The provisions of this Section 1.3 will survive the termination of this Business Associate Agreement

Obligations of Covered Entity.

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

- Restrictions on the use and Disclosure of PHI

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

Improper Uses and Disclosures.

- Neither Business Associate nor its directors, officers, employees, Subcontractors, or agents will disclose PHI to any person other than a member of their respective

workforces, unless disclosure is required by law or authorized by the person whose PHI is to be disclosed.

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

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

- notify Covered Entity within the timeframe described in Section
 - upon Covered Entity's direction, take steps to mitigate any harmful effect that is known to Business Associate and is the result of such improper use or disclosure, and
 - indemnify Covered Entity pursuant to Section 7 of this Business Associate Agreement.

Minimum Necessary.

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

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

- the information making up a Limited Data Set (as defined in 45 C.F.R. 164.514); or
 - the minimum PHI necessary to accomplish the intended purpose of the use or disclosure.
- Reporting of Breaches, Security Incidents, and Improper Disclosures

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

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

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

Breach Reporting.

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

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

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

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

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

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

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

● a description of the Business Associate's response to the Breach, if any (i.e., what the Business Associate has done to investigate the Breach and to protect against future Breaches); and any other reasonable information requested by Covered Entity.

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

● inform Covered Entity of any new information learned by Business Associate regarding the Breach; assist Covered Entity in:

● conducting a risk assessment of the Breach; ● providing notice of the Breach as required by the Privacy and Security Rule;

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

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

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

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

• Equitable Remedies

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

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

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

• Term and Termination

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

Termination for Material Breach.

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

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

• knows of a pattern of activity or practice of a Subcontractor that

constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, unless the Business Associate takes reasonable steps to cure the breaches or end the violation, as applicable; impermissibly uses or discloses PHI;

- fails to provide Covered Entity with timely and accurate Breach notification;

- fails to provide timely access, either to Covered Entity, a requesting individual, or the requesting individual's designee, to a copy of PHI; fails to provide a timely and accurate accounting; ● fails to timely disclose PHI where required by the Secretary;

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

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

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

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

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

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

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

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

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

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

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

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

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

● Indemnification Business Associate will indemnify, defend and hold harmless Covered Entity and its directors, officers, employees, affiliates, agents, and representatives from and against any and all actions, claims, costs (including court costs and attorneys' fees), demands, suits, penalties, proceedings, losses and liabilities of any kind, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, employees, affiliates, agents, Subcontractors, and representatives in connection with Business Associate's performance under this Business Associate Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Business Associate or Service Agreement. The indemnification provisions of this Section 6 will survive the termination of this Business Associate Agreement and will apply when actions, claims, demands, or proceedings are brought by a third party or when Business Associate commits a material breach of this Agreement, as described in Section 5.2.1.

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

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

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

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

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

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

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

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

16. **Non-Waiver.** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant or condition of this Business Associate Agreement will be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant, or condition.

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

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

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

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

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

Nikki T. Tran, DMD, PLLC d/b/a Austin Dental Cares

Name: _____

Title: _____

Address: _____

COUNTY OF Burnet

Name: _____

Title: _____

Address: 220 South Pierce

Burnet, Texas 78611

Applicant **PRO**

Initial or Add-On Services Order Form

Date: 10/18/24

Initial Term: monthly

Account #

New Business

Section 1. Company Information

Company Information

Company Name: Burnet County, TX
Address: 220 South Pierce

Billing Contact Information

Name: Burnet County
Address: 220 South Pierce Burnet, Texas 78611
Email: sdenton@burnetcountytexas.org

Primary Contact Information

Name: Shelly Denton
Address: 220 South Pierce St. Burnet, TX 78611
Email: sdenton@burnetcountytexas.org



Total Employees/Tier
350



Go Live Date
11/12/24



Implementation Fee
0.00
(One-Time)



Total Monthly Rate
611.00

Offer shall expire and become void if not accepted by fully executing this form by:

Order Form and Add-on Services Agreement

Company hereby subscribes for the Services described herein below and agrees to pay the associated Fees for same, on the payment terms set forth in this Initial or Add-On Services Order Form ("Order Form"), and the Terms and Conditions referenced below (together, the "Agreement"). If any terms and conditions contained in this Order Form conflict with terms and conditions of any previously executed agreements regarding the same subject matter, the terms set forth in this Order Form shall supersede those conflicting terms. If this Order Form is entered into to add services to an existing account, the terms set forth in this Order Form shall apply as to the Services subscribed to herein, unless otherwise indicated in the Notes section hereof. **The Initial Term of the Agreement begins on the Effective Date (which shall serve as the Effective Date for all Documentation unless otherwise indicated in the Notes section herein). Billing begins on the Effective Date, regardless of whether or when Company begins using the Services.**

Billing Terms

Company hereby agrees to the billing terms associated with the product/service as described below:

- Applicant Tracking System, Assessments, Onboarding, and Recruitment Marketing require a 30 day notice to cancel services regardless of contract term length. Cancellations can be processed by contacting your account manager or emailing billing@applicantbilling.com
- RPO/RFS Services require a 7 day notice to cancel services prior to the start of the next subscription period. Cancellations can be processed by contacting your account manager or emailing billing@applicantbilling.com
- ApplicantPro does not issue refunds mid-subscription period or contract term. Any accounts in cancellation status will maintain access to the software or service until the end of the subscription or service period.
- Any requests for downgrade in services or features will require the same notification period and is subject to contract terms for eligibility and effective date.



Initial or Add-On Services Order Form

Date: 10/18/24

Initial Term: monthly

Account #

New Business

Company authorizes ApplicantPro to communicate directly with the Primary Contact about all aspects of the Services related to the items indicated herein. Company will indemnify, defend and hold harmless ApplicantPro and such other of ApplicantPro's directors, officers, employees, shareholders, members and Affiliates (as defined in the Terms and Conditions) from and against any Claims (as defined in the Terms and Conditions) arising out of or related to any Primary Contact's (or affiliated entities or individuals thereof) acts or omissions whatsoever related directly or indirectly to the Services.

Section 2. Summary of Service and Fees†

*Recurring Fees - Subscription

Item	Sub-Item	Billing Frequency	Rate
Standard Applicant Tracking		monthly	611
Total Recurring Fees			

** Company agrees to pay for subscription services in either monthly or annual payment frequencies. All payments for service are due on the subscription start date. Renewal invoices are generated 30 days in advance. All subscriptions automatically renew as month to month after initial contract terms. Company agrees to billing terms of service for notification of cancellation terms.*

One-Time Fees

Item	Quantity	Total
Total Implementation and One Time Fees		

Recurring Fees	
Total Monthly Rate	611.00

Applicant **PRO**

Initial or Add-On Services Order Form

Date: 10/18/24

Initial Term: monthly

Account #

New Business

NOTICE- Company may subscribe to Bundled Services containing features Company may choose to access, in whole or in part, on the Effective Date or later. If Applicable, features of Bundled Services are listed in the Notes section below, along with any associated fees. If Company wishes to activate access to features of Bundled Services later, Company should contact ApplicantPro at (888) 633-9269. Company understands that activation of such features may involve the fees listed in the Notes below or other additional fees. Activation will be followed by a confirmation to Company by ApplicantPro memorializing the activation and showing the fee changes. Company understands and agrees that activation of any Bundled Services features after the Effective Date shall be governed by this agreement.

Section 3. The Agreement, Terms and Conditions, Order Forms, and Other Documents

The Agreement between the Company and ApplicantPro (together the "Parties," and each individually a "Party") means the Terms and Conditions contained at <https://admin.applicantpro.com/core/whitelabel/terms-of-service> (as may be amended from time to time), together with any additional terms and conditions below and any attachments to this Order Form hereto.

ApplicantPro Contact Information

ApplicantPro Headquarters: 8610 S. Sandy Parkway #100, Sandy, UT 84070
 ApplicantPro Mailing Address: 299 S. Main Street Suite 1300 PMB 96259, Salt Lake City, UT 84111
 Support Contact: support@applicantpro.com
 Billing Contact: billing@applicantpro.com
 Phone: 888-633-9269

ApplicantPro Banking Information:

Lockbox Standard Mailing Address: ApplicantPro Holdings, P.O. Box 738599, Dallas, TX 75373-8599
 Overnight Mailing Address: JPMorgan Chase (TX1-0029), Attn: ApplicantPro Holdings #738599, 14800 Frye Road, 2nd Floor, Ft. Worth, TX 76155

For Wire Transfers:
 Bank Routing and Transit Number: 021000021
 SWIFT Code: CHASUS33
 City and State: New York, New York
 For ACH Transactions - Bank Routing Number: 072000326

Section 4. Notes

Applicant PRO

Initial or Add-On Services Order Form

Date: 10/18/24

Initial Term: monthly

Account #

New Business

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last Party to sign below.

ApplicantPro Account Executive

DocuSigned by:
Justin McGary 10/18/2024
Signed _____ Date _____
530FD42279024A0...

Justin McGary
Chief Sales Officer
justinmcgary@applicantpro.com

ApplicantPro
8610 S Sandy Parkway
Sandy, UT. 84070

Employer Authorization

Signed by:
Shelly Denton 10/29/2024
Signed _____ Date _____
23A4D0632EG843F...

Name: Shelly Denton
Title: Assistant Human Resources
Email: sdenton@burnetcountytexas.org

Company Name: Burnet County
Address: 220 South Pierce
Burnet Texas 78611

Our Customers Are Our Heroes.

At ApplicantPro, we care, we are passionate, and we work as a team to help our customers and each other every day, which means we are always accountable for your and our own success, and we thank you for this opportunity. I like to say that ApplicantPro is more than big enough to deliver for you as you grow, yet small enough and agile enough to be there for you whenever you need us. My contact details are listed below, and should you have any questions that I can assist with now as you look to make your decision, but more importantly, should you choose to honor ApplicantPro with your business, over the coming years, then please do not hesitate to call or email.



Sincerely,

Heidi Barnett

Heidi Barnett, CEO
888-633-9269 heidibarnett@applicantpro.com

The results are in! People love ApplicantPro.

The Salt Lake Tribune
Software Advice

INC 5000
MW / Utah One Hundred



Certificate Of Completion

Envelope Id: 2C0FCD3A7CBB43C4A4FF5CCC29B3F861

Status: Completed

Subject: Complete with Docusign: ApplicantPro Sales Contract

Date Sent: 10/18/24

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Maureen Valentine

AutoNav: Enabled

3688 E Campus Dr #150

Envelopeld Stamping: Enabled

Eagle Mountain, UT 84005

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

maureen@applicantpro.com

IP Address: 172.83.4.50

Record Tracking

Status: Original

Holder: Maureen Valentine

Location: DocuSign

10/18/2024 8:55:36 AM

maureen@applicantpro.com

Signer Events

Maureen Valentine

maureen@applicantpro.com

Burnet County, TX

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Justin McGary

justinmcgary@applicantpro.com

CSO

Eagle Mountain Chamber of Commerce

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Shelly Denton

sdenton@burnetcountytexas.org

Assistant Human Resources

Burnet County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 10/18/2024 9:28:21 AM
ID: 9c0ea160-7e64-4463-80fc-ebf27a9b87b6**Signature****Completed**

Using IP Address: 172.83.4.50

DocuSigned by:
Justin McGary
530FD42279024A8...Signature Adoption: Pre-selected Style
Using IP Address: 174.52.88.54
Signed using mobileSigned by:
Shelly Denton
23A4D0632EC843F...Signature Adoption: Pre-selected Style
Using IP Address: 192.208.58.34**Timestamp**

Sent: 10/18/2024 8:56:50 AM

Viewed: 10/18/2024 8:57:00 AM

Signed: 10/18/2024 9:00:39 AM

Sent: 10/18/2024 9:00:40 AM

Viewed: 10/18/2024 9:06:47 AM

Signed: 10/18/2024 9:06:53 AM

Sent: 10/18/2024 9:06:55 AM

Viewed: 10/18/2024 9:28:21 AM

Signed: 10/29/2024 2:51:08 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/18/2024 8:56:50 AM
Certified Delivered	Security Checked	10/18/2024 9:28:21 AM
Signing Complete	Security Checked	10/29/2024 2:51:08 PM
Completed	Security Checked	10/29/2024 2:51:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ApplicantPro (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ApplicantPro:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: shelleen@applicantpro.com

To advise ApplicantPro of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at shelleen@applicantpro.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ApplicantPro

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to shelleen@applicantpro.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ApplicantPro

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to shelleen@applicantpro.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ApplicantPro as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ApplicantPro during the course of your relationship with ApplicantPro.

Terms of Service

Below you will find ApplicantPro's terms and conditions and information about our cookie and privacy policies. We know we are giving you a great deal of information. ApplicantPro does this for one reason: we want you to have as much knowledge about what we do for you at ApplicantPro as is possible. We do not want you to wonder about any of our processes or procedures or guess as to what your interaction with ApplicantPro means. We want you to understand it, which is why we must explain it in detail. We urge you to read these terms or any section of interest to you. By using our sites, you are agreeing to proceed under these Terms of Service.

General Terms of Service

Last Updated: January 3, 2024

Introduction to ApplicantPro's Terms of Service

Each time you access or use ApplicantPro's online and/or mobile services and websites, including any ApplicantPro browser extension or plugin, regardless of where it is downloaded from (collectively, the "ApplicantPro Apps"), and any software, service, feature, product, program and element (including e-mail messages, notifications, and other messages) provided by or on behalf of ApplicantPro on or in connection with such services or websites (collectively, the "Site"), including any products, programs, and services described in these Terms of Service, (a) you represent that you have read and understand the [Privacy Policy](#), and (b) you are agreeing to the terms and conditions of these Terms of Service (the "Agreement") then in effect with the following entity or entities:

For Job Seekers:

- The Site is provided by ApplicantPro, 8610 S. Sandy Parkway, Sandy, UT 84070, USA

For Employers:

- The Site is provided by ApplicantPro, 8610 S. Sandy Parkway, Sandy, UT 84070, USA

Any references to "ApplicantPro" or "we" in this Agreement shall mean the applicable entity as set forth above.

The Site is made available for use only by individuals searching for employment openings, or services or information related to their personal employment or job search ("Job Seekers"), by individuals and/or organizations seeking information related to hiring or human resources, seeking Job Seekers, or seeking to make available information regarding employment openings, on their behalf or other's behalf, including but not limited to agencies purchasing for multiple parties and employment agencies ("Employers"). ApplicantPro may also act as an employment agency on behalf of Employers who purchase such services, through its affiliates. You acknowledge and agree that your license to use the Site is automatically revoked upon your attempt to use the Site for any other purpose. If you are accessing or using the Site in your capacity as an employee or other representative of an Employer, you are agreeing to this Agreement on behalf of yourself and such Employer, as applicable, and you represent and warrant that you have the authority to bind such Employer, as applicable, to this Agreement. If you are using assistive technology to access the Site and you need help, you can call ApplicantPro at 1-888-633-9269 (United States), or please email us at privacy@hiringoptimization.com or call us at 888-633-9269. You acknowledge that ApplicantPro owns a copyright in the Site, ApplicantPro Apps, and Services, including in compilations of information available through any of the foregoing.

ApplicantPro may reject, remove, or limit visibility to any User Content (as defined below), and ApplicantPro may disable any account or restrict your ability to use all or parts of the Site, for any or no reason without notice. Although ApplicantPro may indicate why User Content or an account has been removed or disabled, we cannot give every reason why User Content or an account may be removed. We always retain the right to remove any User Content or account if we feel it is in our interest or our Users' interest.

We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site, on the Site. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your access to or use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The "Last Updated" legends in each section of the terms and conditions indicate when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

This Agreement hereby incorporates by this reference any additional terms and conditions posted by ApplicantPro through the Site, or otherwise made available to you by ApplicantPro. In particular:

- If you access or use the ApplicantPro System (free and sponsored job postings, targeted ads, or organizing virtual hiring events) you are agreeing to be bound by the **ApplicantPro System Terms**
- For all other uses of the Site, you are agreeing to be bound by this **ApplicantPro General Terms of Service**.

For purposes of this Terms of Service, all references to "you" or "your" shall mean you, the individual, the employer or organization accessing this Site in your capacity as a Job Seeker or Employer. As a Job Seeker or Employer, you are permitted to use this Site and its content solely within the Terms specified herein.

1. Introduction

1. Acceptance of Terms

Your use of this Site or any of the services mentioned herein (collectively referred to as the "Service") is contingent upon your acceptance and adherence to the following Terms of Service ("Terms"). If you do not agree to abide by these Terms, we ask that you refrain from using the Site or Service. Your use or continued use of the Site and or Service serves conclusively that you consent and commit to these Terms.

2. Service Overview

2.1. Description of Service

This Agreement and these Terms hereby incorporates by this reference any additional terms and conditions posted by ApplicantPro through the Site, herein, or otherwise made available to you by ApplicantPro.

2.2. Access and Use

You must create an account to access and use the Service. You are responsible for maintaining the confidentiality of your account information.

By creating an account through the ApplicantPro site (the "Site") and choosing to upload personal information and a file resume, you are requesting and authorizing ApplicantPro to make available your resume to the business associated with the job listing. This in no way guarantees you an interview or job and should not be considered an endorsement of your listed qualifications for any job that you may be interested in.

ApplicantPro is not responsible for the appearance of your resume because of the various file types that are used to convert documents to a readable format. ApplicantPro assumes no responsibility and disclaims all liability.

ApplicantPro may share the information you have provided with partners and affiliates for the purposes of providing additional jobs services related to the purpose for which you provided the information. Please see the ApplicantPro Privacy Policy for additional information on how we protect and use your information.

ApplicantPro System Terms

These ApplicantPro System Terms (the "ATS Terms") form a part of, and are incorporated into, the **ApplicantPro Terms of Service** (the "Agreement"), and apply to any Employer that accesses or uses the ApplicantPro System offering, or that otherwise indicates its acceptance of these ATS Terms. By agreeing to the ATS Terms, you also agree to the **ApplicantPro Terms of Service**.

Any capitalized terms that are used but not defined in these ATS Terms have the meaning set forth in the Agreement.

Use of the ApplicantPro System ("System") by an individual/Job Seeker who posts his or her resume on the Site (hereinafter, "Resume Owner") or Employer on or through the Site is subject to all applicable ApplicantPro best-practice guidelines, policies and other terms and conditions made available to you, including through the Site, on the subscription or plan purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription or plan for, any or all of which may be modified at any time. You agree and acknowledge that the System pricing and offerings are subject to change. Purchasing additional subscriptions or plans or modifying subscriptions or plans may reset the monthly billing date for subscriptions or plans associated with your account, resulting in pro rata charges to account for the new date. You shall not use any information obtained from the Site except for internal use in selecting and contacting Resume Owners, through ApplicantPro, for the purpose of filling your Job Listings. You shall not use the ApplicantPro System for any directly or indirectly illegal, discriminatory, or fraudulent purpose. You are solely responsible for your use of the System, including but not limited to, how you search for Job Seekers, who you decide to contact, and any employment related decisions you make. Contact information provided by ApplicantPro, including any Relay Service email address, is for your individual use only and may not be shared with any other person. You are expressly forbidden from using any product or system intended to extract the information from a Resume, in order to circumvent the Resume contact system. Use of such a product or system will result in your immediate termination from the System. In addition, as a feature of the ATS, ApplicantPro may send emails to Resume Owners on your behalf indicating that your Job Listing is potentially a match for their resume. In some circumstances, ApplicantPro may limit the number and/or frequency of times you may contact a Resume Owner through the Site. For example, if you contact a Resume Owner, and the Resume Owner does not express interest or contact you back, you may not be able to contact them again for a period of time.

IMPORTANT NOTICE: YOU EXPRESSLY AGREE THAT: in purchasing or obtaining access to the System, you are paying ApplicantPro the amount indicated on the Site for the purpose of ApplicantPro facilitating your contact with a Resume Owner by sending a message to the email address that the relevant Resume Owner has provided to ApplicantPro, or by connecting you via phone call to the number provided by the Resume Owner. Your use of the System is subject to all ApplicantPro Site Rules and policies, including the ApplicantPro Privacy Policy and any policies pertaining to Relay Services. ApplicantPro does not guarantee that the email address is still in use, that such message will be received, read, or acted upon by any potential Resume Owner, or that any Resume Owner's resume or information thereof is valid, accurate or complete in any respect. **ApplicantPro may return different results for the same Applicant Tracking System query and has full discretion with respect to the resumes or profiles it presents in response to any particular search.** ApplicantPro does not allow its System, including but not limited to, resume contact service to be used in a spam like manner, and you expressly agree not to use the System service in such manner. ApplicantPro defines "spam like manner" as sending requests for job positions to persons who are, as indicated by ApplicantPro experience and/or Resume Owner behavior and reaction, unsuited for the role or who have indicated that such requests are unwanted. ApplicantPro reserves the right to disable ApplicantPro System contact service for any user who, in ApplicantPro's sole discretion, violates these ATS Terms, including the foregoing term. We reserve the right to drop any message, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code, or other messages that ApplicantPro suspects to be malicious or spam, or for any or no reason. **The only acceptable use of the ATS is for you to contact a Resume Owner through ApplicantPro regarding a Job Listing or potential employment. No other uses of the ATS are permitted.** Scraping or data mining the ApplicantPro System database, which may include any Job Seeker Resume, or using the ApplicantPro System database for any other purpose except as allowed will result in legal action being taken against you. We may in our sole discretion place limits on your ability to run searches using Applicant Tracking System if we suspect that your use may adversely affect ApplicantPro's system, you are using the Applicant Tracking System in a malicious or objectionable manner, or you have violated this Agreement. Additionally, if you are a competitor of ApplicantPro (including but not limited to any job aggregation website or any job posting websites) you may not use the ApplicantPro System database to contact a Resume Owner for the purpose of sending them a job offer from your clients, and any such competitive use of the ApplicantPro System database may result in ApplicantPro blocking you from the Site, blocking you from contacting Resume Owners, and blocking your contact emails to those Resume Owners without notice and you consent to the same. ApplicantPro may limit the number of devices each account is logged into. Each Resume subscription or plan is solely for the individual use of the person to whom it is assigned, and may not be shared with other users.

In the event phone numbers are provided by the Resume Owner in the resume, ApplicantPro does not guarantee their validity and cannot confirm whether such numbers are landlines or cell phones. You agree to call Resume Owner regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, as well as other laws against automated telephone dialing systems or laws governing phone or mobile communications in your applicable jurisdiction.

Information contained in Resume Owner resumes is self-reported by Job Seekers, may be outdated or inaccurate, and is not verified by ApplicantPro. Any filtering, sorting, matching, or ranking tools available to you as part of the Applicant Tracking System rely on this Job Seeker-provided information and/or information you provide to ApplicantPro about your job requirements or preferences. The appearance of a given Job Seeker's resume in search results or as a match is not a guarantee that the Resume Owner has the attributes or experience you have selected or that they would be interested in a job. When you use the System, ApplicantPro does not guarantee that you will see desirable, or any, search results in response to each query or that you will see desirable, or any, daily matches. You are solely responsible for determining or verifying any Resume Owner provided information, including whether a Resume Owner / Job Seeker has a certain license, certification, or security clearance. **In a product on the Site, you may see a verification of a Job Seeker's skills, certifications, or other qualifications. ApplicantPro does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

Once you have requested that ApplicantPro contact a Resume Owner, you may not revoke such request. Cancellation of your use of the ATS shall be in accordance with any cancellation policies listed on the Site. ApplicantPro reserves the right to cancel any subscription at any time and for any or no reason. ApplicantPro may immediately cancel, update or modify the System or these ATS Terms in our sole discretion at any time without liability and your use of the System after notice that the System or these ATS Terms have changed indicates acceptance of the updated ATS Terms. All Sections of these Terms will survive any expiration or termination of these ATS Terms.

You represent and warrant that all information you provide to ApplicantPro is correct and current. You represent to ApplicantPro that you are an Employer interested in considering the Resume Owner as a potential employee. APPLICANTPRO'S PROVISION OF THE SYSTEM AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE SYSTEM AND YOUR USE THEREOF, APPLICANTPRO AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY EMAIL ADDRESS THAT HAS BEEN PROVIDED TO APPLICANTPRO IS VALID, THAT ANY EMAIL SENT BY APPLICANTPRO AT YOUR REQUEST WILL REACH THE INTENDED RECIPIENT, THAT ANY INTENDED RECIPIENT OF ANY SUCH EMAIL WILL READ SUCH EMAIL, OR THAT ANY SUCH INTENDED RECIPIENT WILL ACT UPON SUCH EMAIL. FURTHER, APPLICANTPRO AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY RESUME IS AVAILABLE OR VIEWABLE AT ANY PARTICULAR TIME, OR THAT ANY RESUME DESCRIBES AN APPLICANT'S SKILLS, QUALIFICATIONS, OR ABILITIES. APPLICANTPRO AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, TITLE, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE APPLICANTPRO, THE SITE, AND THE SYSTEM AT YOUR OWN RISK. APPLICANTPRO DOES NOT GUARANTEE THAT THE SITE OR SYSTEM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO THIS SECTION HEREUNDER AND FOR ANY BREACH BY YOU OF THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE ATS TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THESE ATS TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO APPLICANTPRO BY YOU FOR THE APPLICANTPRO SYSTEM SERVICE GIVING RISE TO THE CLAIM. You shall be charged if, and as, indicated by the Site. Upon your request, ApplicantPro may in its sole discretion pause your subscription or plan and associated cost, and upon ApplicantPro unpausing the subscription or plan, it will continue for the remaining term until it expires and automatically renews. Details regarding the resume subscription plan are available on the Site. If your billing address is in the United States, you shall pay all charges in US Dollars. You may only pay all charges in US Dollars. Charges are exclusive of taxes, including VAT. You are responsible for all taxes as applicable and appropriate. You are responsible for paying (y) all taxes and government charges, and (z) reasonable expenses and attorney fees ApplicantPro incurs collecting late amounts. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card issuer rights). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODIC ALLOTMENTS UNDER THE APPLICABLE RESUME SUBSCRIPTION OR PLAN. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. Refunds (if any) are at the absolute discretion of ApplicantPro and only in the form of credit for ApplicantPro services. You acknowledge and agree that any credit card, bank account, and related billing and payment information that you provide to ApplicantPro may be shared by ApplicantPro with companies who work on ApplicantPro's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to ApplicantPro and servicing your account. ApplicantPro may also provide information in response to valid legal processes, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. ApplicantPro shall not be liable for any use or disclosure of such information by such third parties. All withholding tax remittances to the government are your sole responsibility and ApplicantPro shall have no liability whatsoever, therefore. Invoices may be provided to you via electronic mail, unless otherwise specified by ApplicantPro. If you purchase a subscription or plan, you acknowledge and agree that your subscription or plan will automatically renew and ApplicantPro will charge you on a recurring basis until you cancel your subscription or plan and such cancellation goes into effect, which may not be until the next billing cycle. Pausing your subscription or plan does not cancel it. Your subscription will continue to automatically renew after being unpaused. The applicable billing cycle (e.g. monthly or annual, etc.) will depend upon the terms agreed upon. You shall indemnify, defend and hold harmless ApplicantPro, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of your use of the System, including but not limited to, how you conduct the search, any contact you have with the recipient (or intended recipient), any email you request to be sent pursuant to these ATS Terms, any phone call or text message you make to a recipient, and activities of any third party service provider you engage to facilitate your sourcing activities through the System, such as our Applicant Tracking System (ATS). ApplicantPro Resume Marketing, Assessments, Job Boards and Career Sites, Career Sites and Background Checks are all part of our ATS is an online tool. You agree that any use of the above services will bind you to the terms of ATS. ATS is used by Employers to source and track a Job Seeker and is done so at your sole request, and you represent and warrant that you have that Job Seeker's consent for ApplicantPro to contact that Job Seeker for the purpose of tracking the Job Seeker you have selected. You also acknowledge that once you have used any of the selected services through the ATS to track a Job Seeker, that request cannot be canceled. ApplicantPro does not guarantee that any Job Seeker will receive, access, read or respond to you, or that there will be no mistakes in the transmission of the data. However, ApplicantPro may alert you when any of the above events occur. You agree you have made the determination to use ApplicantPro Assessments as part of your application process, and that the types of questions asked in any Assessment or bundle of Assessments you send to a Job Seeker are solely being asked by you and are not being asked by ApplicantPro. Except for third party Assessments, ApplicantPro offers Assessments solely in its capacity as a developer and publisher. You agree you are solely responsible for the use of Assessments and Responses in compliance with the law, including the Fair Credit Reporting Act and similar state statutes. You are solely responsible for your use of ApplicantPro Assessments, including without limitation any results which are considered to have a "disparate impact." You further agree that you are solely responsible for offering alternative methods of screening, if so, required by the Americans with Disabilities Act or any other equivalent or similar law. You acknowledge that ApplicantPro may, but is not obligated to, provide a means by which Job Seekers may request such an alternative method or other accommodation from you. While ApplicantPro is guided by WCAG 2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, each disability is unique and ApplicantPro does not warrant that the method of delivery of any Assessment question is compliant with the Americans with Disabilities Act or any equivalent or similar law. You are the sole party to determine which Assessment to send to any Job Seeker. You agree that an Assessment is only designed to evaluate a particular knowledge, skill, or ability. It does not evaluate a Job Seeker's qualification for any job nor their ability to safely perform a job. Whether a particular skill is relevant to a job, or whether a Job Seeker is qualified or appropriate for a job, is decided solely by you. You agree to use an Assessment in combination with other selection and hiring processes, and not as the sole measure of any candidate's fitness for a job. You agree to use an Assessment to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate's first day on the job. ApplicantPro reserves the right to change any Assessment, or the questions asked within an Assessment at any time, for any or no reason, including but not limited to quality control.

Sending an Assessment to a Job Seeker does not guarantee a Response or any further communication or action by any Job Seeker. You consent to your Assessment and any other communications sent through ApplicantPro Assessments being processed and analyzed by ApplicantPro according to this Agreement and ApplicantPro's Privacy Policy.

You understand that Job Seekers provide a Response to an Assessment at their sole discretion. After a Job Seeker has provided a Response, You will be able to use the ApplicantPro Assessments platform to review the Response. In the case of a third-party Assessment, you may only be able to view limited information, such as a link to the final result of the Assessment. A Job Seeker may also have the option to select an Assessment and associate the Response with their ApplicantPro Profile, which will be visible to Employers in accordance with our Terms. If there are multiple versions of the same Assessment, the Response percentile for any Job Seeker will be determined only in relation to other Responses to the same version of that Assessment. Assessments created, published, or administered by third parties other than ApplicantPro are scored in accordance with the scoring rubrics as determined solely by such third parties.

As an Employer you are the sole party to determine whether a Response, including but not limited to a result, indicates a qualified Job Seeker. You may instruct ApplicantPro to send out rejection notices if the Job Seeker has not responded to Assessments in a manner acceptable to you, and you acknowledge that ApplicantPro has no discretion in the transmission of these rejections. As the employer, you are the sole party to determine whether to offer a Job Seeker the opportunity to retake any Assessment that you sent or update or modify their Response.

You acknowledge and agree that Responses are only provided on the condition that you use them responsibly and legally as part of your hiring process, which includes considering any other relevant information about the Job Seeker. ApplicantPro may display excerpts from or summaries of Responses in other products such as ApplicantPro Resume. These summaries are for convenience only and are not to be used in lieu of the full Response in context. You agree not to rely solely on such excerpts or summaries when making a hiring decision regarding any Job Seeker.

As an Employer, you represent and warrant that you shall not access or use ApplicantPro Assessments for any directly or indirectly illegal, discriminatory, or fraudulent purpose. You shall not create or send any Assessment which is directly or indirectly illegal, discriminatory, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, or that contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You shall not create or send any Assessment containing proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing).

ApplicantPro Assessments is not a tool to ask for sensitive personal data from Job Seekers. Employers may not create or send any Assessment which seeks highly confidential personal information from Job Seekers, such as bank account or credit card information, online account information, social security numbers (or similar counterparts outside the United States of America), health information, or other categories of personal data subject to data breach notification requirements in any country.

An Employer who receives an accommodation request through ApplicantPro Assessments must provide accommodation to the extent required by applicable law, and further must provide evidence of compliance to ApplicantPro immediately upon request. Any failure to fulfill these obligations is a material breach of this Agreement and ApplicantPro may immediately terminate your account and your access to ApplicantPro Assessments with no further obligation to you. You agree to defend and indemnify ApplicantPro from any claims arising from your failure to comply with this section.

You understand and agree that ApplicantPro does not have any obligation to screen any Assessment or Response, or to publish any Assessment or Response on the Site, and may exclude or remove any Assessment or Response from the Site for any or no reason without liability or notice.

ApplicantPro does not act as an employment agency by offering the ApplicantPro Assessments tool. By using ApplicantPro Assessments, you acknowledge and agree that ApplicantPro is not procuring employees for Employers or procuring opportunities to work for Job Seekers. ApplicantPro merely provides a tool enabling Employers and Job Seekers to exchange Assessments and Responses as they determine. The sole responsibility for the content of any Assessment or Response, any decision to proceed or not to proceed with interviews or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of ApplicantPro Assessments, is solely with Employers or Job Seekers as applicable.

ApplicantPro cannot confirm the information submitted by any Job Seeker, or other user, including the identity of any user. ApplicantPro does not inquire into the backgrounds of Job Seekers or attempt to verify the statements of Job Seekers. You are responsible for conducting any background checks, reference checks, or other due diligence that you may require before making an offer of employment to a Job Seeker. You are responsible for complying with all laws and regulations relating to the intended employment of any Job Seeker. Further, for any skill area in which formal licenses or certifications may exist, Assessments do not act as a substitute for such license or certification and do not speak to whether a Job Seeker is qualified for or has such a license or certification. It is the Employer's sole responsibility to determine what licenses or certifications are required for their job and whether a Job Seeker has such license or certification. ApplicantPro also makes no statement as to whether a particular skill is necessary for a job and it is an Employer's sole responsibility to make such a determination (or seek appropriate legal counsel to do so), in accordance with the EEOC regulations or other applicable laws.

ApplicantPro utilizes artificial intelligence (AI) technology to match with potential job opportunities. While our AI algorithms are designed to enhance the recruitment process, we want to make it clear that the matching process is based on data analysis and patterns and may not be exhaustive or error-free, users are urged to use with caution.

Important Points to Note:

Algorithmic Matching: Our AI algorithms analyze various data points, including skills, experience, and preferences, to generate candidate matches. However, the matching process is based on available data and patterns and may not account for every individual nuance.

Human Involvement: While AI plays a significant role in the initial matching process, our experienced human recruiters are involved in the final candidate selection. Human judgment and expertise are crucial in assessing intangible qualities that AI may not capture.

Dynamic Job Market: The job market is dynamic, and candidate preferences and skills evolve. The accuracy of matches can be influenced by changes in the job market, industry trends, and individual candidate profiles.

Candidate Responsibility: Candidates are responsible for providing accurate and up-to-date information on their profiles. Inaccurate or outdated information may impact the effectiveness of the matching process.

Data Security and Privacy:

We take data security and privacy seriously. Candidate information is handled with the utmost confidentiality, and we adhere to all relevant data protection laws and regulations.

Feedback and Assistance:

We welcome feedback from both candidates and employers to continuously improve our matching algorithms. If you have concerns or questions, please contact ApplicantPro.

By using our candidate matching services, you acknowledge and agree to the terms outlined in this disclaimer.

ApplicantPro is not a party to, third party beneficiary of, or liable for, any agreements, offers, or promises between an Employer and Job Seeker, regardless of whether ApplicantPro receives a fee from the Employer in connection with the transaction. ApplicantPro will not be liable for any costs or damages arising out of or related to such transaction.

ApplicantPro assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of the Site, the ApplicantPro Assessments tool, and any Assessment or Response.

ApplicantPro Assessments is currently free for Employers. ApplicantPro may, in its sole discretion and at any time, end Employers' free use of ApplicantPro Assessments and begin to charge Employers to use ApplicantPro Assessments as a standalone product or in conjunction with an Employer's use of any other ApplicantPro product.

You agree to keep all information gained from using ApplicantPro Assessments confidential. You agree that (1) you will use any content submitted by Job Seekers only in accordance with applicable privacy and data protection laws; (2) you will not disclose the names or identities or share the profile of any Job Seekers outside of your recruiting or hiring department; and (3) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of ApplicantPro Assessments from loss, misuse, unauthorized access, disclosure, alteration or destruction.

APPLICANTPRO ASSESSMENTS AND ALL MATERIALS, INFORMATION, ASSESSMENTS, RESPONSES, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH APPLICANTPRO ASSESSMENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. APPLICANTPRO EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY ASSESSMENT OR RESPONSE, INCLUDING BUT NOT LIMITED TO A RESULT, THAT HAS BEEN PROVIDED TO APPLICANTPRO IS VALID OR ACCURATE, THAT ANY ASSESSMENT OR RESPONSE ACCURATELY OR COMPREHENSIVELY EVALUATES A PARTICULAR SKILL OR IS RELATED TO ANY JOB REQUIREMENT, THAT ANY COMMUNICATION (INCLUDING WITHOUT LIMITATION ASSESSMENTS AND RESPONSES) WILL REACH THE INTENDED RECIPIENT, THAT THE INTENDED RECIPIENT OF THE COMMUNICATION SENT AT YOUR REQUEST WILL READ IT, OR THAT THE INTENDED RECIPIENT OF YOUR COMMUNICATION WILL ACT UPON IT. APPLICANTPRO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, TITLE, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. APPLICANTPRO DISCLAIMS ANY WARRANTY THAT APPLICANTPRO ASSESSMENTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. YOU USE APPLICANTPRO, THE SITE, AND APPLICANTPRO ASSESSMENTS AT YOUR OWN RISK. APPLICANTPRO DOES NOT GUARANTEE THAT THE SITE OR APPLICANTPRO ASSESSMENTS WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

EXCEPT FOR YOUR BREACH OF THIS SECTION (CONFIDENTIALITY) OR INDEMNIFICATION AMOUNTS PAYABLE HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO APPLICANTPRO BY YOU.

You agree to defend, indemnify and hold harmless ApplicantPro from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your violation of any term of this Agreement; (b) your use of, and access to, ApplicantPro Assessments or the Site; (c) your loss of, or disclosure of, information gained from using ApplicantPro Assessments or the Site; (d) your violation of any applicable laws or regulations, including but not limited to the Fair Credit Reporting Act, any applicable employment, equality, or discrimination laws, and any applicable data protection or privacy laws (this includes any claims that ApplicantPro as your agent violated any such laws); (e) your violation of any third party right, including without limitation any copyright, property, or privacy right; (f) any claim that your content caused damage to a third party; (g) your decision to add, create, or use an Assessment, including, but not limited to, a hiring event, scheduled interview, or as part of a job application; or (h) your actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker. You also agree that you have a duty to defend ApplicantPro against such claims. You agree that this indemnity extends to requiring you to pay for ApplicantPro's reasonable attorneys' fees, court costs, settlements and disbursements. This defense and indemnification obligation will survive this Agreement and your use of ApplicantPro Assessments.

ApplicantPro may suspend ApplicantPro Assessments, the Site, your account, or any other provision of tools to you, and we may terminate this Agreement with you, at our sole discretion, at any time, with or without notice. If you wish to terminate this Agreement, you may do so by notifying ApplicantPro at any time and closing your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

FY '25 INTER-LOCAL AGREEMENT BETWEEN
BURNET COUNTY, TEXAS
AND

THE CITY OF MEADOWLAKES, TEXAS

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 MEADOWLAKES, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units 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, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. Specifically, this agreement concerns the application of hot mix asphalt on City owned property. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, per state statute; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public facilities are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deems that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to by the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to assist the CITY with application of hot mix asphalt at the golf cart storage area on City owned property. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, 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 than thirty (30) days written notice, this Agreement shall commence on the date of execution and shall expire upon the completion of the work performed and the compensation being provided over a maximum one-year period or September 30, 2025, whichever occurs first.

COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide excess material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY's "in kind" compensation shall be limited to an amount not to exceed \$15,000 in value, per state statute.

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 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.

Notice to CITY shall be sufficient if made or addressed to the office of its City Manager/Administrator.

MISCELLANEOUS PROVISIONS

Indemnification:

CITY and COUNTY each agree to the extent allowed by law to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits causes of action, and judgments 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 either party and their respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document 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 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 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 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 Meadowlakes, Texas

Burnet County, Texas

BY: _____
Johnnie L. Thompson
City Manager

BY: _____
James Oakley
Burnet County Judge

DATE: _____

DATE: _____

ATTEST:

City Secretary

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

FY '25 ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Meadowlakes

FOR

Assisting the City with application of hot mix asphalt on the golf cart storage area, a City owned property

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 Meadowlakes, 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 application of hot mix asphalt on the golf cart storage area of the City.

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



October 18, 2024

Burnet County, Texas
Attention: Karin Smith, County Auditor
220 S. Pierce St.
Burnet, Texas 78611

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Burnet County, Texas (the "County"), as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In addition, we will audit the County's compliance over major federal award programs for the period ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the County's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the County complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, certain budgetary comparison information, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Schedules – General Fund and major special revenue funds
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Pension Contributions
- Schedule of Changes in Net Other Post Employment Benefit (OPEB) Liability and Related Ratios.

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, which raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to those charged with governance of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the County's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the County's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the County's

compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the County's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the County's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the County's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the County is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the County complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
 - e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the County involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County as previously outlined.

We will not assume management responsibilities on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its responsibilities.

The County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the County must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July-August 2024
Mail confirmations	October 2024
Perform year-end audit procedures	February 2025
Issue audit reports	March 2025.

Todd Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,975. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or stores electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. With your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

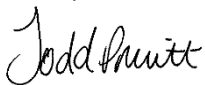
- Our view about the qualitative aspects of the County's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



Todd Pruitt, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Burnet County, Texas, by:

Name: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

December 9, 2022

To the Partners of Pattillo Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; an audit of an employee benefit; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

Ericksen Krentel, LLP

Certified Public Accountants

CONTRACT FOR ARCHITECTURAL SERVICES

This Contract is entered into on this _____ day of _____, 2024, by and between Burnet County, a political subdivision of the State of Texas, (hereinafter "Owner"), and having its principal business address at 220 S. Pierce Street, Burnet, Texas 78611 and Burns Architecture, LLC (hereinafter "Architect/Consultant"), and having its principal business address at 305 21ST Street, Suite 180, Galveston, Texas 77550 whereby Architect agrees to perform and Owner agrees to pay for the services provided for herein.

GENERAL SCOPE OF ARCHITECT'S SERVICES

The Architect shall provide consulting and basic architectural and engineering services, which are normal for projects of this type including, without limitation, planning, design, preparation of construction documents, assistance in the bidding process, security, structural, mechanical, plumbing, electrical, fire protection, and life safety engineering services, construction administration and oversight. Furthermore, it shall be the duty of the Architect to assure that the design and construction of the Project complies with all applicable federal, state and local laws.

**SECTION I.
PROJECT DESCRIPTION**

The project is the renovations at the Burnet County Detention Center to create a new inmate/attorney visitation area.

**SECTION II.
DESIGN PHASE**

- A. Architect has created a conceptual design for the expansion that was previously presented to the county along with the budget.
- B. Based upon that conceptual design, Architect shall proceed to prepare for the approval of the Owner, Design Documents consisting of drawings and other documents to fix and describe the size and character of the Project and all elements thereof. The Design Documents shall describe in detail architectural, structural, mechanical, electrical and plumbing systems, fire protection, security and materials and include the following:
 - Services consisting of design administrative functions including consultation, meetings and correspondence, and progress design review conferences with the Owner.
 - Coordination of the architectural work and the work of engineering with other involved consultants for the project.

- Review and coordination of documents prepared for the project.
- Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations and codes. Assist in obtaining approval from approving authorities as required.
- Review and coordination for data furnished for the project by the Owner.
- The Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction of the Project. Such documents shall bear the Architect's and engineering consultant's seals and shall be complete to define the quantity and quality of the work to bid and build the Project. Such documents shall include, without limitation, working drawings, dimensions to plans, elevations, sections, details, and schedules of all site work, architectural, structural, mechanical, electrical and plumbing work, life safety, security and fire protection systems in the Project. Such documents shall also contain any performance or proprietary specifications on the materials, processes, or systems to be incorporated in the work.

Architect, with the assistance of the Owner, will prepare the necessary bidding information, bidding document forms, conditions of the contract, form of agreement, and advertisements for bids subject to the requirements of the owner's selected construction delivery method. All such documents, conditions of contract, and form of agreement are to be arrived at in consultation with the Owner's attorneys, and are subject to the approval of the Owner's attorneys.

During the Design Phase, the Architect shall advise the Owner of any adjustments to the previous estimates of Construction Costs indicated by changes in requirements or general market conditions and shall obtain the approval of the Owner for such changes. Furthermore, the Architect shall advise Owner of any and all applicable governmental regulations, and will use its best efforts to assure compliance therewith, and assist the Owner with filing the documents with any governmental authorities having jurisdiction over the Project.

The Design Phase work will be divided into these three sub-phases: Schematic Design Phase, Design Development Phase and Construction Documents Phase. At the completion of each design phase, Architect shall submit the design documents to the Texas Commission on Jail Standards for their review and approval.

Upon completion of the Design Documents, and approval thereof by the Owner, the Architect shall present such documents to the local authority having jurisdiction for review and approval.

SECTION III. BIDDING PHASE

The Architect, following the approval by the Owner of the Construction Documents and the latest

estimate of Construction Costs, shall assist the Owner and/or Construction Manager in obtaining bids or negotiated proposals for the Project, in evaluating the bids, in selection of the lowest, best and most responsible bid, and in preparing contracts for construction. Any such contracts for construction are to be arrived at in consultation with the Owner's attorneys, and are subject to the approval of the Owner's attorneys.

As part of the Architect's services in this phase, Architect shall assure that the information requested from bidders in the bidding process includes detailed information as to their qualifications. Information must also be obtained as to past, pending or threatened litigation against each bidder with regard to their performance on past construction projects or their payment of subcontractors and suppliers. The Architect covenants to make appropriate investigations into the solvency and reputation of the low bidder and of each bidder whose bid is within an acceptable range of the low bidder's bid, and of each such bidder's experience in constructing projects of this type, and the quality of the bidder's work on similar projects.

Services consisting of bidding administrative functions consist of:

- Organizing, coordinating and handling Bidding Documents for reproduction, distribution and retrieval.
- Preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- Participation in pre-bid conferences, responses to questions from bidders and clarifications or interpretations of the bidding documents.
- Consideration, analysis, comparisons and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
- Participation in review of bids and alternates, evaluation of bids and recommendation on award of contract.
- Assisting Owner in award of contract, preparation of Construction Contract agreements to include bonds, insurance, etc.

SECTION IV.

CONSTRUCTION PHASE: ADMINISTRATION OF THE CONSTRUCTION CONTRACT

The scope of the Architect's services and duties during the Construction Phase includes the following:

1. After the award of the Construction Contract(s), the Architect shall proceed with the administration of the Construction Contract. This is an extremely important phase of the Project as even the most professionally drafted plans and specifications are for naught if not properly executed by the contractors. Architect will use its best efforts to assure compliance with the Contract Documents by the contractor, and to assure that the Project is constructed in a good and workmanlike manner, free of defects. [NOTE: The term "Contract Documents" shall refer collectively to the Drawings, Plans,

Specifications, Addenda, Modifications, Change Orders, Change Directives, written Orders for minor changes in the work, Project Manual, Agreement between the Owner and Contractor or Construction Manager at Risk (hereinafter "Contractor"), and the bidding documents.];

2. Architect shall visit the site periodically to ensure that the work is proceeding in general conformance with the Contract Documents and Contract schedule. On the basis of such on-site observations, the Architect shall keep the Owner informed of the progress and quality of the work and shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor;
3. the Architect agrees that its representatives on the Project shall be familiar with the Project and the Contract Documents, and shall be qualified by training and experience to make decisions and interpretations of the Construction Documents, and such interpretations shall be binding on the Architect. All such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the Owner, conditioned that such decision and interpretation shall not modify adversely the requirements of the Contract Documents. If in the opinion of the Owner such representatives are negligent, unqualified, unresponsive to the Owner's concerns, or otherwise unacceptable to the Owner, the Architect's representative shall be replaced immediately, without protest;
4. the Architect shall represent the Owner's interests during the Construction Phase, and shall advise and consult with the Owner as to the Project. However, the Architect shall not have the authority to bind the Owner to any new or different obligations without the written consent or acceptance of those new conditions by the Owner;
5. the Architect shall determine the amount owing to the Contractors based on observation at the site and on evaluation of the Contractors' Application for Payment, and shall issue Certificates for Payment in such amounts as provided in the Contract Documents. The Architect shall process certificates as promptly as reasonably possible, typically during a construction progress meeting and immediately submit them to the authorized county representative for processing of payment. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided herein, and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated; that, to the best of the Architect's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents; and that the Contractor(s) is (are) entitled to payment in the amount certified;
6. the Architect shall establish and conduct a regular schedule of monthly meetings or more if need arises to be held on the job site each month throughout the construction period, and shall require attendance at the meeting by a representative of the Contractor, and any Subcontractors. The Owner shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the Project on schedule and completing the Project within the

contract time and in accordance with the Contract Documents;

7. the Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written requests of the Owner or the Contractors, and shall render written opinions to the Owner within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractors relating to the execution or progress of the work or the interpretation of the Contract Documents, but the final decision on any such claims, disputes or other matters shall rest with the Owner. Nothing herein shall affect the Owner's right to take immediate action or seek immediate relief, and the provisions herein shall not constitute a condition precedent to any action or remedy of the Owner;
8. the Architect shall have the authority to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have the authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed, or completed;
9. Architect shall review and approve or take other appropriate action upon Contractor submittals such as Shop Drawings, Product Data and Samples within fourteen (14) days of receipt. Such review shall specifically include a review of all dimensions on such submissions to insure that they meet the dimensions as given in the Construction Documents and shall insure conformance with the design concept expressed in the Contract Documents for the Project. However, such review shall not reduce the Contractor's responsibility for the accuracy of the Shop Drawings or Product Data and Samples and shall not give rise to any right of the Contractor against the Architect;
10. after all required submissions to and approvals from the local governing authority require any necessary design revision, the Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents (if applicable), and shall have authority to order minor changes in the work not involving an adjustment in the contract sums or extensions of the contract times, and which are not inconsistent with the intent of the Contract Documents which do not approve any substitutions of materials which alter the project value. No Additional Compensation shall be due the Architect for preparation of Change Orders without the prior written approval for such compensation by the Owner. The preparation of such Change Orders will be solely compensated by the payment to the Architect for Basic Services;
11. the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and that repairs have been made, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractors, and shall issue the Final Certificates for Payment on compliance with all requirements of the Contract

Documents, and after inspection and approval procedure described in subsection (13) below;

12. prior to substantial completion of the work, the Architect shall arrange for, give adequate notice of, and conduct an inspection of the Project with the Owner, the Contractor, and the Texas Commission on Jail Standards (TCJS) for the purpose of determining if the Contractor's work is in compliance with the Contract Documents, assist TCJS with their occupancy inspection and secure approval to occupy and use the renovated area. The Architect in conjunction with the Contractor shall prepare a list of items for correction or completion on the Project and shall distribute the same to all parties concerned. The Architect shall not issue the Final Certificate of payment to the Contractor until a final inspection of the work is conducted and the work has been determined to be corrected and completed in accordance with the Contract Documents. The Architect shall furnish the owner written recommendations of acceptance of the work and shall receive, review and forward to the Owner guarantees, operation and maintenance manuals, keys, Final Certificate of Payment, and other closing documents as are required by the Contract Documents prior to acceptance of the work;
13. after acceptance of the Project by the Owner, the Architect shall instruct the contractor to prepare and furnish to the Owner: two (2) printed sets of "as built" drawings and one (1) set of PDF files solely for the Owner's use showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractors for all permanent structures in the Project;
14. The Architect shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an inspection of the Project prior to the expiration of any warranty period and shall be required to inform the Owner and the Contractor of any items to be corrected and shall inspect the Project as required until the work is completed, without Additional Compensation;
15. the extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect. The Architect is an independent contractor for all purposes.

SECTION V. ADDITIONAL SERVICES

It is the understanding of the parties that the services of the Architect set out above, including all incidental and necessary services and expenses related thereto, are to be compensated as Basic Services under this Agreement and not as Additional Services. Additional Services are those services not required or contemplated by this Agreement or the scope and requirements of the Project, and not customarily furnished in accordance with generally accepted architectural and engineering practices. Additional Services, as required by the Owner, shall be provided by the Architect only when authorized in writing by the Owner, and shall be paid for by the Owner only

when authorized in writing by the Owner prior to the provision of the services. Compensation for any such Additional Services shall be determined and approved by Commissioners' Court prior to the services being performed via the change order process. It is understood and agreed that the need for Additional Services will be very limited within the scope of this Project as all services foreseeably necessary for the proper execution of the Project should be covered by the basic compensation payable to the Architect under this Agreement.

The provision of services made necessary by the default of the Contractor or by major defects or deficiencies in the work of the Contractor shall not be considered Additional Services under this Agreement if the defects or deficiencies of the Contractor are of a character or nature that they reasonably should have been detected, addressed, and prevented by the Architect as part of its administration of the Contract.

SECTION VI. OWNER'S RESPONSIBILITIES

The Owner shall have the following responsibilities:

1. Owner shall render decisions on matters presented for determination or approval by the Architect promptly to avoid unreasonable delay in the progress of the Architect's services.
2. Owner shall provide a report certifying that no asbestos contamination is present in the area to be renovated.

SECTION VII. CONSTRUCTION COSTS

The Construction Costs shall be the total costs or estimated costs of all elements of the Project designed or specified by the Architect and other consultants and approved by the Owner that are actually to be constructed as a part of the Project.

Construction Costs do not include compensation of the Architect and their consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the Owner, or other costs (including, without limitation, advertising, soil borings and testing) which are paid for by the Owner. Architect has the authority to order testing; however a budget will be established to cover the costs of normal construction materials testing.

After the Construction Documents have been prepared and prior to bidding the Project, the Owner may establish a Fixed Limit of Construction Costs. Once a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and (with approval of the Owner), to determine (with approval of the Owner) what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project (with approval of the Owner) and to include in the Contract Documents alternate bids to adjust the Construction Costs to the fixed limit (with approval of the Owner). Total construction cost shall include alternates.

If a Fixed Limit of Construction Costs is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall: (1) give written approval of an increase in such fixed limit; (2) authorize rebidding or renegotiation of the Project within a reasonable time; (3) if the Project is abandoned, terminate in accordance with this Agreement; or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Costs. (The Architect shall receive no additional compensation for its services in revising the Project scope and quality as provided herein.)

SECTION VIII. FEE FOR BASIC SERVICES

Architect agrees to provide the services called for in this Agreement for a fixed fee of ninety thousand dollars (\$90,000).

SECTION IX. PAYMENTS TO ARCHITECT FOR BASIC SERVICES

Total payments will be allocated to the following phases:

Schematic Design Phase	\$20,000
Design Development Phase	\$20,000
Construction Documents Phase	\$25,000
Bidding Phase	\$ 4,000
Construction Administration Phase	\$21,000

The Contract between the Architect and Owner will be a firm fixed price contract.

The Architect shall invoice the Owner monthly for the percentage of work completed. The Construction Administration Phase work shall be invoiced monthly based upon the duration of the construction. Architect shall submit invoices timely to meet the Owner's required cut-off dates as to effect timely payment. Invoices are due and payable within 30 days of invoice date. Invoices will be e-mailed to the Owner's designated representative or as directed by the Owner.

SECTION X. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services, and include actual expenditures made by the Architect in the interest of the Project, as directed and authorized by the Owner in writing, for the expenses listed below:

1. fees, permits and regulatory approval costs; and
2. Expense of printing and delivery of documents, shop drawings, etc.

Such expenses shall be included on Architect's monthly invoice.

SECTION XI. OWNERSHIP AND USE OF DOCUMENTS

The Owner has purchased the services of the Architect, and is the owner of the work product of the Architect. The drawings, specifications and other documents prepared by the Architect for this Project shall be deemed the property of the Owner for all purposes, and the Owner shall retain all rights thereto. The documents may be used by the Owner for the purposes of use, occupancy, additions, or modifications to the Project or existing facilities, or completion of the Project by others. However, the Owner may not sell the documents, assign the documents, or transfer the documents to another entity for use by that entity. The Owner may provide the documents to any governmental agency or authority having jurisdiction over the Owner's facilities or having the right to review or approve/disapprove such plans and specifications. Architect shall NOT be responsible for modifications in the Documents not made or approved by the Architect.

The Architect shall be entitled to retain copies of the documents, and is given permission hereby to use the documents in its business for the purposes of other projects without the need for payment of compensation to the Owner for said use of the documents. The Architect remains the owner of the copyright.

SECTION XII. TERMINATION, SUSPENSION OR ABANDONMENT

This Agreement may be terminated by either party upon not less than twenty (20) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and fail to adequately cure the breach during the notice period.

This Agreement may be terminated by the Owner upon not less than ten (10) days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving ten (10) days' written notice.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to the termination as its sole remedy.

SECTION XIII. INDEMNIFICATION

The Architect agrees to and shall indemnify and save harmless Burnet County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Architect indemnifies and will indemnify and save harmless the Burnet County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or approaches of or to the facilities within which the occupied premises are located.

SECTION XIV. INSURANCE

Coverage

	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000
Commercial General Liability Coverage:	
General Aggregate Limit	\$1,000,000
(other than Products-Completed Operations)	
Products-Completed Operations Aggregate Limit	Excluded
Personal & Advertising Injury Limit	\$ 500,000
Each Occurrence Limit	\$ 500,000
Fire Damage Limit (any one fire)	\$ 100,000
Medical Expense Limit (any one person)	\$ 5,000
Automobile Liability	
Combined Bodily Injury/Property/Damage	\$1,000,000 ea. accident
Umbrella Policy	\$1,000,000
Professional Liability	
Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

SECTION XV. MISCELLANEOUS

Architect's Accounting Records

Records of Reimbursable Expenses and expenses pertaining to the provision of Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Supporting detail shall be attached to the invoice.

Applicable Law

The laws of the State of Texas shall govern this contract and all interpretations thereof or disputes arising therefrom.

Venue of Disputes

The place of performance of this contract is Burnet County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Burnet County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Burnet County, Texas. Disputes under this Agreement shall be submitted to mediation prior to any other available means of dispute resolution and shall NOT be submitted to arbitration unless the parties agree in a separate written instrument to submit a particular dispute to arbitration.

Warranties

The Architect agrees that all services provided under this Agreement will be consistent with sound architectural and engineering practices and in accordance with the standard of care exercised by other firms practicing under similar conditions. Architect also warrants that to the best of its knowledge and efforts the plans and specifications will comply with all applicable governmental codes, regulations, rules, ordinances and other laws.

No Assignment

Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Successors and Assigns

The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement shall continue to be a binding obligation of the parties and their partners, successors, assigns, and legal representatives.

Extent of Agreement

This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the authorized representative of the Owner and the authorized representative of the Architect.

Jurisdiction

The Texas Board of Architectural Examiners, 333 Guadalupe St Ste 2-350, Austin, TX 78701, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons

registered as Architects in Texas.

This Contract is executed this _____ day of _____, 2024.

"OWNER"

BURNET COUNTY, TEXAS

By: _____

"ARCHITECT"

BURNS ARCHITECTURE, LLC

By: _____

Kenneth C. Burns, AIA, Principal/CEO



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-618929-45568.804JW

Issued: 10/03/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 109975

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
220 S. Pierce Burnet 220 S PIERCE ST BURNET, TX 78611-2200 USA	Burnet County Sheriff's Office - TX 220 S PIERCE ST BURNET TX 78611-2200 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Kristin Davis Phone: (512) 756-8080 Email: kdavis@burnetsheriff.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$78,723.60
ESTIMATED TOTAL W/ TAX	\$78,723.60

Discount Summary

Average Savings Per Year	\$4,379.88
TOTAL SAVINGS	\$21,899.40

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$78,723.60	\$0.00	\$78,723.60
Total	\$78,723.60	\$0.00	\$78,723.60

Quote Unbundled Price:	\$100,623.00
Quote List Price:	\$82,864.80
Quote Subtotal:	\$78,723.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	17	60	\$98.65	\$81.24	\$77.18	\$78,723.60	\$0.00	\$78,723.60
Total							\$78,723.60	\$0.00	\$78,723.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	17	2	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	17	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	17	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	170	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	17	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	17	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	140	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	50	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	140	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	50	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	50	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	140	1	11/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	17	12/01/2024	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2024	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	17	12/01/2024	11/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	17
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	17	11/01/2025	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	11/01/2025	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	17	11/01/2025	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2025	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	220 S PIERCE ST	BURNET	TX	78611-2200	USA
2	220 S PIERCE ST	BURNET	TX	78611-2200	USA

Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	17	\$78,723.60	\$0.00	\$78,723.60
Total				\$78,723.60	\$0.00	\$78,723.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/3/2024



BURNET COUNTY EVENT SPONSORSHIP APPLICATION

EVENT MUST BE OPEN TO THE PUBLIC

NAME OF EVENT: Christmas on the Square

DATE(s) OF EVENT: Dec. 14, 2024

CONTACT PERSON: Allison McKee

MAILING ADDRESS (street, city, state, zip) 101 N. Pierce St. Ste 1, Burnet 78611

BOARD MEMBERS of EVENT/ORGANIZATION (if applicable):

* See attached

PROJECTED ATTENDANCE: 12-14K

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

SPONSORSHIP LEVEL PROPOSAL: (include list of benefits)

Food Court Sponsorship - \$1500 - see attached

ADVERTISING/ MARKETING PLAN: Email campaign. Paid Facebook ads; newspaper ad
Event webpage. Include in utility bills.
Billboard at Seward Junction. Radio promo. Ad in 101 Guide and
Holiday Lights Guide

LIST OTHER SPONSORS PARTICIPATING:

LTX Homebuilders - \$500; Circle S Pest Control - parade sponsor \$1500
Atmos energy \$250, First State Bank \$500

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax. "I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Allison McKee

Print name: Allison McKee

Title: Executive Director Date: 10/17/24



Burnet's Christmas

ON THE Dec. 14 **12-8PM**
SQUARE

**Arts & Crafts Vendors ★ Food Trucks ★ Holiday Entertainment ★ Visit from Santa
Parade ★ Bike Giveaway ★ Kids Zone**

Sleigh Level

\$1,000

Logo on two banners by the snow
Included in newspaper ad
Stand-alone social media post
Verbal recognition from the stage
Logo on event page

Santa Level- \$500

Name on Stage Banner listed first in the largest print
Stand-Alone Social Media Post
Name on Stage Banner
Newspaper mention
Verbal recognition from stage
Listed as sponsor on all bikes
Listed as sponsor on event page

Food Court Sponsor

\$1,500

Exclusive logo on banner
Included in the newspaper ad
Stand-alone social media post
Verbal recognition from the stage
Logo on event page

North Pole Level- \$250

Name on Stage Banner
Newspaper mention
Verbal recognition from stage
Listed as sponsor on all bikes
Listed as sponsor on event page



Gingerbread Level- \$100

Listed as sponsor on all bikes
Listed as sponsor on event page



Elf Level- \$50

Donation to Bicycles



BURNET COUNTY EVENT SPONSORSHIP APPLICATION

EVENT MUST BE OPEN TO THE PUBLIC

NAME OF EVENT: Bertram Country Christmas

DATE(s) OF EVENT: Dec 7, 2024

CONTACT PERSON: Lori Ringstaff

MAILING ADDRESS (street, city, state, zip) PO Box 508, Bertram 78605

BOARD MEMBERS of EVENT/ORGANIZATION (if applicable):

Lori Ringstaff, Damon Beierle, Katy Duke

PROJECTED ATTENDANCE: 2000
Please be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings

SPONSORSHIP LEVEL PROPOSAL: (include list of benefits)

See Attached

ADVERTISING/ MARKETING PLAN:

Advertising through social media, KBay Radio, Pigeon

LIST OTHER SPONSORS PARTICIPATING:

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax. "I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Lori Ringstaff

Print name: Lori Ringstaff

Title: Pres, Bertram Chamber Date: 11/5/2024

POST FUNDING REPORT

Due no later than thirty days after event

Return to Burnet County Tourism Department, 220 S. Pierce St., Burnet, TX 78611

EVENT: _____

ATTACH COPIES OF ADVERTISING/SOCIAL MEDIA POSTS ETC.

ACTUAL ATTENDANCE OF EVENT BY DAY: _____

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

Signature: _____

Print name: _____

Title: _____ **Date:** _____

Bertram Country Christmas



SATURDAY DECEMBER 7, 2024

SANTA'S WORKSHOP SPONSOR \$1,000.00

Includes

Large 2 x 4 Individual Banner
Name on Event Poster
4 free beer mugs and 8 total refills
Website sponsor listing
Social media mentions
Vendor spot for sponsor
Radio mention
Business announced during festival

RUDOLPH SPONSOR \$500.00

Includes

2 x 2 Individual Banner
Name on Event Poster
2 free beer mugs and 4 total refills
Website sponsor listing
Social media mentions
Vendor spot for sponsor
Business announced during festival

MRS. CLAUS SPONSOR \$250.00

Includes

Name on stage banner
Name on Event Poster
Website sponsor listing
Social media mentions
Business announced during festival



Sponsorship opportunities

Santa's Workshop - \$1,000.00

2x4 Individual Banner
Name on event poster
4 free beer mugs & 8 total refills
Website sponsor listing
Social Media mentions
Vendor spot
Radio mentions
Business announced at festival

Name of Business/Organization/Individual:
(Exactly how it should be printed)

Email:

Phone:

Rudolph Sponsor - \$500.00

2x2 Individual Banner
Name on event poster
2 free beer mugs & 4 total refills
Website sponsor listing
Social Media mentions
Vendor spot
Business announced at Festival

Sponsorship Level:

Amount Due:

Mrs. Claus Sponsor - \$250.00

Name on stage banner
Name on event poster
Website sponsor listing
Social Media Mentions
Business announced at Festival





FEDERAL SURPLUS

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 102-37)

- Complete pages 2-7 and return per the instructions at the bottom of this page.
- Page 6 must be signed by your organization's AUTHORIZING OFFICIAL. An "Authorizing Official" is the chief executive or financial officer for the applicant organization with authority to execute legal documents on your organization's behalf.
- Some organizations must submit supporting documentation with the application. See pages 9-12 for details.
- Public/government agencies are eligible. Certain nonprofit organizations, Veterans Service Organizations, Service Educational Activities, volunteer fire/EMS/search & rescue departments and small businesses may also qualify. To determine if your organization may be eligible, please refer to the categories listed on pages 2 and 9-12 or contact us.
- All organizations must reapply every three (3) years.
- INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CONTACT US AT (512) 962-4167 OR federal.surplus@tfc.texas.gov.
- Narrative Forms, Add/Delete Representative Forms, and all other program forms are available for download from the "Forms" section of our website: www.SurplusTexas.gov/federal.
- Instructions for completing page 2:
 - **SECTION I:** Provide the full legal name of your organization and Federal Employer ID #. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number (required), fax number (optional) and an email address (required). E-mail addresses provided will receive notices about program updates, account status, compliance actions, and available property.
 - **SECTION II:** Check the box that best describes your organization's type or primary purpose. If you are unable to determine which box to check, please see pages 9-12 for an explanation of the eligibility requirements for each type of organization or contact our office for assistance.
 - **SECTION III:** Check only one box.
 - **SECTION IV:** Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a description of programs/services and facilities and/or supporting documentation regarding funding source(s). Public agencies (i.e., cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.
 - **SECTION V:** Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501 of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Public/government agencies, small businesses, Veterans Service Organizations, and VFDs are not required to submit documentation for this section.
 - **SECTION VI:** Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. SBA 8(a) and Veteran owned small businesses must submit proof of approval from the SBA. Public/government agencies and VFDs are not required to submit additional documentation for this section.

SUBMIT PAGES 2-7 OF APPLICATION TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 962-4167 FAX: (512) 236-6173
federal.surplus@tfc.texas.gov

For more information about the Federal Surplus Property Program and to view available inventory, please visit: www.SurplusTexas.gov/federal.



FEDERAL SURPLUS

APPLICATION FOR ELIGIBILITY

I. ORGANIZATION NAME & INFORMATION:

LEGAL NAME OF ORGANIZATION (include DBA name if applicable)

FEDERAL EMPLOYER ID (EIN)

STREET ADDRESS (no P.O. Boxes)

CITY

STATE

ZIP CODE

MAILING ADDRESS (if different from above)

CITY

STATE

ZIP CODE

COUNTY

PHONE #

FAX #

FISCAL YEAR END DATE: EMAIL:

II. TYPE/PURPOSE OF ORGANIZATION: (Check the box that best describes your organization. See pages 9-12 for requirements for specific types of organizations.)

- | | | |
|---|--|---|
| ☐ City | ☐ Public School, School District or ESC | ☐ Volunteer Fire Dept., EMS or Rescue Squad |
| ☐ County | ☐ Open-Enrollment Charter School | ☐ Emergency Services District |
| ☐ State Agency | ☐ College or University | ☐ Provider of Assistance to Impoverished Persons |
| ☐ Economic Development or COG | ☐ Child Care Center or Pre-school | ☐ Provider of Assistance to Homeless Persons |
| ☐ Educational Radio or TV Station | ☐ Foster Care or Adoption Services | ☐ Program Funded for Older Americans |
| ☐ Library | ☐ Service Educational Activity (e.g., Scouts) | ☐ SBA 8(a) Business |
| ☐ Museum | ☐ Residential Treatment Center | ☐ Veteran Owned Small Business |
| ☐ Zoo, Planetarium or Aquarium | ☐ Health Center (i.e., clinic, hospital) | ☐ Veterans' Service Organization |
| ☐ Conservation
(i.e., soil, water, or utility district) | ☐ Sheltered Workshop / Vocational
Rehabilitation Program | ☐ Historic Light Station |

III. APPLICANT STATUS: (check one)

- ☐ Public/Government agency (includes public schools & vol. fire depts.) ☐ Small business ☐ Nonprofit organization

IV. SOURCE(S) OF FUNDING: ☐ Tax-supported ☐ Grants ☐ Contributions ☐ Other: _____

V. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? (Required for nonprofit organizations only) ☐ Yes ☐ No

VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED? ☐ Yes ☐ No

(Required for nonprofit education or health organizations, conservation organizations, Veterans' Service Organizations, small businesses, and Service Educational Activities.)

IF YES, BY WHAT AUTHORITY? _____

AUTHORIZED REPRESENTATIVES

- I. All representatives listed in prior applications or account updates will be deleted from the account.
- II. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf.
Authorized Representatives must sign in the "Signature" space below to sign for the release of property.
- III. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the conditions, agreements, certifications, assurances and statements.
- IV. Persons listed below without a signature may visit our warehouses and will receive email notices regarding program updates, account status, compliance actions, and available property, but will not be able to sign for the release of property.
- V. Valid driver's license or state issued photo ID may be required prior to entering state or federal facilities.
- VI. **The Authorizing Official (signing on page 6 of the application) will automatically be included as an Authorized Representative unless indicated below:**

a. _____ (initial here) I, as the Authorizing Official, do NOT want to be an Authorized Representative able to sign for property. (Leave blank if the Authorizing Official should be an Authorized Representative.)

IMPORTANT NOTE REGARDING SIGNATURES: Unauthenticated digital signatures, signature stamps or signature images will not be accepted. A physical signature is preferred. If a physical signature cannot be obtained, we can also accept digital signatures authenticated by a third party such as Docu-Sign or Adobe Acrobat.

<u>FIRST & LAST NAME</u>	<u>TITLE</u>	<u>PHONE & EMAIL ADDRESS</u>	<u>SIGNATURE</u>
(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	

NONDISCRIMINATION ASSURANCE

_____, the donee, agrees that the program for or in connection with
(Legal name of applicant organization)
which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: _____

PAYMENT INFORMATION

Payment is due 30 days from the invoice date. Payment for property must be in the form of a check or credit card from the account of your organization (or parent/charter organization). A "Refund Policy Agreement for Credit Cards" must be signed by the Authorizing Official and submitted prior to the initial transaction. Credit card payments must be made in person at an FSP warehouse for the full amount of the invoice and, the credit card being used must match the name of the donee organization. **State agencies** must pay via Interagency Transaction Voucher (ITV). Our agency code is 303. If you have questions about how to submit a payment, please contact us at 512-962-4167 or federal.surplus@tfc.texas.gov.

NEW ACCOUNTS for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please submit the following with your application:

- A voided check or deposit slip, copy of recent bank statement or letter from bank certifying payment account name. The name on the account must match the name on your application and IRS letter (if applicable). If your organization has a "DBA" that you will be submitting payment under and that is *not* listed on your IRS letter, then you must submit evidence that your "DBA" has been registered with the proper authority.
- If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

ACCOUNT RENEWALS for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please check one of the following:

- ☐ Our organization will continue using the same payment account in our organization's name.
- ☐ Our organization will have a parent organization pay on our behalf.

Name of Parent Organization: _____

Relationship: _____

ALL applicant organizations must provide a payment point of contact who will receive notices regarding overdue payments:

Name: _____ Title: _____

Email: _____ Phone: _____

DONEE CERTIFICATIONS & AGREEMENTS

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, a Veteran-Owned Small Business or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA), the Department of Veterans Affairs (VA) or Small Business Administration (SBA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SEA organizations, or assistance to homeless/impooverished, or assistance to Veterans.

(3) If an SBA 8(a) business or Veteran-Owned Small Business, the business is located and operated within the State, and that it will use the acquired surplus personal property in the normal conduct of its business activities. Personal or non-business use is prohibited.

(4) The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(5) Funds are available to pay all costs and charges incident to donation.

(6) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(7) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donee's race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(8) If an SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use. *Not applicable to Service Educational Activities (SEAs).*

(3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be. SBA 8(a) businesses and Veteran-Owned Small Businesses must also obtain prior approval from SBA in addition to the State agency and GSA.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) **THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) **THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

(i) **THE DONEE UNDERSTANDS** that e-mail addresses provided may receive notices about program updates and available property. **Additionally, information on property donated to your organization, including pictures and service charge(s) paid, may be used by Federal Surplus Property Program for marketing and outreach purposes.**

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as “donees”) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the “original acquisition cost” of the item. The “original acquisition cost” is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program(s) approved for participation in the Federal Surplus Property program.
- All property must be placed into use within one year of the invoice date.
- Property is considered “in use” as soon as it is ready and able to serve its intended purpose.
- The compliance period varies according to item and donee type but is **at least 12 months** from date put into use.
 - For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
 - For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use. *Not applicable to Service Educational Activities.*
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this application, or at other appropriate donee-managed satellite locations in Texas (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location, or from the State of Texas, without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not for personal use; it must be readily accessible to all donee staff.
- Donees are required to complete reports regarding property use as a condition of participating in the program.
- **During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior, written approval of TFC and/or GSA. SBA approval may also be required for small businesses.**
- **If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.**

IMPORTANT NOTE FOR SBA 8(a) APPLICANTS: If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines. Additionally, I understand that I may not have access to certain items – including aircraft or property with an original acquisition cost of \$5,000 or more – if my business is due to graduate from the SBA 8(a) program with insufficient time to cover the entire federally required compliance period for that item.

IMPORTANT NOTE FOR VETERAN OWNED SMALL BUSINESS APPLICANTS: If applying as a veteran-owned small business, I certify that the small business is unconditionally owned and controlled by one or more eligible veterans, service-disabled veterans, or surviving spouses; and the business has registered, and is in “certified” status in the SBA’s VetCert program database under the procedures found in 13 CFR § 128.

IMPORTANT NOTE REGARDING SIGNATURES: Unauthenticated digital signatures, signature stamps or signature images will not be accepted. A physical signature is preferred. If a physical signature cannot be obtained, we can also accept digital signatures authenticated by a third party such as Docu-Sign or Adobe Acrobat.

I certify that the information provided on this application is accurate and up to date to the best of my knowledge. I understand and agree to the terms and conditions listed on pages 2-6 of the “Application for Eligibility” including terms regarding nondiscrimination, property compliance & reporting, and the Certifications & Agreements. I also certify that I have executive authority to execute legal documents on behalf of the applicant organization.

FIRST & LAST NAME (typed or printed)

TITLE

X

SIGNATURE OF AUTHORIZING OFFICIAL

(ex. Chief Executive or Financial Officer, Mayor/City Manager, County Judge, Superintendent, President, Fire Chief)

DATE

DONEE PROPERTY REQUEST LIST

**Section now required*

Donee Organization Name: _____

Please use the checkboxes and lines below to record items desired by your organization.

- | | | |
|---|---|---|
| ☐ Aircraft & aircraft parts | ☐ Boats & marine equipment | ☐ Camping equipment |
| ☐ Cargo trucks | ☐ Clothes, shoes & personal gear | ☐ Electronics |
| ☐ Engines | ☐ Forklifts | ☐ Furniture |
| ☐ Generators & compressors | ☐ Heavy equipment | ☐ Kitchen equipment |
| ☐ Medical equipment & supplies | ☐ Musical instruments & equipment | ☐ Office equipment & supplies |
| ☐ Passenger vehicles | ☐ Rescue & safety equipment | ☐ Storage, containers & shelters |
| ☐ Tanks & pumps | ☐ Tools & shop equipment | ☐ Trailers |
| ☐ Vehicle parts & accessories | ☐ Other (please be as specific as possible (e.g., make, model, size, type, etc.) | |

Who should we contact when the requested property becomes available?

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

DONEE FEEDBACK SURVEY

Completing this section is optional but highly encouraged

How did you hear about us?

- ☐ Co-worker ☐ VA ☐ SBA ☐ Email broadcast ☐ From another similar organization
- ☐ At an event (please specify): _____
- ☐ Other (please explain): _____

Where would you prefer to shop? ☐ San Antonio Warehouse ☐ Fort Worth Warehouse ☐ Both

How do you prefer to shop? (check as many as you like)

- ☐ Looking at the "New Arrivals & Specials" email broadcasts ☐ Browsing our online inventory
- ☐ In-person at the warehouse

What attracted you to using the FSP program (when compared to buying brand new)? (check as many as you like)

- ☐ Low fees ☐ Variety/type of items available ☐ Ability to submit requests
- ☐ Convenience/quicker process compared to your organization's traditional purchasing process
- ☐ Level of customer service/past positive experience with Federal Surplus Property Program
- ☐ Only option due to limited budget ☐ Other (please explain) _____



FEDERAL SURPLUS

REFUND POLICY AGREEMENT FOR CREDIT CARDS

Submitting this page with your organization's application is optional and can be submitted at any time prior to making credit card payments.

The Federal Surplus Property Program has recently received approval to accept credit card payments from our donee organizations. We are excited to offer our donees an additional option for making payments for invoices and hope that this added ability will benefit your organization.

NOTE: The physical credit card being used must match the name of the donee organization.

Donee Account Name

This agreement must be signed by the donee's Authorizing Official prior to making any credit card payments. Once completed, this form will be uploaded to the donee's account and added to their eligibility file.

I understand that credit card payments will only be accepted in person at one of the federal surplus warehouses and no credit card refunds will be given for returns of property paid for by credit card. Credit towards other invoices will be available. **There are no exceptions to this policy.** If you do not wish to sign this agreement, you may continue to make payments with a check in your organization's name.

FIRST & LAST NAME

(Printed or typed)

TITLE

SIGNATURE OF AUTHORIZING OFFICIAL

*(e.g., Chief Executive or Financial Officer,
Mayor/City Manager, County Judge, Superintendent,
President, Fire Chief)*

DATE

FORT WORTH WAREHOUSE

2826 North Beach Street
Fort Worth, TX 76111
Phone: (817) 831-6767
Fax: (817) 838-6428
fortworth.surplus@tfc.texas.gov

SAN ANTONIO WAREHOUSE

2103 Ackerman Road
San Antonio, TX 78219
Phone: (210) 661-2381
Fax: (512) 236-6186
sanantonio.surplus@tfc.texas.gov

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation.
Questions? Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Government or Public Agency

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are NOT required to submit any additional documentation.
3. Other public agencies must submit proof of public agency status (i.e., charter or statute creating agency or evidence of tax-supported status) and/or a narrative describing the services provided by agency. See other categories listed below for details.

Emergency Services District

1. Required additional documentation that must be submitted with application:
 - a. Narrative that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. geographical area(s) covered; and
 - iii. training schedule.
 - b. Proof of Public Agency Status (i.e., election results, charter, enabling legislation, reference in state or local law, organizing document, or other evidence of approval by proper government authority or tax-supported status).
(Required for initial application; may not be required for account renewal if still on file.)

Volunteer Fire Department, Search & Rescue, or Emergency Medical Services

1. To be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. "Funding" may be in the form of monetary support or the provision of other support (e.g., facilities, vehicles/equipment). Must submit funding information annually.
2. Required additional documentation that must be submitted with application:
 - a. Narrative that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. geographical area(s) covered; and
 - iii. training schedule.
 - b. Evidence that department is endorsed by AND receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (e.g., county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
 - c. Signed articles of incorporation, bylaws, charter or other organizing document (*optional*).

Conservation (includes both public agencies and nonprofits)

1. Includes soil, water, irrigation, and utility districts, and nonprofit water supply corporations. Must be a public agency (i.e., city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application: (Required for initial application. May not be required for account renewal if still on file.)
 - a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e., Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or creation documentation/charter/enabling legislation).
 - b. (*Nonprofits only*) IRS letter certifying tax-exempt status. Signed articles of incorporations, bylaws, or other organizing document (*optional*).

Health Organization (Public Agency)

1. Required additional documentation that must be submitted with application:
 - a. Proof of Public Agency Status (e.g., election results, charter, enabling legislation, reference in state or local law, organizing document, or other evidence of approval by proper government authority or tax-supported status). (*Required for initial application; may not be required for account renewal if still on file.*)
 - b. Narrative about agency, including:
 - i. description of services provided;
 - ii. number and type of patients served;
 - iii. location and description of facilities, including number of beds (if applicable);
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - v. list of key staff and their qualifications.

SBA 8(a) Business

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program. **IMPORTANT NOTE:** Some terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for its complete terms and conditions.
2. Required additional documentation that must be submitted with initial application (*not required for account renewal*):
 - a. Letter from U.S. Small Business Administration certifying membership in 8(a) Business Development Program.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation.
Questions? Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Service Educational Activity

1. The following Service Educational Activities are eligible: American National Red Cross, Armed Services YMCA of the USA, Big Brothers/Big Sisters of America, Boys & Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, and League/Marine Corps League.
2. Required additional documentation that must be submitted with application:
 - a. Proof of association with the national organization (e.g., Charter from Boy Scouts of America).

Education Organization (Nonprofit) **Public schools & colleges should see the Government or Public Agency category on page 8.*

1. This category includes charter schools, private schools, research organizations, child care centers and vocational rehabilitation programs/ sheltered workshops receiving grants from Texas Workforce Commission to train persons with physical or mental disabilities.
2. Must be accredited or approved by nationally recognized accrediting agency (i.e., Texas Education Agency, Texas Private School Accreditation Commission, Southern Association of Colleges & Schools' Commission on Colleges, Texas Department of Family and Protective Services or Texas Workforce Commission) or the current recipient of research grants by a recognized authority (e.g., National Institute of Education) or a similar national advisory organization.
3. Required additional documentation that must be submitted with application:
 - a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
 - b. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. (Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)
 - c. Narrative about organization, including:
 - i. course/degrees offered;
 - ii. current enrollment;
 - iii. description of facility and location;
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time);
 - v. list of key staff and their qualifications; and
 - vi. criteria for admission including any religious requirements, (must be accepting of all faiths to be eligible).
 - d. Financial information (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
 - e. Signed articles of incorporation, bylaws, charter or other organizing document (*optional*).
 - f. List of additional research grants awarded (*optional*).

Provider of Assistance to Impoverished Persons (Nonprofit)

1. Services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be primary function. If applicant operates a broad spectrum of programs through which assistance to impoverished is peripheral and incidental, the applicant is not eligible. If located in or around a religious facility, food banks must have a direct entrance not requiring entrance through a place of worship to be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, include brief explanation. (*Required for initial application; may not be required for account renewal if still on file and name/address has not changed.*)
 - b. Public Recognition as an Impoverished Assistance Provider. Please provide letter from a chief public official (Mayor, City Manager, County Judge, County Commissioner, State Representative, or the head of a public agency) indicating services provided. The letter must be on letterhead, signed and dated, and the name must match the IRS document. It also must indicate that assistance to impoverished persons is the organization's primary focus.
 - c. Narrative about organization, including:
 - i. complete description of services (assistance to impoverished must be primary mission);
 - ii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. requirements for clients to be eligible to receive services, including any required fees;
 - iv. description of facilities;
 - v. hours/days of operation;
 - vi. description of funding source(s) with supporting documentation, (e.g., latest annual financial statement, tax return, year-end bank statement, or budget);
 - vii. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - viii. list of key staff and their qualifications.
 - d. Description of how the organization determines eligibility to receive assistance and if that person is impoverished. Organization's primary function must be to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line as defined in section 673 of the Community Services Block Grant Act (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
 - e. Proof of current accreditation, approval or licensing if appropriate (e.g., child care or medical/health center).
 - f. Signed articles of incorporation, bylaws, charter or other organizing document.
 - g. Brochures (or other printed materials) or link to website (*optional*).

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation. Questions?
Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Provider of Assistance to Homeless Persons (Nonprofit)

1. Examples of eligible programs include:
 - a. Overnight, daytime and around-the-clock shelters, including shelters for battered spouses, abused children, and orphans; *(Child care/day care centers should see "Education Organization (Nonprofit)" category.)*
 - b. Foster care and adoption agencies;
 - c. Transitional housing for temporary residence of parolees, or persons with mental health or addiction issues; and
 - d. Food banks that provide food directly to facilities where homeless people are fed. If located in or around religious facility, food banks must have direct entrance not requiring entrance through place of worship.
2. Services to homeless persons must be the primary mission. Applicants who operate a broad spectrum of programs through which assistance to homeless persons is peripheral and incidental are not eligible.
3. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
 - b. Public Recognition as a Homeless Assistance Provider. Please provide letter from a chief public official (Mayor, City Manager, County Judge, County Commissioner, State Representative, or the head of a public agency) indicating services provided. The letter must be on letterhead, be signed and dated, and the name must match the IRS document. It also must indicate that assistance to homeless persons is the organization's primary focus.
 - c. Narrative about organization, including:
 - i. complete description of services provided (assistance to homeless must be primary mission);
 - ii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. requirements for clients to be eligible to receive services, including any required fees;
 - iv. description of facilities;
 - v. hours/days of operation;
 - vi. description of funding source(s) with supporting documentation (e.g., latest annual financial statement, tax return, year-end bank statement, or budget);
 - vii. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - viii. list of key staff and their qualifications.
 - d. Proof of current accreditation, approval or licensing if appropriate (e.g., child care or medical/health center);
 - e. Signed articles of incorporation, bylaws, charter or another organizing document;
 - f. Brochures (or other printed materials) or link to website *(optional)*.

Provider of Assistance to Older Individuals (Nonprofit)

1. Includes adult day care, multi-purpose senior centers, and social, transportation, nutrition or legal services.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
 - b. Certification establishing that applicant is receiving state, federal or local government funds for operation of program under the Older Americans Act of 1965, Title IV or Title XX of the Social Security Act, Titles VIII and X of the Economic Opportunity Act of 1964, or Community Services Block Grant Act.
 - c. Narrative about organization, including:
 - i. description of services provided;
 - ii. description of facilities;
 - iii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - v. list of key staff and their qualifications.
 - d. Proof of current accreditation, approval or licensing if appropriate (e.g., medical center).
 - e. Signed articles of incorporation, bylaws, charter or other organizing document *(optional)*.

Health Organization (Nonprofit)

1. Includes, but not limited to, hospitals, clinics, residential treatment centers, rehabilitation facilities, and blood/tissue banks.
2. Required additional documentation that must be submitted with application:
 - b. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
 - c. Narrative about organization, including:
 - i. description of services provided;
 - ii. number and type of patients served;
 - iii. location and description of facilities, including number of beds (if applicable);
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - v. list of key staff and their qualifications.
 - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency (i.e., Health & Human Services Commission, Dept. of State Health Services) OR research grant from National Institutes of Health or similar national advisory organization.
 - e. Financial information, (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
 - f. Signed articles of incorporation, bylaws, charter or other organizing document *(optional)*.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation. Questions? Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Museum, Library, Nature Center, Planetarium, Aquarium or Zoo

1. Must be open to the public, and, at minimum, accede to any request submitted for access during “business hours” (interpreted to be approximately 9:00 am to 4:00 pm, although reasonable variation from these hours may be considered due to individual circumstances, such as a museum located in a commercial location with strict business hours, or restrictions based on zoning or other state or local ordinances). Exhibits must be primary focus and must not be incidental to the primary function of the institution. Also, must have a minimum of one full-time staff member or the equivalent (i.e., one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)*
 - b. Narrative about organization, including:
 - i. description of type(s) of exhibits & location(s);
 - ii. staff roster, including name of curator (or equivalent) whose primary job is to care for the museum and its exhibits, and average number of hours each staff member works per week (may be volunteer or paid);
 - iii. days and hours open to the public;
 - iv. admission fee (if any);
 - v. description of the local community and population served by the museum; and
 - vi. square footage of the museum.
 - c. Pictures of exhibits, exhibit signage, facilities, and posted hours of operation.
 - d. Signed articles of incorporations, bylaws, charter or other organizing document.
 - e. Financial information (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
 - f. Museum Access Agreement. Available for download from "Forms" section of our website: www.SurplusTexas.gov/federal.
 - g. Brochures, pamphlets, website, or other promotional materials *(optional)*.
 - h. Organizational Memberships *(optional)*.

Veterans' Service Organization

1. The Department of Veterans Affairs maintains a searchable database of recognized Veterans Service Organizations. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
2. Required additional documentation that must be submitted with application:
 - a. Narrative about organization, including:
 - i. description of services provided;
 - ii. percentage of membership comprised of veterans; and
 - iii. facility information & location.
 - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013. See Dept. of Veterans Affairs' website for complete list: <http://www.va.gov/ogc/apps/accreditation/index.asp>. *(Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)*

Veteran Owned Small Business

1. Business must be registered and in “certified” status in the U.S. Small Business Administration’s (SBA) VetCert program database found at <https://veterans.certify.sba.gov/>.
2. Business must be approved for operations in Texas.
3. Required additional documentation that must be submitted with application:
 - a. Narrative about the business, including:
 - i. description of services provided and/or products sold;
 - ii. description of customers served (e.g., direct to consumer, business to business, government);
 - iii. address of location(s). If multiple locations, description of each location, including which location is primary;
 - iv. number of employees;
 - v. list of key staff and their roles; and
 - vi. website/social media *(optional)*.

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

23.

Meeting Date: 11/12/2024

Subject

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

- a. Negotiation and award of the Competitive Sealed Proposal (CSP) 25-4090-01 Burnet County Annex Renovation/Expansion (Oakley)
 - b. Approve going out for advertisement on bids for the auditorium portion of the agri life building (Oakley)
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