



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

Vacant Judge
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

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

AMENDED

REGULAR SESSION MEETING DATE: Tuesday MARCH 11, 2025

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Discussion and/or action regarding a Proclamation recognizing Donald Fawcett Day (Beierle)

Attachments
Donald Fawcett Day
5. Discussion and/or action regarding an update on the Wirtz Dam Bridge project (Dockery)
6. Presentation and discussion from EMC Derek Marchio regarding measles cases and a fire weather update (Dockery)
7. Discussion and/or action regarding amending payroll procedures to include automatically adding Holiday Leave for dispatch employees to bring their regular scheduled work week hours up to 40 hours/week (Beierle/Crownover)
8. Discussion and/or action regarding amending payroll procedures to include automatically adding Holiday Leave for Jailers and Sheriff's Office patrol deputies to equal 86 regular hours (Beierle/Crownover)
9. Discussion and/or action regarding :
 1. The approval of the purchase of the HART Intercivic Ballot on Demand voting system (attached contract "Burnet Co Tx 020425 Verity Master Agreement DRAFT.pdf)
 2. The Resolution Opposing Elimination of the County Wide Voting Program currently being used in Burnet County, to be sent to legislation (attached "Resolution Opposing Elimination of CWPP - Jan2025.docx")

Attachments

Hart Intercivic Agreement
Resolution Opposing Elimination

10. Discussion and/or action to approve the request for JP1 Technology Funds to be used for Tyler Technology Virtual Workshop Trainings in an amount not to exceed to \$1,650.00 (Beierle)

Attachments
JP 1 Technology request

11. Discussion and/or action regarding Population of Election Precincts in Burnet County (attached code precinct population) (Dockery)

Attachments
Election code

12. Discussion and/or action to schedule the Employee Appreciation Spring Picnic (Beierle)

13. Discussion and/or action regarding a letter of support for the Head Start Program (Beierle)

Attachments
letter of support for head start

14. Discussion and/or action regarding The Texas Association of Counties Risk Management Pool Property Insurance renewal. Coverage period 7/1/25 - 7/1/26 (Beierle)

Attachments
Property Renewal

15. Discussion and/or action regarding The Texas Association of Counties Risk Management Pool Liability Contribution & Coverage Renewal. 4/1/25-4/1/26 (Beierle)

Attachments
Proposed liability coverage

16. Discussion and/or action regarding budget inner departmental line item transfers (Beierle)

Attachments
Line item transfers

17. Discussion and/or action regarding the process for appointing a County Health Authority or the appointment of a County Health Authority. (Beierle)
A. EXECUTIVE SESSION: The Commissioners Court of Burnet County reserves the right to adjourn into executive session to discuss legal requirements, implementation and authorization of the Texas Health and Safety Code, Sections 121.128 and Chapter 81, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney)

18. Discussion and/or action regarding the modification of the selection process for appointing a County Judge previously outlined and approved by the Burnet County Commissioners Court. (Beierle)
 - A. EXECUTIVE SESSION: The Commissioners Court of Burnet County reserves the right to go into executive session as authorized under 551.071 of the Texas Government Code (Attorney Consultation) in order to consult with legal counsel regarding law on the selection of an official by a commissioners court.
19. Discussion and/or action in selecting the Burnet County Judge by the majority vote of the Burnet County Commissioners Court (Beierle)
 - A. EXECUTIVE SESSION:
 - (1) The Commissioners Court of Burnet County reserves the right to go into executive session as authorized under 551.071 of the Texas Government Code (Attorney Consultation) in order to consult with legal counsel regarding law on the selection of an official by a commissioners court.
 - (2) The Burnet County Commissioners Court reserves the right to go into executive session as authorized under 551.074 of the Texas Government Code (Personnel Matters) to deliberate the appointment of a Burnet County Judge.
20. Discussion and/or action for the authorization of payment of claims previously approved by the County Auditor (Beierle)
21. Discussion and/or action regarding FY25 Budget Amendments (Beierle)
22. Discussion and/or action regarding Departmental asset transfers (Beierle)
23. Discussion and/or action regarding Department Updates:
24. Acknowledgment of Receipt:
 - a. TCEQ Permit No. WQ0010654003
 - b. Texas Materials Preliminary Agency Consultation Letter
 - c. MIS Summary
 - d. ESD #1 Financial Statement for year end Sept. 2024
 - e. ESD #9 Financial Statement for year end Sept. 2024
 - f. ESD #7 Financial Statement for year end Sept. 2024
 - g. ESD #3 Financial Statement for year end Sept. 2024
 - h. TCEQ Permit Registration Number 176835 (Rock Crushing Plant)
 - i. Railroad Commission of Texas Hearing Division Notice
 - j. The Carlton Law Firm, PLLC, ESD #7 Sales and Use Tax Election letter of notice

Attachments
TCEQ permit
Surface transportation board
MIS Summary
ESD 1 Report
ESD 9 report
ESD 7 Report
ESD 3 Report
TCEQ Rock Crushing Plant

Railroad Notice
The Carlton Law Firm letter

25. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
- a. Approval of signatures on required paperwork with Net Solutions for installing panic buttons for the Main Courthouse, JP1 Office, North Annex, South Annex, and the Old jail
 - b. Inmate Housing Agreement with Bell County
 - c. Vetride Agreement between Llano County for services in an amount not to exceed \$6,500.00
 - d. Amendment No. 2 to Jail Inmate Food Service Contract with Aramark Correctional Services, LLC for CPI Increase
 - e. Sponsorship application for May Fest for \$750 to be paid out of Hotel/Motel Fund
 - f. Contract between The 1 Community and Burnet County Tourism in an amount not to exceed \$1,500.00 per month for March 2025-August 2025
 - g. Proposal from Architexas for Architectural Services for limited waterproofing and material displacement work at the Burnet County Courthouse
 - h. Contract with Hood County for the housing of inmates in the Burnet County Jail
 - i. Approve the Flock Group, Inc. contract in an amount not to exceed \$44,000.00 during the 24 month term
 - j. LEVY Services
 - k. Contract labor agreement with DIJ Construction for striping on CR 409
 - l. Contract agreement with Deckard Technologies specializing in monitoring short term rental compliance

Attachments

Net Solutions agreement

Bell County Inmate housing

Llano Vetride

Food Amendment

May fest

Community 1 Contract

Architect Svcs

Architexas

Hood County Inmate

Flock Safety

Agreement for Flock

Work Order for DIJ CR 409

Deckard agreement

26. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
- a. Award bid 25-6100-05 Black Base
 - b. Award bid 25-6100-04 Cold Mix
 - c. Award the E-rate bid for Burnet County Library Systems Internet
27. Calendar Review.

28. Adjournment

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

Posted by 5:00 o'clock P.M. on the 6th day of March, 2025
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

4.

Meeting Date: 03/11/2025

Subject

Discussion and/or action regarding a Proclamation recognizing Donald Fawcett Day (Beierle)

Attachments

Donald Fawcett Day

Proclamation
honoring
Donald Fawcett

Whereas, Donald Fawcett was a lifelong dedicated servant to residents of the City of Burnet and all of Burnet County; and

Whereas, Donald wore many hats during his time here. He raised a wonderful family with his wife Bonnie, served his Country in the US Air Force, delivered milk to Camp Longhorn for 58 years, cooked for everyone from fundraisers to weddings, cooked for PEC, drove the after-school bus for First Baptist Church of Burnet, was the best custom fire wood cutter in the State, and so much more; and

Whereas, Donald loved and supported the Burnet Bulldogs. He attended home and away games sporting his tan coveralls and green hat, cooked for the coaches every Friday game day, cooked hamburgers for public school week, and provided class rings to students that could not afford them. He was famous for his yearly collaboration in the Convocation videos; and

Whereas, Donald Fawcett truly exemplifies the noble endeavor to leave a place better than when found and in doing so, inspires all of us to do the same. He was recognized as Burnet Honor Citizen and received many Masonic Lodge honors over the years. He loved delivering Mother's Day candy to widows for 20 years; and

Whereas, Donald was known for many things. He can be coined with starting the slogan, "It's Burnet Durnet Can'tcha Learnit." The words "Chocolate Milk" mean something completely different to those children in Donald's past because he purchased chocolate milk for any child who wanted one. "Donald's Fried Fish" was like no other and often meant a large crowd was gathering.

Now, Therefore, The Burnet County Commissioners Court, in recognition of the continuous service of Donald Fawcett, do gladly hereby proclaim the 29th day of March, 2025 as

"DONALD FAWCETT DAY OF SERVICE"

in the County of Burnet and encourage all citizens to applaud Donald for his dedicated service to our community.

Commissioner Pct. 1, Jim Luther

Commissioner Pct. 2, Damon Beierle

Commissioner Pct. 3, Chad Collier

Commissioner Pct. 4, Joe Don Dockery

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Regular Session

9.

Meeting Date: 03/11/2025

Subject

Discussion and/or action regarding :

1. The approval of the purchase of the HART Intercivic Ballot on Demand voting system (attached contract "Burnet Co Tx 020425 Verity Master Agreement DRAFT.pdf)
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-

Attachments

Hart Intercivic Agreement

Resolution Opposing Elimination



VERITY

MASTER AGREEMENT

This Master Agreement ("**Agreement**"), entered into effective as of _____, 202__ ("the **Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. "**Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Customer

Jurisdiction: Burnet County, TX

Name: Burnet County Elections

Address: 106 W Washington St.
Burnet, TX 78611

Phone: (512) 715-5288

Facsimile: (512) 715-5287

E-mail: _____

Executed By: _____

Name: _____

Title: _____

Hart

Hart InterCivic, Inc.

PO Box 80649

Austin, Texas 78708-0649

Attn.: Julie Mathis, CEO

800-223-4278

800-831-1485

jmathis@hartic.com

Julie Mathis

President & CEO

This Agreement is not effective until executed by both parties.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified as the "Initial Annual Fee" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Annual Fee.** The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.5. **Late Fees.** Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. HARDWARE SPECIFIC TERMS

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Hart Voting System Equipment Pick-Up.** If Customer has legacy Hart Voting System (HVS) equipment, Hart will pick up and salvage all HVS voting devices, computers, and peripherals at no cost to Customer. Customer may retain databases and reports stored on such equipment solely to comply with record retention policies. Customer may retain minimal necessary computers and copies of legacy software for access to records retention databases. Customer agrees to remove all HVS software from all retained computers at the close of the records retention period. Upon request, Customer will provide Hart with written certification that such software has been deleted.
- 4.3. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.4. **Installation.** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.
- 4.5. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2020) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.
- 4.6. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

5. SOFTWARE SPECIFIC TERMS

- 5.1. **License**. Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software.
- 5.2. **Records and Audit**. Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.
- 5.3. **Restrictions**
- 5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.
- 5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.
- 5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 5.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

7. PROPRIETARY RIGHTS

- 7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.
- 7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.
- 7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

8. SOFTWARE SUPPORT SERVICES

- 8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.
- 8.1.1. **Software Support Services.** Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

9. WARRANTY AND EXTENDED WARRANTY

- 9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.
- 9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty

period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

10. PROFESSIONAL SERVICES

10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. REPRESENTATIONS AND WARRANTIES

11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. CUSTOMER RESPONSIBILITIES

12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements.

12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with

applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

- 12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. TERM AND TERMINATION

13.1. Term.

- 13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.
- 13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.
- 13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. Renewals.

- 13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.
- 13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.
- 13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. Termination.

- 13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.3.2. *By Customer.* Customer may terminate this Agreement, a Product order, or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.3, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

14. CONFIDENTIALITY

- 14.1. **Definition.** "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.
- 14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them,

and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

- 14.3. **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 14.4. **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. INDEMNIFICATION

- 15.1. **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.
- 15.2. **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.
- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.
- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES

ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

- 16.3. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

17. DISPUTE RESOLUTION

- 17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").
- 17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.
- 17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. GENERAL PROVISIONS

- 18.1. **Entire Agreement.** This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.
- 18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

- 18.5. **Force Majeure.** “Force Majeure” means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, “Force Majeure” will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer’s performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.
- 18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer’s consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.
- 18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent. Hart’s employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer’s employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.
- 18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5th) business 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 party’s address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Attorneys’ Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that party may be entitled.
- 18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart’s private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

Exhibit A

Schedule A or Customer Signed Quote for Initial Order

Item	Description	Unit Price	Quantity	Total Price
Verity Scan	Digital ballot scanner	\$6,370.00	46	\$293,020.00
Verity Ballot Box	Ballot box w/ transport bag and privacy screens for use with Verity Scan		46	
Verity Touch Writer w/ Access	Ballot marking device with accessibility	\$5,500.00	46	\$253,000.00
Verity Accessible Booth	Wheelchair-accessible voting booth w/ transport bag and privacy screens included with Verity Touch Writer w/ Access		46	
Brother HLL6400DWVS Printer	Laser printer included with Verity Touch Writer for ballot printing		46	
Printer Stand	Small table for printer included with Verity Touch Writer		46	
Verity Print	Paper ballot printing unit	\$6,100.00	46	\$280,600.00
Brother HLL6400DWVS Printer	Laser printer included with Verity Print for ballot printing		46	
Verity Build	Verity Build software; includes Verity Data	\$30,000.00	1	\$30,000.00
Verity Central	Verity Central software	\$35,000.00	1	\$35,000.00
Verity Count	Verity Count software	\$12,000.00	1	\$12,000.00
Verity Workstation	Workstation for Verity software w/ 5-year warranty	\$5,900.00	2	\$11,800.00
24" Flat Panel Monitor	Monitor for use with Verity Workstation		2	
Brother HLL6400DWVS Printer	Laser printer w/ toner cartridge for report printing	\$795.00	1	\$795.00
Canon DR-G2110 Central Scanner	Central ballot scanner w/ 1-year warranty (preventative maintenance sold separately)	\$7,500.00	1	\$7,500.00
Okidata C931e Printer	Ballot printer w/ starter cartridges (1 year warranty)	\$6,995.00	1	\$6,995.00
Toner Cartridge, Okidata C931e, Black	Black toner for Okidata C931e printer	\$215.00	1	\$215.00
vDrive	Flash memory card/audio card for use with Verity devices	\$66.00	220	\$14,520.00
Verity Key	Electronic security token	\$109.00	5	\$545.00
Verity Ballot Box Lock Kit	Secondary lock kit for Verity Ballot Box	\$23.00	46	\$1,058.00
Verity Voting Device Battery	Rechargeable battery for Verity voting device	\$140.00	15	\$2,100.00
Battery Charger, 6 Bay	6-bay charger for Verity voting device battery	\$704.00	3	\$2,112.00
Ballot Transport Bag on Wheels	Bag with wheels for removal and transport of ballots from ballot box	\$150.00	46	\$6,900.00
New Implementation Services	Includes training, acceptance testing, project management, and on-site support for the first election on the Verity voting system. Additional services, if required, must be purchased separately.	\$32,000.00	1	\$32,000.00
License and				



Quote Number	00013037
Account Name	Burnet County, TX
Grand Total	\$856,756.00

Support	Annual license and support fee	\$38,546.00	1	\$38,546.00
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Subtotal	\$1,028,706.00
Shipping and Handling (Estimated)	\$8,050.00
Solution Price	\$1,036,756.00
Special Discount	(\$180,000.00)
Grand Total	\$856,756.00

Bill To 220 S Pierce St.
Burnet, TX 78611

Ship To 106 W. Washington St.
Burnet, TX 78611

Customer Contact

Contact Name	Doug Ferguson	Email	dferguson@burnetcountyelections.com
		Phone	(512) 715-5288

General Information

Expiration Date	3/3/2025	Instructions	Please fax with signature to (512) 252-6921 or scan and email to fliston@hartic.com to order.
Payment Terms	Net 30		

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.
Delivery includes removal and salvage of customer's existing voting system at no extra charge.
Please note: Shipping & Handling charges listed are estimates only. Due to global supply chain and delivery issues, actual shipping & handling charges may be significantly higher. Pricing subject to inventory availability at time of quote execution and acceptance.
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By	Felice Liston	Title	Vice President, Sales
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Signature 

Customer Approval

Name: _____ Title: _____

Customer Approval: _____ Date: _____

Exhibit B

Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	hartsupport@hartic.com
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

(The rest of this page has been intentionally left blank.)

Exhibit C

Definitions

“*Hart*” means Hart InterCivic, Inc., a Texas corporation.

“*Verity Access*™” means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

“*Verity Print*™” means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker’s selection of the voter’s ballot style or precinct on the Verity Print interface.

“*Verity Controller*™” is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

“*Verity Scan*™” means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

“*Verity Election Office*” means Hart InterCivic’s software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

“*Verity Touch*™” means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

“*Verity Touch Writer*™” means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter’s selections on the electronic interface or the Verity Access ATI controller.

“*Verity Voting*” means Hart InterCivic’s family of voting system components designed to conform to federal voting system standards.

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Exhibit D

HART PROPRIETARY SOFTWARE AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription may include the following. Actual software and firmware licensed is indicated in the quote or response associated with this Agreement:

[illegible]

Licensed Location is the jurisdiction named on the signature page of this Agreement. Any future releases or updates to the software versions listed above will be documented in Hart Release Notes and Version Verification documents. Such releases and updates shall be considered Hart Proprietary Software licensed under this Agreement.

Software Sublicensed to Customer via annual subscription:

None

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RESOLUTION

OPPOSING THE ELIMINATION OF THE COUNTYWIDE POLLING PLACE PROGRAM

WHEREAS, Burnet County has participated in the Countywide Polling Place Program since 2020, utilizing 20 voting precincts and 19 polling locations; and

WHEREAS, many constituents benefit from the ability to vote on Election Day at a polling location of their choice without having to adjust their work schedules, thanks to the Countywide Polling Place Program; and

WHEREAS, the implementation of the Countywide Polling Place Program has contributed to a reduction in the number of provisional ballots in Burnet County; and

WHEREAS, the requirement for precinct-based voting locations in Burnet County poses significant expenses and hardships for both the county and its constituents, as not every voting precinct has public buildings available for polling sites, and private facilities are not obligated to allow their use; and

WHEREAS, the Texas Legislature has authorized the use of electronic poll books under Texas Election Code Section 31.014, which enable voters to sign in electronically while verifying their identity with official identification, and confirming that they have not already voted via absentee ballot or at another polling location, thus dramatically reducing voter fraud and improving wait times for voters; and

WHEREAS, electronic ballot marking devices allow voters to cast their ballots with the assistance of electronics on a physical ballot. These devices do not store or tabulate votes but enable voters to review their choices before submitting their ballot, providing reassurance that their vote is recorded accurately; and

WHEREAS, the National Disability Rights Network (NDRN) asserts that any state or jurisdiction that ends the use of accessible voting systems is in violation of existing laws and may face significant litigation risks. The Americans with Disabilities Act (ADA)

recognizes that hand-marked ballots are not accessible and do not enable voters with disabilities to cast a private and independent vote; and

WHEREAS, all Texas counties that use electronic poll books and electronic ballot marking devices are required by law to obtain approval and annual certification from the Secretary of State to ensure the security of the voting process for the public; and

WHEREAS, the Commissioners Court of Burnet County believes that reverting to precinct-based voting would negatively impact the voting community, decrease voter turnout, and potentially disenfranchise a significant number of voters, including those with disabilities; and

NOW THEREFORE, BE IT RESOLVED, that the undersigned elected officials oppose any efforts by the Texas Legislature to eliminate countywide polling places, electronic poll books, and electronic marking devices.

PASSED AND APPROVED this _____ day of _____, 2025.

(Vacant)
COUNTY JUDGE

Jim Luther, Jr
COMMISSIONER PCT #1

Damon Beierle
COMMISSIONER PCT #2

Chad Collier
COMMISSIONER PCT #3

Joe Don Dockery
COMMISSIONER PCT #4

ATTEST:

Vicinta Stafford
COUNTY CLERK

Doug Ferguson
ELECTIONS ADMINISTRATOR

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

10.

Meeting Date: 03/11/2025

Subject

Discussion and/or action to approve the request for JP1 Technology Funds to be used for Tyler Technology Virtual Workshop Trainings in an amount not to exceed to \$1,650.00 (Beierle)

Attachments

JP 1 Technology request



JUDGE ROXANNE NELSON

Justice of the Peace, Precinct 1
220 S. Perce Street, Ste. 011
Burnet, Texas 78611
Phone: 512-756-5421
jppct1@burnetcountytexas.org

February 26, 2025

Burnet County Commissioner's Court
Burnet, Texas

Re: Agenda item for consideration

Dear Commissioners' Court:

Please consider my request for the following expenses to be paid out of JP#1 Technology Fund:

Tyler Technologies Virtual Workshops (in lieu of attending in-person Tyler Conference)

June 3 rd -Forms Basics Workshop	370.00
June 4 th -Advanced Forms Workshop	370.00
July 15 th -Financial Basics Workshop	185.00
July 29 th -30 th -Introduction to Case Manager 2-Day Workshop	540.00
August 21 st -Advanced Financial Actions Workshop	185.00
Total cost for all virtual workshops	1650.00

Melissa and I will both be utilizing this opportunity to learn virtually.

I thank you in advance for your approval of these expenses.

Respectfully,

Roxanne Nelson

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

11.

Meeting Date: 03/11/2025

Subject

Discussion and/or action regarding Population of Election Precincts in Burnet County (attached code precinct population) (Dockery)

Attachments

Election code

Sec. 42.031. REVIEWING PRECINCTS FOR COMPLIANCE: BOUNDARY CHANGES. (a) During March or April of each odd-numbered year, each commissioners court shall determine whether the county election precincts comply with Sections 42.005, 42.006, and 42.007. The commissioners court may make that determination during March or April of an even-numbered year. Before May 1 of the year in which the determination is made, the commissioners court shall order the boundary changes necessary for compliance.

Sec. 42.005. RELATIONSHIP TO DISTRICTS AND JUSTICE AND COMMISSIONERS PRECINCTS. (a) A county election precinct, including a consolidated precinct, may not contain territory from more than one of each of the following types of territorial units:

- (1) a commissioners precinct;
 - (2) a justice precinct;
 - (3) a congressional district;
 - (4) a state representative district;
 - (5) a state senatorial district; or
 - (6) a State Board of Education district.
- (b) If application of this section conflicts with application of Section 42.006, this section prevails.

Sec. 42.006. POPULATION REQUIREMENTS. (a) Except as provided by this section and Section 42.0051, a county election precinct must contain at least 100 but not more than 5,000 registered voters.

(b) For an election precinct in a county with a population under 100,000, the minimum number of registered voters the precinct may contain is 50, except as provided by Subsection (c).

(c) In a county with a population under 50,000, a county election precinct may contain fewer than 50 registered voters if the commissioners court receives a written petition, signed by at least 25 registered voters of the county, requesting establishment or continuation of the precinct.

(d) Repealed by Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 5.001, eff. September 1, 2007.

(e) In computing a number of registered voters under this section, voters whose names appear on the list of registered voters with the notation "S", or a similar notation, shall be excluded.

Sec. 42.007. COMBINING INCORPORATED AND UNINCORPORATED

TERRITORY. A commissioners court may not establish a county election precinct containing territory inside a city with a population of **10,000** or more and unincorporated territory outside that city unless the commissioners court determines that either of the two areas:

(1) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters; or

(2) cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements.

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: 03/11/2025

Subject

Discussion and/or action regarding a letter of support for the Head Start Program (Beierle)

Attachments

letter of support for head start

March 5, 2025

Tala Hooban

Acting Director, Office of Head Start
U.S. Department of Health and Human Services
330 C Street, S.W.
Washington, D.C. 20201

Dear Dr. Hooban,

I am writing on behalf of Burnet County to express strong support for the grant proposal submitted by Opportunities for Williamson and Burnet Counties (OWBC) to the U.S. Department of Health and Human Services Office of Head Start. This funding is vital to serving vulnerable children and families in our community.

Since 1965, OWBC has positively impacted the lives of over 20,000 children and families through advocacy, early education, and parental support. Their commitment to fostering healthy child development, emotional wellness, and positive parent-child interactions has been instrumental in strengthening our community.

I wholeheartedly endorse this grant application and the Opportunities Head Start Vision, which seeks to equip children with the knowledge and skills necessary to become productive, active, and thriving members of society.

Our organizations work collaboratively to support children and families, each fulfilling a unique role in this shared mission. If this grant is awarded, we understand that OWBC will:

- Enroll and support children with the greatest needs in the Early Head Start (EHS) and Head Start (HS) programs based on eligibility and availability.
- Empower families to advocate for their children's health and education.
- Adhere to Head Start Performance Standards and Texas Minimum Standards for Child Care Centers.
- Collaborate with the Williamson County Health District to conduct Community Health Assessments.
- Participate in community initiatives that promote family health and well-being.
- Provide ongoing reporting and evaluation of grant objectives and outcomes.
- Encourage community engagement through involvement in the Health Advisory Committee, School Readiness Advisory Committee, Policy Council, and Highlight Head Start.

We value our partnership with OWBC and look forward to continuing our collaboration in the years to come. Thank you for your time and consideration of this grant proposal.

Sincerely,

Damon Beierle

Commissioner Pct. 2

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

14.

Meeting Date: 03/11/2025

Subject

Discussion and/or action regarding The Texas Association of Counties Risk Management Pool Property Insurance renewal. Coverage period 7/1/25 - 7/1/26 (Beierle)

Attachments

Property Renewal



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Burnet County

Coverage Period: 07/01/2025 - 07/01/2026

Property Renewal Schedule

Member Name: Burnet County

Pool Coordinator: Ms. Karin Smith

Email: Ksmith@burnetcountytexas.org

Instructions for Completion

- 1) Review each tab and update as needed.
- 2) Include Declarations page for any National Flood Insurance Program coverage in force.
- 3) Email completed questionnaire by March 31, 2025 to: TACRMP@county.org or sofiam@county.org

All entries are subject to approval, further information may be requested upon review.

If this schedule is not received by March 31, 2025, coverage will be renewed as it currently stands with any requested changes handled by endorsement.

Your Member Services Representative is available to assist you with any questions or concerns and can be reached at 1-800-456-5974.

Property Renewal Questions

Yes or No

1. Do you have any property in the course of construction or plan to undergo any major construction for buildings reported?

If yes, please provide us with the building item #, cost of project and estimated project completion date.

Yes. See below.

Building Item# 42 is under construction. The estimated cost is \$1 million and the estimated completion date for this phase is around the beginning of July 2025.

Building Item# 1198 is also under construction. The estimated (budgeted) cost is \$475,000 and the estimated completion date is in about two years (3/2027).

2. Are any owned buildings currently vacant?

If yes, please identify the building item # and is the building being maintained and secured?

Yes. Buildings 1198 and 42. Both are maintained and secured.

3. Are any loss payees applicable to any properties?

If yes, please identify the building item # or mobile equipment item # and provide the loss payee contact information

No.

Unreported Claims		Yes or No
1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? If yes, please describe:		Yes. There is a claim for a lightning strike at the jail from 3/17/2024.
2. Has the situation been reported to TAC Claims Department?		Yes.
Acknowledgement and Acceptance		
Member Name: Burnet County		
Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.		
Signature of County Judge or presiding official of the Political Subdivision		Date

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

15.

Meeting Date: 03/11/2025

Subject

Discussion and/or action regarding The Texas Association of Counties Risk Management Pool Liability Contribution & Coverage Renewal. 4/1/25-4/1/26 (Beierle)

Attachments

Proposed liability coverage



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Proposal

Member: Burnet County

Coverage Period: April 1, 2025 through April 1, 2026

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Accident	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$41,342	☒
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
Included Coverage				
Personal Injury Protection	\$5,000	No deductible	Included	
Optional Coverage				
Uninsured / Underinsured Motorist	\$30k/\$60k/\$25k	\$250	\$3,510	☒
AUTO LIABILITY CONTRIBUTION			\$44,852	

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Select Coverage
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$51,723	☒
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500		
AUTO PHYSICAL DAMAGE CONTRIBUTION			\$51,723	

GENERAL LIABILITY		Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person		\$100,000	\$1,000	\$15,261	☒
Bodily Injury Liability - Each Accident		\$300,000			
Property Damage Liability - Each Accident		\$100,000			
Included Coverage					
Personal and Advertising Injury Liability		\$100,000	\$1,000	Included	
Per Person		\$300,000			
Per Offense / Aggregate					
Crisis Management		\$100,000	\$1,000	Included	
Employee Benefits Liability		\$500,000	\$1,000	Included	
Garage Keeper's Legal Liability		\$50,000	\$1,000	Included	
Optional Coverage					
Unmanned Aircraft	Number of Unmanned Aircraft: 2	Per Endorsement	\$1,000	Included	☒
GENERAL LIABILITY CONTRIBUTION				\$15,261	

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$5,000	\$80,249	☒
Optional Coverage						
District Judge		09/02/2022	Per Endorsement		\$1,605	☒
District Attorney		05/01/2010	Per Endorsement		\$1,605	☒
Unmanned Aircraft	Number of Unmanned Aircraft: 2	01/04/2021	Per Endorsement		\$1,500	☒
Covered Law Enforcement Departments or Agency						
Burnet County Attorney's Office Burnet County Constable's Offices Burnet County Employees Of The District Attorney's Office Burnet County Juvenile Probation Department Burnet County Sheriff's Office						
LAW ENFORCEMENT LIABILITY CONTRIBUTION					\$84,959	

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution	Select Coverage
Privacy or Security Event Liability and Expense	04/01/2025	\$500,000 Annual Aggregate	\$5,000	\$11,714	☒
Included Coverage					
Business Interruption		\$50,000 / \$50,000			
Electronic Equipment and Data Recovery		\$50,000 / \$50,000			
eCrime		\$25,000 / \$25,000			
Extortion		\$10,000 / \$10,000			
Split Retroactive Coverage Dates					
Privacy or Security Event Liability and Expense	04/01/2024	\$1,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	05/01/2018	\$2,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	05/01/2015	\$1,000,000 Annual Aggregate			
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				\$11,714	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$5,000	\$43,305	☒
Optional Increased Sublimit					
Back Wages	Full Prior Acts	\$250,000 Per Claim \$500,000 Aggregate		\$2,161	☒
Optional Coverage					
District Judge	09/02/2022	Per Endorsement		\$866	☒
District Attorney	05/01/2010	Per Endorsement		\$866	☒
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$47,198	

TOTAL CONTRIBUTIONS	\$255,707
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NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

COVERAGE ACCEPTANCE

Acceptance is not valid unless received by Texas Association of Counties Risk Management Pool not later than 60 days from the proposal date, unless extension is granted by the Pool.

Coverage is subject to receipt of the signed Interlocal Participation Agreement and completed Proposal. Failure to disclose to the Pool known, past, present and potential claims, may result in termination of coverage.



Authorized signature

02/26/2025

Date

Signature of County Judge Date
(or presiding official)

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

16.

Meeting Date: 03/11/2025

Subject

Discussion and/or action regarding budget inner departmental line item transfers (Beierle)

Attachments

Line item transfers



Burnet County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GL 42624 - CCT 3.11.25

Adjustment Number	Budget Code	Description	Adjustment Date
3278	FY 2025 ADOPTED BUDGET	CCT 3.11.25	3/11/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-4090-4010	PROFESSIONAL SERVICES	CCT 3.11.25	390,170.00	-10,000.00	380,170.00
March: -10,000.00					
100-5100-2040	WORKERS COMP INSURANCE	CCT 3.11.25	3,000.00	10,000.00	13,000.00
March: 10,000.00					
100-5800-1990	OVERTIME	CCT 3.11.25	0.00	701.00	701.00
March: 701.00					
100-5800-3300	OPERATING SUPPLIES	CCT 3.11.25	2,000.00	-701.00	1,299.00
March: -701.00					
190-5162-4590	CONFIDENTIAL FUNDS	CCT 3.11.25	6,000.00	-5,000.00	1,000.00
September: -5,000.00					
190-5162-4610	XEROX AGREEMENT	CCT 3.11.25	1,860.00	-1,527.50	332.50
March: -1,527.50					
190-5162-5750	MACH/EQUIP (INVENTORIED)	CCT 3.11.25	10,634.00	6,527.50	17,161.50
March: 6,527.50					
200-6500-4200	TELEPHONE	CCT 3.11.25	0.00	600.00	600.00
March: 600.00					
200-6500-4370	UTILITIES	CCT 3.11.25	33,000.00	-600.00	32,400.00
March: -600.00					
320-6120-3300	OPERATING SUPPLIES	CCT 3.11.25	822,613.47	-3,902.98	818,710.49
March: -3,902.98					
320-6120-5750	MACH/EQUIP (INVENTORIED)	CCT 3.11.25	10,000.00	3,902.98	13,902.98
March: 3,902.98					

Commissioner's Approval: _____

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: 03/11/2025

Subject

Discussion and/or action regarding FY25 Budget Amendments (Beierle)

Attachments

Budger Amendment 1st 2 lines



Burnet County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GL 42624 - CCT 3.11.25

Adjustment Number	Budget Code	Description	Adjustment Date
3278	FY 2025 ADOPTED BUDGET	CCT 3.11.25	3/11/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-4090-4010	PROFESSIONAL SERVICES	CCT 3.11.25	390,170.00	-10,000.00	380,170.00
March: -10,000.00					
100-5100-2040	WORKERS COMP INSURANCE	CCT 3.11.25	3,000.00	10,000.00	13,000.00
March: 10,000.00					
100-5800-1990	OVERTIME	CCT 3.11.25	0.00	701.00	701.00
March: 701.00					
100-5800-3300	OPERATING SUPPLIES	CCT 3.11.25	2,000.00	-701.00	1,299.00
March: -701.00					
190-5162-4590	CONFIDENTIAL FUNDS	CCT 3.11.25	6,000.00	-5,000.00	1,000.00
September: -5,000.00					
190-5162-4610	XEROX AGREEMENT	CCT 3.11.25	1,860.00	-1,527.50	332.50
March: -1,527.50					
190-5162-5750	MACH/EQUIP (INVENTORIED)	CCT 3.11.25	10,634.00	6,527.50	17,161.50
March: 6,527.50					
200-6500-4200	TELEPHONE	CCT 3.11.25	0.00	600.00	600.00
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March: -3,902.98					
320-6120-5750	MACH/EQUIP (INVENTORIED)	CCT 3.11.25	10,000.00	3,902.98	13,902.98
March: 3,902.98					

Commissioner's Approval: _____

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: 03/11/2025

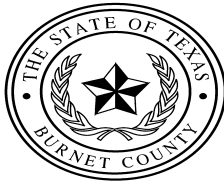
Subject

Discussion and/or action regarding Departmental asset transfers (Beierle)

Attachments

Property transfers

BURNET COUNTY



AUTHORIZATION AND ASSIGNMENT OF COUNTY PROPERTY

			(Auditor's Use)
Name of Item	Description	Property #	Cost
1.) Xerox Versalink	Copier/Printer	24-0244	
2.) Xerox Versalink	Copier/Printer	24-0245	
3.)			
4.)			
5.)			
6.)			
7.)			
8.)			
9.)			

Dept. Transferred From:
JP# 3 and JP# 4

Dept. Assigned To:
Maintenance

Requested By: Mickiel Hodge

DATE: March 11, 2025

Comments: These printers were leased, then purchased 8/13/2024. The departments no longer need them, so maintenance has requested a transfer to them for use.

COMMISSIONERS COURT APPROVAL:

New in Service

X

Transfer

Return to Donor

Out of Service

Dispose

Hold For Auction

Donation

Authorization Signature:

Date:

Comments:

PROPERTY MOVED BY MAINTENANCE DEPT.:

Authorization Signature:

Date:

Comments:

CHANGES MADE TO RECORDS BY AUDITOR'S OFFICE:

Changed in Books:

Date of change:

Comments:

BURNET COUNTY
AUTHORIZATION AND ASSIGNMENT OF COUNTY PROPERTY
continuation from page 1

			(Auditor's Use)
<u>Name of Item</u>	<u>Description</u>	<u>Property #</u>	<u>Cost</u>
9.) Computer	Dell Optiplex 780	9823-10	
10.) Computer	Dell Optiplex 980	1199-85	
11.) Computer	Dell Optiplex 980	12-1077	
12.) Computer	Dell Optiplex 980	11-9989	
13.) Computer	Dell Optiplex 980	11-9980	
14.) Minitower	Dell 755	9216-08	
15.) Minitower	Dell 790	12-1180	
16.) Computer	Dell Optiplex 3020	15-1098	
17.) Computer	Dell Optiplex	8576	
18.) Laptop	Dell D531	9354-08	
19.) Computer	Dell Precision	8963	
20.) Computer	Dell Optiplex	8704	
21.) Computer	Dell Optiplex	8970	
22.) Computer	Dell Optiplex	9110-07	
23.) Computer	Dell Optiplex	8941	
24.) Computer	Dell Optiplex	9144-07	
25.) Computer	Dell Ultra	9768-10	
26.) TV	Asus EE	9743.10	
27.) Computer	Dell Optiplex	8949	
28.) Scanner	Fujitsu fi-4120c2	8739	
29.) Scanner	Fujitsu fi-6130	11-9961	
30.) Printer	HP Laserjet P3015	9756-10	
31.) Printer	HP Laserjet 4240N	9030	
32 Printer (4)	Zebra Mobile	9330-08	
33) Phone System	sPro Star SOU	8829	
34) Identix	Fingerprint Scanner	9692-10	
35) VCR Cameras (9)	Cisco Systems Catalyst	9036	

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

24.

Meeting Date: 03/11/2025

Subject

Acknowledgment of Receipt:

- a. TCEQ Permit No. WQ0010654003
 - b. Texas Materials Preliminary Agency Consultation Letter
 - c. MIS Summary
 - d. ESD #1 Financial Statement for year end Sept. 2024
 - e. ESD #9 Financial Statement for year end Sept. 2024
 - f. ESD #7 Financial Statement for year end Sept. 2024
 - g. ESD #3 Financial Statement for year end Sept. 2024
 - h. TCEQ Permit Registration Number 176835 (Rock Crushing Plant)
 - i. Railroad Commission of Texas Hearing Division Notice
 - j. The Carlton Law Firm, PLLC, ESD #7 Sales and Use Tax Election letter of notice
-

Attachments

TCEQ permit
Surface transportation board
MIS Summary
ESD 1 Report
ESD 9 report
ESD 7 Report
ESD 3 Report
TCEQ Rock Crushing Plant
Railroad Notice
The Carlton Law Firm letter

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



COMBINED

**NOTICE OF RECEIPT OF APPLICATION AND
INTENT TO OBTAIN WATER QUALITY PERMIT (NORI)**

AND

**NOTICE OF APPLICATION AND PRELIMINARY DECISION
FOR WATER QUALITY LAND APPLICATION PERMIT
FOR MUNICIPAL WASTEWATER**

RENEWAL

PERMIT NO. WQ0010654003

APPLICATION AND PRELIMINARY DECISION. City of Marble Falls, 800 3rd Street, Marble Falls, Texas 78654, has applied to the Texas Commission on Environmental Quality (TCEQ) for a renewal of TCEQ Permit No. WQ0010654003 which authorizes the disposal of treated domestic wastewater at a daily average flow not to exceed 1,500,000 gallons per day via surface irrigation of 360 acres of non-public access land/agricultural land. This permit will not authorize a discharge of pollutants into water in the state. TCEQ received this application on April 24, 2024.

This combined notice is being issued to update the phone number of Mr. Mike Hodge, P.E., City Manager.

The wastewater treatment facility is located approximately 100 feet south of the intersection of Yett Street and Avenue L, in the City of Marble Falls, Burnet County, Texas 78654. The effluent disposal site is located approximately 1 mile north of FM 1431 and ½ mile west of Hwy 281 and accessed via Colt Cir. in Burnet County, Texas. The wastewater treatment facility and disposal site are located in the drainage basin of Marble Falls Lake in Segment No. 1405 of the Colorado River Basin. This link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.282377,30.570361&level=18>

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Marble Falls City Hall, 800 3rd Street, Marble Falls, Texas.

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087 or electronically at www.tceq.texas.gov/goto/comment within 30 days from the date of newspaper publication of this notice.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www.tceq.texas.gov/goto/comment, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC 105, P.O. Box 13087, Austin, Texas 78711-3087. Any personal information you submit to the TCEQ will become part of the agency's record; this includes email addresses. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from City of Marble Falls at the address stated above or by calling Mr. Mike Hodge, P.E., City Manager, at **830-798-7051**.

Issuance Date: February 10, 2025

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>.

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud.

El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se



SURFACE TRANSPORTATION BOARD
Washington, DC 20423

Office of Environmental Analysis

March 4, 2025

RE: Docket No. FD 36815, Texas Materials Group, Inc. – Construction and Operation Exemption – Line of Railroad in Burnet and Lampasas Counties, Texas; Preliminary Consultation

To Agency Representatives:

Texas Materials Group, Inc. (Texas Materials) is planning to seek authority from the Surface Transportation Board (Board) to construct and operate a new rail line in Burnet and Lampasas Counties, Texas (Project). The Project would involve both reconstruction of rail line on a previously abandoned right-of-way¹ and construction of new rail line. As part of its licensing process, the Board will conduct an environmental review of the Project under the National Environmental Policy Act (NEPA) (42 U.S.C. 4321-4370m-11), and Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108 (NHPA). Pursuant to NEPA, NHPA, and the Board's environmental rules at 49 C.F.R. Part 1105, the Board's Office of Environmental Analysis (OEA) will prepare an environmental document that evaluates the potential environmental and historic impacts of the Project.

OEA is writing to notify your agency about the Project and is requesting any comments or concerns that your agency may have to assist us in determining the appropriate scope and level of the environmental review for the Project.

Project Description

Texas Materials proposes to construct a total of 26.9 miles of new common carrier rail line that would connect to the Austin Western Railroad (AWRR) near the City of Burnet, and to the BNSF Railway (BNSF) near the City of Lampasas. Texas Materials would reconstruct approximately 12.5 miles of line on the right-of-way of a former rail line and construct 14.4 miles of new rail line as shown in **Attachment 1**.

¹ Finance Docket No. 16604, *Texas & New Orleans Railway Abandonment*, 282 I.C.C. 1 (1951)

Texas Materials has stated that the purpose of the proposed rail line would be to provide a new route for four quarries in the Burnet area to transport aggregates² by rail. Texas Materials' preferred route would provide a more direct path to and from the BNSF mainline near Lampasas and would also reduce congestion on the AWRR system in the Austin metropolitan area. According to Texas Materials, this new route is needed because the volumes of aggregate being shipped from the Burnet-area quarries are expected to increase over the next 10 years.

Texas Materials preliminarily estimates that an average of 1.64 trains per day would operate over the proposed rail line to and from the quarries. The planned trains would consist of up to 120 open top hopper and gondola cars pulled by four locomotives. The total length of the trains would be approximately 6,400 feet. Texas Materials anticipates that AWRR and potentially BNSF, via trackage rights, would operate on the proposed rail line.

Request for Comments

OEA is requesting any comments that your agency may have on the Project **by April 3, 2025**, so that OEA may begin the process of identifying the appropriate scope of the environmental review for the Project. To submit a response, select "File an Environmental Comment" on the Board's website at www.stb.gov (below the "Need Assistance?" button). Please make sure to refer to Docket No. FD 36815 in all correspondence, including e-filings, addressed to the Board. Brief comments can be typed in the comment field provided, and lengthier comments can be attached as Word, Adobe Acrobat, or other file formats.

You may also send written comments to Adam Assenza, OEA's Project Manager for the environmental review by mail to:

Adam Assenza
Surface Transportation Board
Docket No. FD 36815
395 E Street SW
Washington, DC 20423

² Per the Association of Equipment Manufacturers (aem.org), "aggregates" are raw materials that are produced from natural sources and extracted from pits and quarries, including gravel, crushed stone, and sand.

We look forward to your participation in the environmental review process. If you have any questions or would like to arrange a call, please feel free to contact Adam Assenza of my staff at 202-245-0301 or by email at Adam.Assenza@stb.gov.

Sincerely,

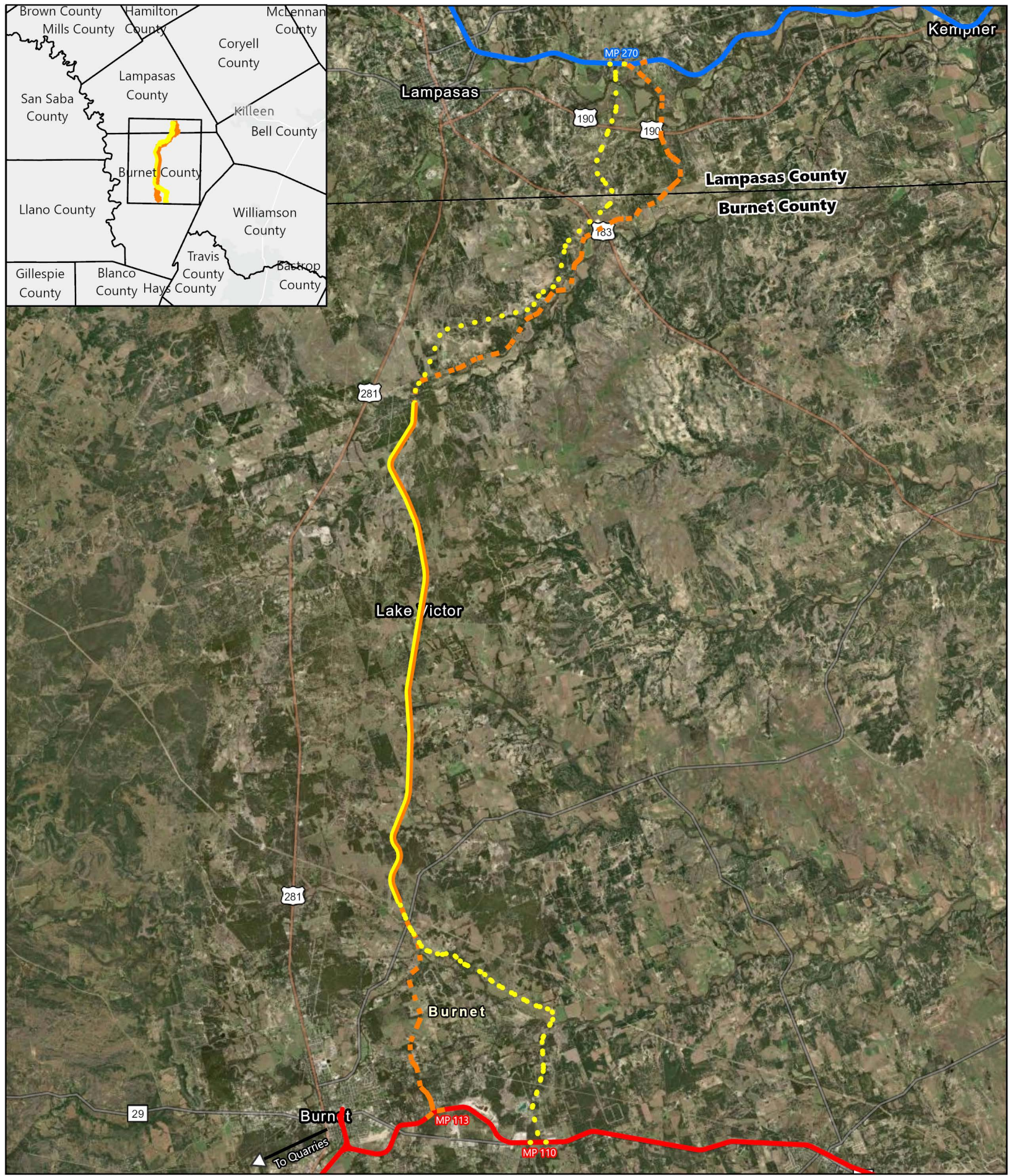
A handwritten signature in black ink, appearing to read "Danielle Gosselin". The signature is fluid and cursive, with the first name "Danielle" written in a larger, more prominent script than the last name "Gosselin".

Danielle Gosselin
Director
Office of Environmental Analysis

Enclosures:

Attachment 1: Proposed Rail Line Location Map

Attachment 2: Agency and Tribal Distribution List



New Right-of-Way

- Applicant's Preferred Alignment
- Applicant's Alternative Alignment

Existing Right-of-Way

- Applicant's Preferred Alignment
- Applicant's Alternative Alignment

AWRR

BNSF

0 1 2 4 Miles

**Attachment 1: Texas Materials
Proposed Rail Line - FD 36815**



SURFACE TRANSPORTATION BOARD
Washington, DC 20423

Office of Environmental Analysis

Attachment 2: Initial Agency and Tribal Distribution List

**RE: Docket No. FD 36815, Texas Materials Group, Inc. – Construction and
Operation Exemption – Line of Railroad in Burnet and Lampasas Counties,
Texas; Preliminary Consultation**

The below lists all federal, state, and local elected officials; federal, state and local agencies; tribal nations; and school districts contacted by the Office of Environmental Analysis (OEA) in connection with the above referenced Docket No. FD 36815.

Federal, State, and Local Elected Officials

- United States Senator John Cornyn
- United States Senator Ted Cruz
- United States Congressman John Carter
- United States Congressman August Pfluger
- State Representative Ellen Troxclair
- State Representative David Spiller
- State Senator Pete Flores
- State Governor Greg Abbott
- County Judge, Burnet County, Texas
- Randall Hoyer, County Judge, Lampasas County, Texas
- Herb Pearce, Mayor, City of Lampasas, Texas
- Gary Wideman, Mayor, City of Burnet, Texas
- City of Lampasas City Council
- Jim Luther, Jr., Burnet County Commissioners Court Precinct 1
- Damon Beierle, Burnet County Commissioners Court Precinct 2
- Chad Collier, Burnet County Commissioners Court Precinct 3
- Joe Don Dockery, Burnet County Commissioners Court Precinct 4
- Bobby Carroll, Lampasas County Commissioners Court Precinct 1
- Jamie Smart, Lampasas County Commissioners Court Precinct 2
- Shad Hill, Lampasas County Commissioners Court Precinct 3
- Mark Rainwater, Lampasas County Commissioners Court Precinct 4

Federal Agencies

- Eunice Varughese, Director, Environmental Justice, Community Engagement, and Environmental Review Division, EPA - Region 6 (South Central),
- Amy Lueders, Regional Director, USFWS - Southwest Region

- Christina Williams, USFWS - Austin Ecological Services Field Office
- Brandon Mobley, Chief, Compliance Branch, Regulatory Division, USACE - Fort Worth Military District
- Robert Morgan, Deputy Regional Director, Trust Services, BIA - Southern Plains Region
- Terry Bruner, Deputy Regional Director, Indian Services, BIA - Southern Plains Region
- Zuleika Morales-Romero, Field Office Director, HUD - San Antonio Field Office
- Earl Redrick, Field Office Director, HUD - Fort Worth Regional Office
- Tony Robinson, Administrator, FEMA - Region 6
- Dr. Shachak Pe'eri, Acting Director, NOAA - National Geodetic Survey
- Kristy Oates, State Conservationist, NRCS - Texas State Office

State Agencies

- Doug Booher, Division Director, Texas Department of Transportation - Environmental Affairs
- Greg Cedillo, P.E., District Engineer, Texas Department of Transportation - Brownwood District
- Christi Craddick, Chairman, The Railroad Commission of Texas
- Tucker Ferguson, P.E., District Engineer, Texas Department of Transportation - Austin District
- Joseph Bell, Executive Director and SHPO, Texas Historical Commission
- Mark Lambert, Deputy Director, Texas General Land Office (GLO) - Archives & Records
- Alan Cain, Director, Texas Parks and Wildlife Department - Wildlife Division
- Jim Reed, Executive Director, Texas Association of Regional Councils - Central Texas Council of Governments
- Chris Miller, Executive Director, Texas Association of Regional Councils - Capital Area Council of Governments
- Ryan Vise, Director, Texas Commission on Environmental Quality - External Relations

Local Agencies

- Erin Corbell, City Manager, City of Lampasas - Administration
- Jody Cummings, Police Chief, City of Lampasas
- Joe Adams, Fire Chief, City of Lampasas
- Frank Ellett, Building Official, City of Lampasas - Building & Planning
- Becky Sims, Zoning Administrator, City of Lampasas - Building & Planning
- Mark Ingram, Fire Chief, City of Burnet
- Brian Lee, Police Chief, City of Burnet
- Eric Belaj, City Engineer, City of Burnet - Engineering
- Leslie Kimbler, Planning Manager, City of Burnet - Planning Department
- David Vaughn, City Manager, City of Burnet - Administration

Tribal Nations

- Durell Cooper, Chairman, Apache Tribe of Oklahoma
- Martina Minthorn, THPO, Comanche Nation of Oklahoma
- Forrest Tahdooahnippah, Chairman, Comanche Nation of Oklahoma

- David Sickey, Chairman, Coushatta Tribe of Louisiana
- Kristian Poncho, THPO, Coushatta Tribe of Louisiana
- Russell Martin, President, Tonkawa Tribe of Oklahoma
- Lauren Norman-Brown, THPO, Tonkawa Tribe of Oklahoma
- Gary McAdams, THPO, Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie) of Oklahoma
- Amber Silverhorn-Wolfe, President, Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie) of Oklahoma

School Districts

- Dr. Aaron Peña, Superintendent, Burnet Consolidated ISD
- Dr. Jeff Gasaway, Superintendent, Marble Falls ISD
- Chane Rascoe, Ed.D., Superintendent, Lampasas ISD



Texas Wildlife Services Program - State Office

Street Address

5730 Northwest Parkway
Suite 700
San Antonio, Texas 78249-3378

Telephone: (210) 472-5451

Fax: (210) 561-3846

Mailing Address

P.O. Box 690170
San Antonio, TX 78269-0170

February 25, 2025

Dear Cooperator:

The enclosed MIS Monthly Summary contains the activities performed by the WS Technician assigned within your county during October 1, 2024 through January 31, 2025.

If you have any questions, please contact the appropriate District Office.

Sincerely,
Mary Ann Rendon
MIS Data Technician

Land Involved In This Summary

Land Type	Uom	Total	Person-day-visits
COUNTY OR CITY LAND	ACRE	700	11
PRIVATE LAND	ACRE	36,097	203
	Total	36,797	

Agreement/Property Summary

Total Agreements/Properties Worked: 31/31

Total Person-day-visits: 214

Agreement Common Name	Time	Person-day-visits
4s ranch llc	15 : 30	9
bar h bar land and cattle co	31 : 00	8
bible ranch	10 : 30	6
bishop ranch	6 : 00	2
brown ranch	5 : 30	5
burnet	20 : 35	0
cedar ridge	18 : 00	15
city of marble falls	0 : 45	0
clear springs ranch	17 : 30	10
cockrell ranch	7 : 00	3
creek	1 : 30	1
d-cross ranch	14 : 30	6
ebling ranch	5 : 00	2
estes ranch	22 : 00	9
evans ranches	4 : 00	2
frazier ranch	27 : 00	14
frazier ranch	2 : 30	1
hoover ranch	44 : 00	21
kingma place	10 : 30	6
morelands	26 : 30	13
oak alley ranch	18 : 00	13
redrock ranch	8 : 30	6
rocking s ranch	17 : 30	10
shifflett ranch	8 : 20	11
t moore ranch	10 : 30	7
thompson ranch	25 : 30	11
three creek ranch	16 : 30	7
tnt ranch	2 : 30	4
vann home place	6 : 00	6
whitewater springs poa	5 : 00	4

wolf creek ranch	3 : 30	2
------------------	--------	---

Employee Summary - Total includes converted Hobbs

	FIELD WORK	AERIAL	OUTREACH	admin LEAVE	ADMIN	TOTAL
	hrs : mins	hobbs	hrs : mins	hrs : mins	hrs : mins	hrs : mins
<u>Flanigan, Patrick</u>	112 : 30		2 : 15		7 : 00	121 : 45
<u>Greiner, Corey</u>	256 : 30		1 : 00		8 : 00	265 : 30
<u>Mcniel, Trenton</u>	19 : 20		3 : 05			22 : 25
<u>Sandoval, Rafael</u>	2 : 00					2 : 00
Total	390 : 20	0.0	6 : 20	0 : 00	15 : 00	411 : 40

Take Summary

Target Intentional

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
<u>Bobcats</u>										
<u>firearms</u>	1									
<u>snare, neck</u>	2									
Total	3									
<u>Coyotes</u>										
<u>firearms</u>	1									
<u>snare, neck</u>	67									
<u>traps, foothold</u>	2									
Total	70									
<u>Foxes, Gray</u>										
<u>snare, neck</u>	2									
Total	2									
<u>Raccoons</u>										
<u>snare, neck</u>	2									
<u>traps, foothold</u>	1									
Total	3									
<u>Swine, Feral</u>										
<u>snare, neck</u>	13									
<u>traps, cage</u>	32									
Total	45									

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
Bottom Line Total	123									

Target Un-Intentional

no take data of this type.

Non-Target Un-Intentional

no take data of this type.

Damage Summary

Loss Reported

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Fruits And Nuts						
plants, grapes/muscadines	swine, feral	damage threat	1	1	1 in	\$0
Fruits And Nuts Sub Total			1	1	1 in	\$0
Range/Pasture						
rangeland	swine, feral	damage threat	1	1	1 in	\$0
Range/Pasture Sub Total			1	1	1 in	\$0
AGRICULTURE Sub Total			2	2	2 in	\$0
HEALTH AND SAFETY						
Human Health And Safety						
hlth/sfty, human z-(general)	vultures, black	damage threat	1	1	1 in	\$0
Human Health And Safety Sub Total			1	1	1 in	\$0
HEALTH AND SAFETY Sub Total			1	1	1 in	\$0
PROPERTY						
Landscaping, Turf And Gardens						
z-landscaping (other)	swine, feral	damage	1	1	1 acre	\$400
Landscaping, Turf And Gardens Sub Total			1	1	1 acre	\$400
Other Property						
property (general)	vultures, black	damage threat	1	1	1 in	\$0
Other Property Sub Total			1	1	1 in	\$0
PROPERTY Sub Total			2	2	1 acre 1 in	\$400
Total			5	5	1 acre 4 in	\$400

Loss Verified

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Field Crops						
hayfields, mixed species	swine, feral	damage	2	0	7 acre	\$2,296
Field Crops Sub Total			2	0	7 acre	\$2,296
AGRICULTURE Sub Total			2	0	7 acre	\$2,296
PROPERTY						
Landscaping, Turf And Gardens						
turf and/or flowers	swine, feral	damage	2	2	5 in	\$8,400
Landscaping, Turf And Gardens Sub Total			2	2	5 in	\$8,400
PROPERTY Sub Total			2	2	5 in	\$8,400
Total			4	2	7 acre 5 in	\$10,696

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 6

Total distinct DC (all non TA) Species/Resource conflicts: 22

Samples Summary

Species/Disease	Sample Type	Samples
swine, feral Total Sampled 13		
african swine fever	blood/serum	1
classical swine fever	blood/serum	1
genetics	tissue	1
pseudorabies	blood/serum	1
swine brucellosis	blood/serum	1
Total Samples		5
Total Bottom Line		5

TA/Outreach by Species Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits																
Species	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets	

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
Species	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
swine, feral	4	1												5	8	2
vultures, black	1													1	5	
Total	5	1	0	0	0	0	0	0	0	0	0	0	0	6	13	2

*0 distinct instructional sessions (which can contain more than one species or no species indicated).

TA/Outreach by Employee Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
<u>Flanigan,Patrick</u>	1	1												2	4	2
<u>Greiner,Corey</u>	1													1	2	
<u>Mcniel,Trenton</u>	3													3	7	
Total	5	1	0	0	0	0	0	0	0	0	0	0	0	6	13	2

Chemicals Summary

CHEMICALS: EPA-REGULATED

no EPA-REGULATED PRDCT chemical data.

CHEMICALS: EXPLOSIVE

no EXPLOSIVE chemical data.

CHEMICALS: I/E DRUGS

no I/E DRUGS chemical data.

CHEMICALS: NON-REGULATED

no NON-REGULATED PRDCT chemical data.

BIOLOGICS*no BIOLOGICS chemical data.***Equipment Loaned/Distributed/Sold Summary***no data.***Conflict Project Start Button Summary**

Resource	Species	Proj Start Button	WTs (Occurs)
cattle calves (beef)	coyotes	0	31
cattle calves (beef)	swine, feral	0	9
designated natural areas	swine, feral	0	4
goats, meat (kids)	coyotes	0	15
goats, meat (kids)	raccoons	0	2
goats, z-(other kids)	coyotes	0	12
hay (stack/bales)	swine, feral	0	1
hayfields, mixed species	swine, feral	0	11
hlth/sfty, human z-(general)	foxes, gray	0	4
hlth/sfty, human z-(general)	raccoons	0	8
hlth/sfty, human z-(general)	vultures, black	1	1
mammals, deer, axis	coyotes	0	40
mammals, deer, axis	swine, feral	0	7
mammals, deer, fallow	bobcats	0	4
mammals, deer, white-tailed ag	bobcats	0	3
mammals, deer, white-tailed ag	coyotes	0	65
mammals, deer, white-tailed ag	foxes, gray	0	2
mammals, deer, white-tailed ag	raccoons	0	3
mammals, deer, white-tailed nr	coyotes	0	7
mammals, z-exotic game (other)	coyotes	0	7
pasture	swine, feral	0	51
plants, grapes/muscadines	swine, feral	1	1
property (general)	vultures, black	1	1
rangeland	swine, feral	1	8
turf and/or flowers	swine, feral	2	7
z-landscaping (other)	swine, feral	1	1

**BURNET COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

Financial Statements

**For the Year Ended
September 30, 2024**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
September 30, 2024

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
REQUIRED SUPPLEMENTARY INFORMATION**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2024

As management of Burnet County Emergency Services District No. 1 (District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2024. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by \$10,325 as a result of the current year's operations. Net position at year end consisted of unrestricted net position of \$156,434.
- Total revenues from all sources were \$66,479, which represents an increase of \$3,914 over the prior year. This is due to an increase in property tax revenue collections and investment income.
- Total costs of all programs were \$56,154 which represents an increase of \$4,663. This is due mainly to increases in contract payments to Marble Falls Area Emergency Medical Services.
- As of September 30, 2024, the District's governmental fund reported an ending fund balance of \$156,434, an increase of \$10,325.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. The other information includes this management's discussion and analysis as well as the budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

Governmental activities—This includes all of the District's emergency medical services which will be primarily supported with property tax revenues.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024

The government-wide financial statements begin on page 6. The following is a summary of net position as of September 30, 2024:

Table 1
Net Assets

	<u>Governmental Activities</u>	
	<u>09/30/24</u>	<u>09/30/23</u>
Current assets	<u>156,434</u>	<u>\$ 146,109</u>
Total assets	<u>156,434</u>	<u>146,109</u>
Current liabilities	<u>-</u>	<u>-</u>
Total liabilities	<u>-</u>	<u>-</u>
Net position:		
Unrestricted	<u>156,434</u>	<u>146,109</u>
Total net position	<u>\$ 156,434</u>	<u>\$ 146,109</u>

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

Table 2
Changes in Net Assets

	<u>Governmental Activities</u>	
	<u>9/30/2024</u>	<u>9/30/2023</u>
Revenues:		
Program revenues:		
Charges for Services	\$ -	\$ -
Operating grants and contributions	-	-
Capital grants and contributions	-	-
General revenues:		
Property taxes	57,979	55,845
Interest income	<u>8,500</u>	<u>6,720</u>
Total revenues	<u>66,479</u>	<u>62,565</u>
Expenses:		
General government	6,705	4,646
Emergency services	<u>49,449</u>	<u>46,845</u>
Total expenses	<u>56,154</u>	<u>51,491</u>
Change in net position	10,325	11,074
Net position - October 1	<u>146,109</u>	<u>135,035</u>
Net position - September 30	<u>\$ 156,434</u>	<u>\$ 146,109</u>

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental fund.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental fund statements* provide a detailed short-term view of the government operations and the basic services it provided and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget. The governmental fund financial statements begin on page 8, and the budgetary comparison schedule is on page 17.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11 through 15 of this report.

General Fund Budgetary Highlights

The District did not amend the budget during the fiscal year.

Actual expenditures on a budgetary basis were thirteen percent less than budgeted expenditures due to fewer contingency and training expenses. The District's overall actual revenues were three percent more than budgeted due to unanticipated property taxes collection and investment income.

Capital Assets and Debt

The District has no capital assets or debt at September 30, 2024.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to continue to grow with the steady population growth, increased property values, and taxes collections. These revenues will continue to be used to fund the operations of the emergency medical services.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of Burnet County Emergency Services District No. 1. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 1, 101 Ferguson Road, Suite A-103, Horseshoe Bay, TX. 78657.



Certified Public Accountants

Ph: (325) 942-6713

Fax: (325) 944-9591

orw.cpa

2909 Sherwood Way, Ste 300

San Angelo, TX 76901

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To The Commissioners
Burnet County Emergency Services District No. 1

Management is responsible for the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 1, as of and for the year ended September 30, 2024, and related notes to the financial statements, which collectively comprise the Burnet County Emergency Services District No. 1's basic financial statements as listed in the table of contents, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Oliver, Rainey & Wojtek, LLP

Oliver, Rainey & Wojtek, LLP
February 10, 2025

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF NET POSITION
As of September 30, 2024

	<u>Primary Government</u>	
	<u>Governmental</u>	
	<u>Activities</u>	<u>Total</u>
Assets		
Deposits and investments	<u>\$ 156,434</u>	<u>\$ 156,434</u>
Total Assets	<u>156,434</u>	<u>156,434</u>
Liabilities		
Accounts payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Net Position		
Unrestricted assets	<u>156,434</u>	<u>156,434</u>
Total Net Position	<u>\$ 156,434</u>	<u>\$ 156,434</u>

See accompanying notes and independent accountants' compilation report.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

<u>Program Revenues</u>					<u>Net (Expense) Revenue and Change in Net Assets</u>	
<u>Functions/Programs</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contribution</u>	<u>Primary Government Activities</u>	<u>Total</u>
Primary government:						
Governmental activities:						
General government	\$ 6,705	\$ -	\$ -	\$ -	\$ (6,705)	\$ (6,705)
Emergency services	49,449	-	0	-	(49,449)	(49,449)
Total net (expense) revenue for governmental activities and the primary government	<u>\$ 56,154</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(56,154)</u>	<u>(56,154)</u>
General Revenues:						
Taxes						
Property taxes					57,979	57,979
Interest income					8,500	8,500
Total general revenues					<u>66,479</u>	<u>66,479</u>
Change in net assets					10,325	10,325
Net position, Beginning of Year					<u>146,109</u>	<u>146,109</u>
Net position, End of Year					<u>\$ 156,434</u>	<u>\$ 156,434</u>

See accompanying notes and independent accountants' compilation report.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2024

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Assets		
Deposits & investments	\$ 156,434	\$ 156,434
Taxes Receivables	<u>3,190</u>	<u>3,190</u>
Total Assets	<u>159,624</u>	<u>159,624</u>
Deferred Inflows of Resources		
Unavailable property taxes	<u>3,190</u>	<u>3,190</u>
Total Deferred Inflows of Resources	<u>3,190</u>	<u>3,190</u>
Fund Balance		
Unassigned	<u>156,434</u>	<u>156,434</u>
Total Fund Balance	<u>156,434</u>	<u>156,434</u>
Total Liabilities and Fund Balance	<u>\$ 159,624</u>	
Amounts reported for government activities in the Statement of Net Position are different because:		
There are no reconciling amounts for the fiscal year ended September 30, 2024		
Net Position of Governmental Activities		<u>\$ 156,434</u>

See accompanying notes and independent accountants' compilation report.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
GOVERNMENTAL FUND
For the Year Ended September 30, 2024

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Revenues		
Property taxes	57,979	\$ 57,979
Interest income	<u>8,500</u>	<u>8,500</u>
Total Revenues	<u>66,479</u>	<u>66,479</u>
Expenditures		
Ambulance/facility fee	49,449	49,449
Insurance	2,076	2,076
Office and administration	746	746
Professional fees	<u>3,883</u>	<u>3,883</u>
Total Expenditures	<u>56,154</u>	<u>56,154</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	10,325	10,325
Fund Balance, Beginning of Year	<u>146,109</u>	<u>146,109</u>
Fund Balance, End of Year	<u>\$ 156,434</u>	<u>\$ 156,434</u>

See accompanying notes and independent accountants' compilation report.

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024**

Net Change in Fund Balance - Governmental Funds	\$ 10,325
---	-----------

Amount reported for governmental activities in the
Statement of Activities are different because:

There are no reconciling amounts for the
fiscal year ended September 30, 2024

Change in Net Position of Governmental Activities	<u>\$ 10,325</u>
---	------------------

See accompanying notes and independent accountants' compilation report.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 1 (District) was created by an election held on February 6, 2002. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. The District had no component units for the year ended September 30, 2024.

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the governmental fund.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2024.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the District's highest level of decision-making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

The District has adopted a minimum fund balance policy for the General Fund. The policy requires the unassigned fund balance at fiscal year-end to be approximately six months of the annual operating budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the current reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of the final budget and actual results. The budget is adopted by the Board prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Board. The District adopted the current year budget on a line-item basis.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 -- Summary of Significant Accounting Policies -- Continued

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2024, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental activity columns are to be presented on a consolidated basis by column, and are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The District does not allocate indirect expenses. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile the fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental categories, and the component units (if any). Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

The government-wide statement of net position and statement of activities are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District’s revenues are recognized when they become measurable and available as current assets. Available means collectible within the current year or as soon enough thereafter to be used to pay liabilities of the current year. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal year. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

Deposits and Investments

The District’s investment guidelines are defined by a written investment policy that is approved by the District’s Board. In accordance with this policy, the funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

Note 2 – Property Taxes

The District’s property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2023 was \$57,114.

The tax assessment of October 1, 2023, sets the tax levy at \$0.0142 per \$100 of assessed valuation at 100 percent of market value.

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

Note 3 – Deposits and Investments

As of September 30, 2024, cash deposits were with a depository bank in interest bearing accounts, and these balances approximated fair value. As of the balance sheet date, the District’s deposits are comprised of demand deposits of \$314. The investments of the District also include \$156,120 with the Texas Local Government Investment Pool (“TexPool”).

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District’s policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2024, all District cash balances were secured.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 3 – Deposit and Investments – Continued

At September 30, 2024 all of the District's balances are either insured by the FDIC or are collateralized by registered securities held by the bank's trust department in the District's name.

The public funds investment pool has been created pursuant to the Interlocal Corporation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool, as custodian, to make investment purchases with the District's funds.

The Comptroller of Public Accounts (the "Comptroller") is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company which is authorized to operate TexPool. Additionally, the Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. There are no maximum transactions amounts and withdrawals from TexPool may be made daily. TexPool uses amortized cost rather than fair value to report net assets share price.

Note 4 - Commitments

Effective for the period October 1, 2020, through September 30, 2023, the District, jointly with Llano County Emergency Services District No. 1 (LCESD1), entered into a contract with Marble Falls Area Emergency Medical Service, Inc. to provide emergency medical services to the residents of both districts. The contract has been extended from October 1, 2023, to September 30, 2026. Future payments for services under this contract are below:

Year End	Amount
9/30/2025	\$ 473,892
9/30/2026	483,369
	<u>\$ 957,261</u>

Yearly, the District contracts with the LCESD1 for their portion of these payments as well as their portion of administrative services provided by Logan Consulting. The total payments to the District to LCESD1 for the year ended September 30, 2024, totaled \$49,449.

Note 5 – Subsequent Events

The District did not have any subsequent events through February 10, 2025, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2024.

REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2024

	<u>Budget</u>		<u>Actual Amounts</u>	<u>Variance with Final</u>
	<u>Original</u>	<u>Final</u>	<u>Budgetary Basis</u>	<u>Final Budget</u>
				<u>Positive (Negative)</u>
Revenues				
Property taxes	\$ 57,249	\$ 57,249	\$ 57,979	\$ 730
Interest income	7,500	7,500	8,500	1,000
Total Revenues	<u>64,749</u>	<u>64,749</u>	<u>66,479</u>	<u>1,730</u>
Expenditures				
Ambulance/facility fee	49,449	49,449	49,449	-
Contingency	5,431	5,431	-	5,431
Insurance	2,076	2,076	2,076	-
Maintenance and repairs	500	500	-	500
Office and administration	925	925	746	179
Professional fees	3,868	3,868	3,883	(15)
Travel and training	2,500	2,500	-	2,500
Total Expenditures	<u>64,749</u>	<u>64,749</u>	<u>56,154</u>	<u>8,595</u>
Excess (Deficiencies) of Revenues Over (Under)				
Expenditures and Other (Uses)	<u>\$ -</u>	<u>\$ -</u>	10,325	<u>\$ 10,325</u>
Fund Balance, Beginning of Year			<u>146,109</u>	
Fund Balance, End of Year			<u>\$ 156,434</u>	

Section

**BURNET COUNTY EMERGENCY
SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE**

Financial Statements

**For the Year Ended
September 30, 2024**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
September 30, 2024

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
REQUIRED SUPPLEMENTARY INFORMATION**

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2024**

As management of Burnet County Emergency Services District No. 9 – Spicewood Fire Rescue (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2024. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by \$717,782 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt, of \$1,357,966 and unrestricted net position of \$3,178,914 for total net position of \$4,536,880.
- Total revenues from all sources were \$2,501,665 which represents an increase of \$308,234 over the prior year. This is due to an increase in property tax collections and interest income.
- Total costs of all programs were \$1,783,883 which represents an increase of \$252,512. This is due primarily to increases in depreciation expense and payroll costs.
- As of September 30, 2024, the District's governmental fund reported an ending fund balance of \$3,178,914 an increase of \$666,583.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. The other information includes this management's discussion and analysis as well as the budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

Governmental activities—This includes all of the District's emergency protection services which will be primarily supported with property tax and sales tax revenues.

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024**

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2024:

**Table 1
Net Position**

	<u>Governmental Activities</u>	
	<u>9/30/2024</u>	<u>9/30/2023</u>
Current assets and other assets	\$ 3,189,485	\$ 2,520,401
Capital assets, net	2,408,986	2,585,020
Total assets	<u>5,598,471</u>	<u>5,105,421</u>
Current liabilities	10,571	8,070
Other liabilities	1,051,020	1,278,253
Total liabilities	<u>1,061,591</u>	<u>1,286,323</u>
Net position:		
Invested in capital assets, net of related debt	1,357,966	1,306,767
Unrestricted	3,178,914	2,512,331
Total net position	<u>\$ 4,536,880</u>	<u>\$ 3,819,098</u>

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

**Table 2
Changes in Net Assets**

	<u>Governmental Activities</u>	
	<u>9/30/2024</u>	<u>9/30/2023</u>
Revenues:		
Program revenues:		
Charges for services	\$ 15,341	\$ 35,436
Operating grants and contributions	4,737	7,190
Capital grants and contributions	-	-
General revenues:		
Property taxes	1,274,884	1,059,513
Sales taxes	1,007,889	990,016
Interest income	154,614	101,276
Gain (loss) on disposition of assets	44,200	-
Total revenues	<u>2,501,665</u>	<u>2,193,431</u>
Expenses:		
General government	124,339	115,033
Public safety	1,659,544	1,416,338
Total expenses	<u>1,783,883</u>	<u>1,531,371</u>
Change in net position	717,782	662,060
Net position - October 1	3,819,098	3,157,038
Net position - September 30	<u>\$ 4,536,880</u>	<u>\$ 3,819,098</u>

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental fund.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental fund statements* provide a detailed short-term view of the government operations and the basic services it provided and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 through 20 of this report.

General Fund Budgetary Highlights

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget. The governmental fund financial statements begin on page 10, and the budgetary comparison schedule is on page 22.

The District amended the budget during the fiscal year increasing some line items and decreasing others. However, overall budget expenditures did not change. Actual expenditures on a budgetary basis were 15 percent below budgeted expenditures due to decreased contingency and supplies expenses. The District's overall actual revenues were 16 percent more than budgeted due to unanticipated sales tax collections and interest income.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2024, amounts to \$2,408,986 (net of accumulated depreciation). This investment in capital assets includes land, buildings, furniture and fixtures, machinery, equipment, and vehicles.

**Capital Assets
Government Activities
(net of depreciation)**

	9/30/2024	9/30//2023
EMS Building	\$ 476,349	\$ 491,062
Fire Department Building	948,883	980,366
Furniture and Fixtures	3,538	4,778
Machinery and Equipment	104,080	76,558
Vehicle and Equipment	828,636	984,756
Land	47,500	47,500
Total	<u>\$ 2,408,986</u>	<u>\$ 2,585,020</u>

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024**

During the fiscal year ended September 30, 2024, the District purchased various equipment for a total of \$49,876 and disposed of old unused assets with a remaining cost basis of zero.

Additional information on the District's capital assets can be found in Note 4 on page 18 of this report.

Debt Administration

As of September 30, 2024, the District was obligated on the following debt:

Outstanding Debt at Year End

	9/30/2024	9/30//2023
	Total	Total
Notes Payable	\$ 1,051,020	\$ 1,278,253
Total	<u>\$ 1,051,020</u>	<u>\$ 1,278,253</u>

During the year, the District assumed no new loans. The District incurred \$40,023 of interest expense for the year ended September 30, 2024, which has been charged to public safety expenses.

Additional information on the District's non-current liabilities can be found in Note 5 beginning on page 19 of this report.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to continue to grow with the steady population growth, increased property values, and sales tax collections. These additional funds will be used to fund emergency fire services and emergency medical services as provided by Marble Falls Area EMS, as well as continued funding of the District's operations, reserves, and capital investments.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of Burnet County Emergency Services District No. 9 – Spicewood Fire Rescue. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 9 – Spicewood Fire Rescue, P.O. Box 2, Spicewood, TX 78669.

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No. 9
Spicewood Fire Rescue

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 9 - Spicewood Fire Rescue, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Burnet County Emergency Services District No. 9 - Spicewood Fire Rescue's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Burnet County Emergency Services District No. 9 - Spicewood Fire Rescue, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Burnet County Emergency Services District No. 9 - Spicewood Fire Rescue and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 9 - Spicewood Fire Rescue's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Burnet County Emergency Services District No. 9 – Spicewood Fire Rescue’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 9 – Spicewood Fire Rescue’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Oliver, Rainey & Wojtek, LLP

Oliver, Rainey & Wojtek, LLP
February 15, 2025

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
STATEMENT OF NET POSITION
As of September 30, 2024

	<u>Primary Government</u>	
	<u>Governmental</u>	
	<u>Activities</u>	<u>Total</u>
Assets		
Deposits and investments	\$ 2,997,009	\$ 2,997,009
Taxes receivable	192,476	192,476
Capital assets, net	<u>2,408,986</u>	<u>2,408,986</u>
Total Assets	<u>5,598,471</u>	<u>5,598,471</u>
Liabilities		
Accounts payable	10,571	10,571
Non-current liabilities:		
Due within one year	233,283	233,283
Due in more than one year	<u>817,737</u>	<u>817,737</u>
Total Liabilities	<u>1,061,591</u>	<u>1,061,591</u>
Net Position		
Invested in capital assets, net of related debt	1,357,966	1,357,966
Unrestricted assets	<u>3,178,914</u>	<u>3,178,914</u>
Total Net Position	<u>\$ 4,536,880</u>	<u>\$ 4,536,880</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

Functions/Programs	Program Revenues				Net (Expense) Revenue and Change in Net Assets	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Activities	Total
Primary government:						
Governmental activities:						
General government	\$ 124,339	\$ -	\$ -	\$ -	\$ (124,339)	\$ (124,339)
Public safety - Fire	1,044,577	15,341	4,737	-	(1,024,499)	(1,024,499)
Public safety - EMS	614,967	-	-	-	(614,967)	(614,967)
Total net (expense) revenue for governmental activities and the primary government	<u>\$1,783,883</u>	<u>\$ -15,341</u>	<u>\$ 4,737</u>	<u>\$ -</u>	<u>(1,763,805)</u>	<u>(1,763,805)</u>
General Revenues:						
Taxes						
Property taxes					1,274,884	1,274,884
Sales taxes					1,007,889	1,007,889
Gain/Loss on disposition					44,200	44,200
Interest income					154,614	154,614
Total general revenues					<u>2,481,587</u>	<u>2,481,587</u>
Change in net assets					717,782	717,782
Net position, Beginning of Year					<u>3,819,098</u>	<u>3,819,098</u>
Net position, End of Year					<u>\$ 4,536,880</u>	<u>\$ 4,536,880</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2024

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Assets		
Deposits & investments	\$ 2,997,009	\$ 2,997,009
Taxes receivables	<u>228,942</u>	<u>228,942</u>
Total Assets	<u>3,225,951</u>	<u>3,225,951</u>
Liabilities		
Accounts payable	<u>10,571</u>	<u>10,571</u>
Total Liabilities	<u>10,571</u>	<u>10,571</u>
Deferred Inflows of Resources		
Unavailable property taxes	<u>36,466</u>	<u>36,466</u>
Total Deferred Inflows of Resources	<u>36,466</u>	<u>36,466</u>
Fund Balance		
Assigned for capital outlay	109,624	109,624
Unassigned	<u>3,069,290</u>	<u>3,069,290</u>
Total Fund Balance	<u>3,178,914</u>	<u>3,178,914</u>
Total Liabilities and Fund Balance	<u>\$ 3,225,951</u>	
Amounts reported for government activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds balance sheet. (See Note 4)		2,408,986
Long-term liabilities are not due and payable in the current year and therefore are not reported as liabilities in the governmental funds balance sheet. (See Note 5)		<u>(1,051,020)</u>
Net Position of Governmental Activities		<u>\$ 4,536,880</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE – GOVERNMENTAL FUND
For the Year Ended September 30, 2024

	General Fund	Total Governmental Funds
Revenues		
Property taxes	\$ 1,274,884	\$ 1,274,884
Sales taxes	= 1,007,889	1,007,889
Contributions	4,737	4,737
Interest income	— 154,614	154,614
Other income	15,341	15,341
Sale of assets	44,200	44,200
Total Revenues	<u>2,501,665</u>	<u>2,501,665</u>
Expenditures		
Contract services	75	75
EMS service	583,000	583,000
Fuel	11,911	11,911
Insurance	108,224	108,224
Legal and professional fees	61,810	61,810
Office and administration	21,550	21,550
Payroll expenses	477,380	477,380
Radio fees	14,057	14,057
Repair and maintenance	102,166	102,166
Supplies	66,263	66,263
Tax appraisal and collection fees	39,176	39,176
Travel and training	14,300	14,300
Utilities	18,037	18,037
Capital outlay	49,877	49,877
Debt payments	267,256	267,256
Total Expenditures	<u>1,835,082</u>	<u>1,835,082</u>
Excess (Deficiencies) of Revenues Over (Under)		
Expenditures and Other (Uses)	666,583	666,583
Fund Balance, Beginning of Year	<u>2,512,331</u>	<u>2,512,331</u>
Fund Balance, End of Year	<u>\$ 3,178,914</u>	<u>\$ 3,178,914</u>

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

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024**

Net Change in Fund Balance - Governmental Funds	\$ 666,583
---	------------

Amount reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the Statement of Activities the cost of those assets
is allocated over their estimated useful lives as depreciation expense.
This amount is the net effect of these differences in the treatment of
capital assets and related items. (See Note 4)

(176,034)

The issuance of long-term debt provides current financial resources
to governmental funds, while the repayment of the principal of
long-term debt consumes the current financial resources of governmental
funds. Neither transaction, however, has any effect on net assets.
This amount is the net effect of these differences in the treatment of
long-term debt and related items. (see Note 5)

227,233

Change in Net Position of Governmental Activities	<u>\$ 717,782</u>
---	-------------------

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 9 - Spicewood Fire Rescue (the District) was created by an election held on November 5, 2013. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. The District had no component units for the year ended September 30, 2024.

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the governmental fund.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2024.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact. --
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation. --
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the District's highest level of decision-making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance. --
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned. --

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

In the fiscal year 2022, the District amended their minimum fund balance policy. The policy requires the unassigned fund balance for fiscal year ends to be at least equal to 50 percent of the total budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the current reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of the final budget and actual results. The budget is adopted by the Board prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Board. The District adopted the current year budget on a line-item basis.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2024, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental activity columns are to be presented on a consolidated basis by column, and are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The District does not allocate indirect expenses. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants. The District does not allocate indirect expenses.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile the fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental categories, and the component units (if any). Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

The government-wide statement of net position and statement of activities are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District's revenues are recognized when they become measurable and available as current assets. Available means collectible within the current year or as soon enough thereafter to be used to pay liabilities of the current year. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal year. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

Deposits and Investments

The District's investment guidelines are defined by a written investment policy that is approved by the District's Board. In accordance with this policy, the funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

Capital Assets

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight-line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Estimated useful lives for depreciable assets are as follows:

EMS Building	5 to 40 years
Fire Department Building	5 to 40 years
Furniture and Fixtures	5 years
Machinery and Equipment	5 to 7 years
Vehicle and Equipment	5 to 10 years

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Note 2 – Property Taxes

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2023 was \$1,277,044.

The tax assessment of October 1, 2023, sets the tax levy at \$0.10 per \$100 of assessed valuation.

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

Note 3 – Deposits and Investments

The District's deposits at September 30, 2024, are comprised of demand deposit of \$133,055. The investments of the District as of September 30, 2024, consisted of \$2,863,954 with the Texas Local Government Investment Pool (TexPool).

At September 30, 2024 all of the District's balances are either insured by the FDIC or are collateralized by registered securities held by the bank's trust department in the District's name.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2024, all District cash balances were secured.

The public funds investment pool has been created pursuant to the Interlocal Corporation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool, as custodian, to make investment purchases with the District's funds.

The Comptroller of Public Accounts (the "Comptroller") is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company which is authorized to operate TexPool. Additionally, the Comptroller has established an advisory board composed of both participants in TexPool and other people who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. There are no maximum transactions amounts and withdrawals from TexPool may be made daily. TexPool uses amortized cost rather than fair value to report net assets share price.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 4 – Changes in Capital Assets

Changes in general fixed assets during the year ended September 30, 2024, were as follows:

	Balance October 1, 2023	Increase	Decrease	Balance September 30, 2024 -
Capital Assets Not Being Depreciated				
Land	\$ 47,500	\$ -	\$ -	\$ 47,500
Other Capital Assets				
- EMS Building	595,969	-	-	595,969
Fire Department Building	1,180,032	-	-	1,180,032
Furniture and Fixtures	10,230	-	-	10,230
Machinery and Equipment	600,768	49,876	6,970	643,674
Vehicle and Equipment	1,730,472	-	116,202	1,614,270
Total Other Capital Assets	4,117,471	49,876	123,172	4,044,175
Less accumulated depreciation	(1,579,951)	(225,910)	(123,172)	(1,682,689)
Other Capital Assets, Net	2,537,520	(176,034)	-	2,361,486
Total Capital Assets, Net of Depreciation	\$ 2,585,020	\$ (176,034)	\$ -	\$ 2,408,986

Current year depreciation expense of \$209,957 was charged to fire expense, \$14,713 was charged to EMS expense, and \$1,240 was charged to general government.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 5 – Changes in Non-current Liabilities.

The following is a summary of non-current liability transactions during the year ended September 30, 2024:

	Balance October 1, 2023	Additions	Payments	Balance September 30, 2024
Notes payable	\$ 1,278,253	\$ -	\$ (227,233)	\$ 1,051,020
Total	<u>\$ 1,278,253</u>	<u>\$ -</u>	<u>\$ (227,233)</u>	<u>\$ 1,051,020</u>
<u>Payee and Terms</u>			<u>Per annum Interest Rate</u>	<u>Principal Balance</u>
Government Capital Corporation, dated September 2022, for a fire truck, payable in annual installments of \$109,194 including interest, the balance due September 2032, secured by tax revenue			3.69%	\$ 744,677
TIB National, dated August 2021, for a building remodel, payable in annual installments of \$158,062 including interest, the balance due February 2026, secured by tax revenue.			2.12%	<u>306,343</u>
Total non-current liabilities				1,051,020
Less current portion				<u>(233,283)</u>
Total Long-Term Debt				<u>\$ 817,737</u>

Annual payments required to amortize all long-term debt outstanding as of September 30, 2024 including interest payments, are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 233,283	\$ 33,973	\$ 267,256
2026	239,510	27,745	267,255
2027	87,857	21,337	109,194
2028	91,099	18,095	109,194
2029	94,460	14,733	109,193
2030 to 2032	<u>304,811</u>	<u>22,767</u>	<u>327,578</u>
	<u>\$ 1,051,020</u>	<u>\$ 138,650</u>	<u>\$ 1,189,670</u>

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 6 – EMS Services

For the period November 28, 2017, through September 30, 2023, the District entered into an agreement with Marble Falls Area Emergency Medical Service, Inc to provide emergency services to the residents of Burnet County ESD#9 – Spicewood Fire Rescue. This contract was renewed for the period October 1, 2023, through September 30, 2028. Future payments for services under this contract are not to exceed the following amounts each year.

<u>Year-End</u>	<u>Amount</u>
9/30/2025	600,000
9/30/2026	618,000
9/30/2027	636,000
9/30/2028	655,000
	<u>\$ 2,509,000</u>

Note 7 – Subsequent Events

The District did not have any subsequent events through February 15, 2025, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2024.

REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 9
SPICEWOOD FIRE RESCUE
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2024

	<u>Budget</u>		<u>Actual Amounts</u>	<u>Variance with Final</u>
	<u>Original</u>	<u>Final</u>	<u>Budgetary Basis</u>	<u>Final Budget</u>
				<u>Positive (Negative)</u>
Revenues				
Property taxes	\$ 1,247,841	\$ 1,247,841	\$ 1,274,884	\$ 27,043
Sale taxes	800,000	800,000	1,007,889	207,889
Contributions	-	-	4,737	4,737
Interest income	100,000	100,000	154,614	54,614
Other income	-	-	15,341	15,341
Sale of assets	-	-	44,200	44,200
Total Revenues	2,147,841	2,147,841	2,501,665	353,824
Expenditures				
Contingency	111,192	73,177	-	73,177
Contract services	10,000	10,000	75	9,925
EMS service	583,000	583,000	583,000	-
Fuel	20,000	20,000	11,911	8,089
Insurance	78,517	113,836	108,224	5,612
Legal and professional fees	70,000	68,800	61,810	6,990
Office and administration	34,150	35,350	21,550	13,800
Payroll expenses	491,484	519,105	477,380	41,725
Radio fees	15,000	15,000	14,057	943
Repair and maintenance	105,000	125,000	102,166	22,834
Supplies	184,000	136,379	66,263	70,116
Tax appraisal and collection fees	36,575	39,271	39,176	95
Travel and training	41,000	41,000	14,300	26,700
Utilities	20,200	20,200	18,037	2,163
Capital outlay	225,000	225,000	49,877	175,123
Debt payments	122,723	122,723	267,256	(144,533)
Total Expenditures	2,147,841	2,147,841	1,835,082	312,759
Excess (Deficiencies) of Revenues Over				
(Under) Expenditures and Other (Uses)	\$ -	\$ -	666,583	\$ 666,583
Fund Balance, Beginning of Year			2,512,330	
Fund Balance, End of Year			\$ 3,178,913	

The Carlton Law Firm, P.L.L.C.

4301 Westbank Drive, Suite B-130
Austin, Texas 78746

Phone: (512) 614-0901
Facsimile: (512) 900-2855

Kelli A. N. Carlton
kelli@carltonlawaustin.com

February 21, 2025

VIA FIRST CLASS MAIL

Burnet County Judge
Burnet County Commissioners
220 S. Pierce
Burnet, Texas 78611

Re: Burnet County Emergency Services District No. 7 – May 3, 2025, Sales and Use Tax Election.

Dear Burnet County Commissioners Court:

This Firm represents Burnet County Emergency Services District No. 7 (the "District"), a political subdivision of the State of Texas.

Pursuant to §775.0751(c-1)(2) of the Texas Health and Safety Code, please accept this letter as notice that the District intends to hold a local sales and use tax election on May 3, 2025, to adopt a proposed sales and use tax rate, in an amount not to exceed 2% in any location in the District, to increase the funding for emergency services within the District's territory.

Please acknowledge receipt of this notice by stamping a copy and returning it to my office in the envelope provided.

Sincerely,

THE CARLTON LAW FIRM, P.L.L.C.



Kelli A. N. Carlton
Attorney for Burnet County ESD No. 7

cc: Doug Ferguson, Burnet County Elections Administrator (via email)
Brenda Goble (via email)

**BURNET COUNTY EMERGENCY
SERVICES DISTRICT No. 3**

Financial Statements

**For the Year Ended
September 30, 2024**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
September 30, 2024

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
REQUIRED SUPPLEMENTARY INFORMATION**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2024

As management of Burnet County Emergency Services District No. 3 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2024. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by \$224,039 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt, of \$12,512 and unrestricted net position of \$664,693 for total net position of \$677,205.
- Total revenues from all sources were \$571,481 which represents an increase of \$234,258 over the prior year. This is due to an increase in property tax revenue, as well as the District's first year of sales tax revenue collection.
- Total costs of all programs were \$347,442 which represents an increase of \$35,232. This is due primarily to increases in contract payments and professional fees.
- As of September 30, 2024, the District's governmental fund reported an ending fund balance of \$664,693, an increase of \$227,436.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. The other information includes this management's discussion and analysis as well as the budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

Governmental activities—This includes all of the District's emergency protection services which will be primarily supported with property tax and sales tax revenues.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2024:

Table 1
Net Assets

	Governmental Activities	
	<u>9/30/2024</u>	<u>9/30/2023</u>
Current assets	\$ 621,464	\$ 437,257
Sales tax receivable	47,956	-
Capital assets, net	12,512	15,909
Total assets	<u>681,932</u>	<u>453,166</u>
Other liabilities	4,727	-
Total liabilities	<u>4,727</u>	<u>-</u>
Net position:		
Invested in capital assets, net of related debt	12,512	15,909
Unrestricted	664,693	437,257
Total net position	<u>\$ 677,205</u>	<u>\$ 453,166</u>

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

Table 2
Changes in Net Assets

	Governmental Activities	
	<u>9/30/2024</u>	<u>9/30/2023</u>
Revenues:		
Program revenues:		
Charges for services	\$ -	\$ -
Operating grants and contributions	-	-
Capital grants and contributions	-	-
General revenues:		
Property tax revenue	421,699	336,821
Sales tax revenue	139,694	-
Interest income	10,088	402
Total revenues	<u>571,481</u>	<u>337,223</u>
Expenses:		
General government	32,318	16,646
Public safety	315,124	295,564
Total expenses	<u>347,442</u>	<u>312,210</u>
Change in net position	224,039	25,013
Net position - October 1	453,166	428,153
Net position - September 30	<u>\$ 677,205</u>	<u>\$ 453,166</u>

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental fund.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental fund statements* provide a detailed short-term view of the government operations and the basic services it provided and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget. The governmental fund financial statements begin on page 10, and the budgetary comparison schedule is on page 20.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 through 18 of this report.

General Fund Budgetary Highlights

The District did amend the budget during the fiscal year to increase professional fees and decrease office expenses.

Actual expenditures on a budgetary basis were 15 percent lower than budgeted expenditures mainly due to less capital assets purchased. The District's overall actual revenues were 29 percent more than budgeted due to unbudgeted sales tax revenue and interest income.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2024, amounts to \$12,512 (net of accumulated depreciation). This investment in capital assets includes furniture and equipment.

**Capital Assets
Government Activities
(net of depreciation)**

	9/30/2024	9/30/2023
Furniture and Equipment	\$ 12,512	\$ 15,909
Total	\$ 12,512	\$ 15,909

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2024**

Capital Assets - Continued

During the fiscal year ended September 30, 2024, a computer was purchased by the District, an old computer was disposed of.

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

Debt Administration

As of September 30, 2024, the District had no debt.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to remain constant in the next fiscal year. collections. In the next fiscal year, the District will continue to use these funds to support the City of Granite Shoals Fire Department.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of Burnet County Emergency Services District No. 3. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 3, P.O. Box 3038, Marble Falls, TX 78654.

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No. 3

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 3, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Burnet County Emergency Services District No. 3's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Burnet County Emergency Services District No. 3, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Burnet County Emergency Services District No. 3, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 3's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Burnet County Emergency Services District No. 3's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 3's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Oliver, Rainey & Wojtek, LLP

Oliver, Rainey & Wojtek, LLP
February 11, 2025

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF NET POSITION
As of September 30, 2024

	Primary Government	
	Governmental	
	Activities	Total
Assets		
Deposits and investments	\$ 621,464	\$ 621,464
Sales tax receivable	47,956	47,956
Capital assets, net	12,512	12,512
Total Assets	681,932	681,932
Liabilities		
Accounts payable	4,727	4,727
Total Liabilities	4,727	4,727
Net Position		
Invested in capital assets, net of related debt	12,512	12,512
Unrestricted assets	664,693	664,693
Total Net Position	\$ 677,205	\$ 677,205

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

		<u>Program Revenues</u>			<u>Net (Expense) Revenue and Change in Net Assets</u>	
<u>Functions/Programs</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contribution</u>	<u>Primary Government Activities</u>	<u>Total</u>
Primary government:						
Governmental activities:						
General government	\$ 32,318	\$ -	\$ -	\$ -	\$ (32,318)	\$ (32,318)
Public safety	315,124	-	-	-	(315,124)	(315,124)
Total net (expense) revenue for governmental activities and the primary government	<u>\$ 347,442</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(347,442)</u>	<u>(347,442)</u>
General Revenues:						
Taxes						
					421,699	421,699
					139,694	139,694
					10,088	10,088
					<u>571,481</u>	<u>571,481</u>
					224,039	224,039
					453,166	453,166
					<u>\$ 677,205</u>	<u>\$ 677,205</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2024

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Assets		
Deposits & investments	\$ 621,464	\$ 621,464
Tax receivables	57,324	57,324
Total Assets	<u>678,788</u>	<u>678,788</u>
Liabilities		
Accounts payable	4,727	4,727
Total liabilities	<u>4,727</u>	<u>4,727</u>
Deferred Inflows of Resources		
Unavailable property taxes	9,368	9,368
Total Deferred Inflows of Resources	<u>9,368</u>	<u>9,368</u>
Fund Balance		
Unassigned	664,693	664,693
Total Fund Balance	<u>664,693</u>	664,693
Total Liabilities and Fund Balance	<u>\$ 678,788</u>	
Amounts reported for government activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. (See Note 4)		<u>12,512</u>
Net Position of Governmental Activities		<u>\$ 677,205</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
GOVERNMENTAL FUND
For the Year Ended September 30, 2024

	General Fund	Total Governmental Funds
Revenues		
Property tax revenue	\$ 421,699	\$ 421,699
Sales tax revenue	139,694	\$ 139,694
Interest income	10,088	10,088
Total Revenues	<u>571,481</u>	<u>571,481</u>
Expenditures		
Capital outlay	1,000	1,000
Contract fire disbursements	306,000	306,000
Dispatch services	4,727	4,727
Insurance	2,227	2,227
Legal and professional	18,241	18,241
Office and administration	7,685	7,685
Travel and training	4,165	4,165
Total Expenditures	<u>344,045</u>	<u>344,045</u>
Excess (Deficiencies) of Revenues Over (Under)		
Expenditures and Other (Uses)	227,436	227,436
Fund Balance, Beginning of Year	<u>437,257</u>	<u>437,257</u>
Fund Balance, End of Year	<u>\$ 664,693</u>	<u>\$ 664,693</u>

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

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024**

Net Change in Fund Balance - Governmental Funds	\$ 227,436
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Amount reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the Statement of Activities the cost of those assets
is allocated over their estimated useful lives as depreciation expense.
This amount is the net effect of these differences in the treatment of
capital assets and related items. (See Note 4)

(3,397)

Change in Net Position of Governmental Activities	<u>\$ 224,039</u>
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The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 3 (the District) was created by an election held on November 22, 2011. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. The District had no component units for the year ended September 30, 2024.

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the general fund.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2024.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the District's highest level of decision-making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

In fiscal year 2012, the District adopted a minimum fund balance policy. The policy requires the unassigned fund balance to be at least equal to 20 percent of the total budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the current reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of the final budget and actual results. The budget is adopted by the Board prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Board. The District adopted the current year budget on a line-item basis.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2024, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental activity columns are to be presented on a consolidated basis by column, and are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The District does not allocate indirect expenses. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile the fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental categories, and the component units (if any). Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

The government-wide statement of net position and statement of activities are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District’s revenues are recognized when they become measurable and available as current assets. Available means collectible within the current year or as soon enough thereafter to be used to pay liabilities of the current year. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal year. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

Deposits and Investments

The District’s investment guidelines are defined by a written investment policy that is approved by the District’s Board. In accordance with this policy, the funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

Capital Assets

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost is not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight-line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Estimated useful lives for depreciable assets are as follows:

Furniture and equipment	5 to 7 years
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Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 1 – Summary of Significant Accounting Policies – Continued

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Note 2 – Property Taxes

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2023 was \$421,964.

The tax assessment of October 1, 2023, sets the tax levy at \$0.0625 per \$100 of assessed valuation.

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

Note 3 – Deposits and Investments

As of September 30, 2024, cash deposits were with a depository bank in interest bearing accounts, and these balances approximated fair value. As of the balance sheet date, the District's deposits totaled \$621,464 and the bank balance was \$621,714

At September 30, 2024, \$133,441 of the District's balances were uninsured by the FDIC.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2024, \$123,178 of the District's cash balances were unsecured.

Note 4 – Changes in Capital Assets

Changes in general fixed assets during the year ended September 30, 2024, were as follows:

	October 1, 2023	Increase	Decrease	September 30, 2024
Capital Assets				
Furniture and Equipment	\$ 34,189	\$ 1,000	\$ (850)	\$ 34,339
Total Capital Assets	34,189	1,000	(850)	34,339
Less accumulated depreciation	(18,280)	(4,397)	850	(21,827)
Capital Assets, Net	\$ 15,909	\$ (3,397)	\$ -	\$ 12,512

Current year depreciation expense of \$4,397 was charged to public safety expenses.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024

Note 5 – Commitment

Effective October 1, 2012, the District entered into an agreement with the City of Granite Shoals Fire Department (the Department). The Department agreed to provide emergency services to all persons and property within the emergency services district, including response to life-threatening emergencies and rescue calls by making available adequate staff and administrative assistance.

A new contract was approved late in fiscal year 2019 with the City of Granite Shoals Fire Department. An amendment to the contract was approved in fiscal years 2024 and 2025. The term is for two years effective October 1, 2023, and continuing through September 30, 2025. The annual support increases annually from \$306,000 up to \$321,000.

Amounts to be paid to the Department shall be disbursed at the discretion of the Commissioners and may include expenses for operations and other expenditures approved by the District for maintaining emergency services within the District.

Note 6 – Subsequent Events

The District did not have any other subsequent events through February 11, 2025, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2024.

REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2024

	<u>Budget</u>		<u>Actual Amounts</u>	<u>Variance with Final</u>
	<u>Original</u>	<u>Final</u>	<u>Budgetary Basis</u>	<u>Final Budget</u>
				<u>Positive (Negative)</u>
Revenues				
Property tax revenue	\$ 441,793	\$441,793	\$ 421,699	\$ (20,094)
Sales tax revenue	-	-	139,694	139,694
Interest income	-	-	10,088	10,088
Total Revenues	<u>441,793</u>	<u>441,793</u>	<u>571,481</u>	<u>129,688</u>
Expenditures				
Capital outlay	60,000	60,000	1,000	59,000
Contract fire disbursements	306,000	306,000	306,000	-
Dispatch services	-	-	4,727	(4,727)
Insurance	2,500	2,500	2,227	273
Legal and Professional fees	15,000	16,500	18,241	(1,741)
Office and administration	16,422	12,922	7,685	5,237
Travel and training	6,000	6,000	4,165	1,835
Total Expenditures	<u>405,922</u>	<u>403,922</u>	<u>344,045</u>	<u>59,877</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	<u>\$ 35,871</u>	<u>\$ 37,871</u>	227,436	<u>\$ 189,565</u>
Fund Balance, Beginning of Year			<u>437,257</u>	
Fund Balance, End of Year			<u>\$ 664,693</u>	

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 14, 2025

TO: Persons on the attached mailing list

Re: Standard Permit Registration Number: 176835
Asphalt Inc LLC
Rock Crushing Plant
Burnet, Burnet County
Regulated Entity Number: RN112003348
Customer Reference Number: CN604722728

On February 14, 2025 the Texas Commission on Environmental Quality (TCEQ) executive director (ED) approved the above-referenced application, in accordance with Title 30 Texas Administrative Code (30 TAC) Section 50.135.

Enclosed with this letter are instructions to view the ED's Response to Public Comment (RTC) on the TCEQ's website. Individuals who would prefer a mailed copy of the RTC or are experiencing difficulty accessing the RTC on the website, should contact the Office of the Chief Clerk, by phone at (512) 239-3300 or by email at chiefclk@tceq.texas.gov.

The Texas Clean Air Act, Texas Health & Safety Code Section 382.061(b), provides that a person affected by an action of the ED may appeal to the Commission by filing a motion to overturn the ED's decision. TCEQ rules related to motion to overturn are found in 30 TAC Section 50.139.

If a motion to overturn is filed, the motion must be received by the chief clerk within 23 days after the date of this letter. An original and 7 copies of a motion must be filed with the chief clerk in person, or by mail to the chief clerk's address on the attached mailing list. On the same day the motion is transmitted to the chief clerk, please provide copies to the applicant, the ED's attorney, and the Public Interest Counsel at the addresses listed on the attached mailing list.

You may also request judicial review of the ED's action. The procedure and timelines for seeking judicial review of a commission or executive director action are governed by Texas Health and Safety Code Section 382.032.

MAILING LIST FOR PERMIT NUMBER: 176835
Burnet County

FOR THE APPLICANT:

Thomas Playfair
Manager
Asphalt Inc LLC
11675 Jollyville Rd Ste 150
Austin, TX 78759-4108

PROTESTANTS/INTERESTED PERSONS:

See Attached List

FOR THE EXECUTIVE DIRECTOR:

Katherine Keithley
Texas Commission on Environmental Quality
Environmental Law Division, MC-173
P.O. Box 13087
Austin, Texas 78711-3087

Ms. Anna Nugent
Texas Commission on Environmental Quality
Office of Air
Air Permits Division, MC-163
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE PUBLIC EDUCATION PROGRAM:

Mr. David Greer
Texas Commission on Environmental Quality
Environmental Assistance Division
Public Education Program, MC-108
P.O. Box 13087
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL:

Mr. Garrett Arthur
Texas Commission on Environmental Quality
Public Interest Counsel, MC-103
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE CHIEF CLERK:

Ms. Laurie Gharis
Texas Commission on Environmental Quality
Office of Chief Clerk, MC-105
P.O. Box 13087
Austin, Texas 78711-3087

Bobby Janecka, *Comisionado*
Catarina R. Gonzales, *Comisionada*
Kelly Keel, *Directora Ejecutiva*



COMISIÓN DE CALIDAD AMBIENTAL DE TEXAS

Protegiendo a Texas mediante la Reducción y la Prevención de la Contaminación

14 de febrero de 2025

Para: Personas en la lista de correo adjunta

Asunto: Número de registro de permiso estándar: 176835
Asphalt Inc LLC
Rock Crushing Plant
Burnet, Burnet County
Núm. de Entidad Regulada: RN112003348
Núm. de Referencia de Cliente: CN604722728

El 14 de febrero de 2025 la directora ejecutiva (DE) de la Comisión de Calidad Ambiental de Texas (la TCEQ) aprobó la solicitud antes mencionada de conformidad con la sección 50.135 del Título 30 del Código Administrativo de Texas (30 TAC, por sus siglas en inglés).

Se envían en adjunto instrucciones para consultar la Respuesta a Comentarios Públicos (RTC, por sus siglas en inglés) de la DE en el sitio web de la TCEQ. Las personas que prefieran recibir una copia por correo de la RTC o que estén teniendo dificultades para acceder al documento en el sitio web deben ponerse en contacto con la Secretaria Oficial mediante llamada al (512) 239-3300 o bien mensaje de correo electrónico a chiefclk@tceq.texas.gov.

La sección 382.061(b) del Código de Salud y Seguridad de Texas (La Ley de Aire Limpio de Texas) establece que una persona afectada por una acción de la DE puede apelar a la Comisión presentando una moción para anular la decisión de la DE. Las normas de la TCEQ relacionadas con la moción para anular se encuentran en la sección 50.139 del 30 TAC.

Si se presenta una moción para anular, la secretaria oficial debe recibirla dentro de los 23 días posteriores a la fecha de la presente. Es necesario presentar la moción original y 7 copias de ésta ante la secretaria oficial ya sea en persona o por correo a la dirección de la secretaria oficial que aparece en la lista de correo que se envía en adjunto. El mismo día en que se transmita la moción a la secretaria oficial, favor de enviar copias al solicitante, al abogado de la DE y al abogado asesor de interés público a las direcciones que aparecen en la lista antes mencionada.

También es posible solicitar una revisión judicial de la acción de la DE. El proceso y los plazos para solicitar una revisión judicial de una acción de la comisión o de la DE se rigen por la sección 382.032 del Código de Salud y Seguridad de Texas.

LISTA DE CORREO PARA EL PERMISO NÚMERO 176835
Condado de Burnet

PARA EL SOLICITANTE:

Thomas Playfair
Manager
Asphalt Inc LLC
11675 Jollyville Rd Ste 150
Austin, TX 78759-4108

PROTESTANTES/PERSONAS INTERESADAS:

Ver Lista Adjunta

PARA LA DIRECTORA EJECUTIVA:

Katherine Keithley
Texas Commission on Environmental Quality
Environmental Law Division, MC-173
P.O. Box 13087
Austin, Texas 78711-3087

Ms. Anna Nugent
Texas Commission on Environmental Quality
Office of Air
Air Permits Division, MC-163
P.O. Box 13087
Austin, Texas 78711-3087

PARA EL PROGRAMA DE EDUCACIÓN
PÚBLICA:

Mr. David Greer
Texas Commission on Environmental Quality
Environmental Assistance Division
Public Education Program, MC-108
P.O. Box 13087
Austin, Texas 78711-3087

PARA EL ABOGADO ASESOR DE INTERÉS
PÚBLICO:

Mr. Garrett Arthur
Texas Commission on Environmental Quality
Public Interest Counsel, MC-103
P.O. Box 13087
Austin, Texas 78711-3087

PARA LA SECRETARIA OFICIAL:

Ms. Laurie Gharis
Texas Commission on Environmental Quality
Office of Chief Clerk, MC-105
P.O. Box 13087
Austin, Texas 78711-3087

CHRISTI CRADDICK, *CHAIRMAN*
WAYNE CHRISTIAN, *COMMISSIONER*
JIM WRIGHT, *COMMISSIONER*



DANA AVANT LEWIS, *DIRECTOR*

RAILROAD COMMISSION OF TEXAS HEARINGS DIVISION

February 14, 2025

TO: ALL GOVERNING BODIES

Re: **OS-24-00019196, Consolidated:** Statement of Intent Filed by Atmos Energy Corp. to Change Gas Utility Rates Within the Unincorporated Areas of the Mid-Tex Division

Enclosed is the Notice of Hearing for the above-referenced gas utility docket at the Railroad Commission of Texas. No action is required on your part. This Notice was issued to the parties in this docket on February 10, 2025, and is being provided to you, as governing body of an affected municipality or county, in accordance with the Texas Utilities Code.¹

Sincerely,

A blue ink handwritten signature, appearing to read "Brennan J. Foley", written in a cursive style.

Brennan J. Foley
Administrative Law Judge

Enclosure

¹ See Tex. Util. Code § 104.105(c) ("The regulatory body shall give reasonable notice of the hearing, including notice to the governing body of each affected municipality and county.").

The presiding ALJ shall conduct the hearing pursuant to the requirements of Chapter 2001 (Administrative Procedure) of the Texas Government Code, Title 16, Part 1 (Railroad Commission of Texas) of the Texas Administrative Code, and other applicable authority.

Particular Statutes and Rules Involved. The statutes and rules applicable to this proceeding may include, but are not limited to, the following:

1. All sections in GURA Chapters 101 (General Provisions and Office of Public Utility Counsel), 102 (Jurisdiction and Powers of Railroad Commission and Other Regulatory Authorities), 103 (Jurisdiction and Powers of Municipality), 104 (Rates and Services), and 121 (Gas Pipelines); and
2. Title 16, Part 1 (Railroad Commission of Texas), of the Texas Administrative Code, including Chapters 1 (Practice and Procedure) and 7 (Gas Services Division).

Time, Place, and Nature of Hearing. IT IS DIRECTED that the hearing on the merits shall commence at **9:00 a.m. on Tuesday, March 11, 2025**, in the William B. Travis Building, located at 1701 North Congress Avenue, Austin, Texas. Please check with Docket Services (Room 12-110) the morning of the hearing for the room location. If the hearing is not concluded on the day it commences, the hearing will be continued from day to day, as announced, until concluded.

IT IS FURTHER DIRECTED that all parties desiring to present sworn testimony, documentary and demonstrative evidence, and argument regarding any issue of law or fact at the final hearing on the merits shall appear in person or by an attorney. For good cause shown, the ALJ may permit part of the proceeding to be conducted telephonically pursuant to Commission Rule § 1.112 (Proceedings by Telephony).

Written Transcript of the Hearing. The record of the hearing will be made by recording device or by stenographic transcription by the court reporter. Any party that desires a written transcription of the hearing should contact the court reporter at (512) 474-2233. The Commission may assess the cost of the transcript or expedited transcript to one or more parties pursuant to Section 2001.059 (Transcript) of the Texas Government Code.

Auxiliary Aids or Services for Persons with a Disability. Any individual with a disability who needs auxiliary aids and services to have an equal opportunity to effectively communicate and participate in the hearing must request such aids or services at least two weeks prior to the hearing by notifying the Human Resources Department of the Commission by mail at P.O. Box 12967, Austin, Texas 78711-2967 or by telephone at (512) 463-6981 or TDD No. (800) 735-2989.

Contact for Additional Information. In accordance with Tex. Gov't Code § 2001.061 and 16 Tex. Admin. Code § 1.6, ex parte communications with the ALJ, Examiners, and Commissioners are prohibited. Any persons or entities desiring additional information may contact the Commission by writing to the Director, Hearings Division, Railroad Commission of Texas, 1701 North Congress Avenue, P. O. Box 12967, Capitol Station, and Austin, Texas 78711-2967. Any persons or entities having clerical questions, such

The Carlton Law Firm, P.L.L.C.

4301 Westbank Drive, Suite B-130
Austin, Texas 78746

Phone: (512) 614-0901
Facsimile: (512) 900-2855

Kelli A. N. Carlton
kelli@carltonlawaustin.com

February 21, 2025

VIA FIRST CLASS MAIL

Burnet County Judge
Burnet County Commissioners
220 S. Pierce
Burnet, Texas 78611

Re: Burnet County Emergency Services District No. 7 – May 3, 2025, Sales and Use Tax Election.

Dear Burnet County Commissioners Court:

This Firm represents Burnet County Emergency Services District No. 7 (the "District"), a political subdivision of the State of Texas.

Pursuant to §775.0751(c-1)(2) of the Texas Health and Safety Code, please accept this letter as notice that the District intends to hold a local sales and use tax election on May 3, 2025, to adopt a proposed sales and use tax rate, in an amount not to exceed 2% in any location in the District, to increase the funding for emergency services within the District's territory.

Please acknowledge receipt of this notice by stamping a copy and returning it to my office in the envelope provided.

Sincerely,

THE CARLTON LAW FIRM, P.L.L.C.



Kelli A. N. Carlton
Attorney for Burnet County ESD No. 7

cc: Doug Ferguson, Burnet County Elections Administrator (via email)
Brenda Goble (via email)

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

25.

Meeting Date: 03/11/2025

Subject

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

- a. Approval of signatures on required paperwork with Net Solutions for installing panic buttons for the Main Courthouse, JP1 Office, North Annex, South Annex, and the Old jail
 - b. Inmate Housing Agreement with Bell County
 - c. Vetride Agreement between Llano County for services in an amount not to exceed \$6,500.00
 - d. Amendment No. 2 to Jail Inmate Food Service Contract with Aramark Correctional Services, LLC for CPI Increase
 - e. Sponsorship application for May Fest for \$750 to be paid out of Hotel/Motel Fund
 - f. Contract between The 1 Community and Burnet County Tourism in an amount not to exceed \$1,500.00 per month for March 2025-August 2025
 - g. Proposal from Architexas for Architectural Services for limited waterproofing and material displacement work at the Burnet County Courthouse
 - h. Contract with Hood County for the housing of inmates in the Burnet County Jail
 - i. Approve the Flock Group, Inc. contract in an amount not to exceed \$44,000.00 during the 24 month term
 - j. LEVY Services
 - k. Contract labor agreement with DIJ Construction for striping on CR 409
 - l. Contract agreement with Deckard Technologies specializing in monitoring short term rental compliance
-

Attachments

Net Solutions agreement
Bell County Inmate housing
Llano Vetride
Food Amendment
May fest
Community 1 Contract
Architect Svcs
Architexas
Hood County Inmate
Flock Safety
Agreement for Flock
Work Order for DIJ CR 409
Deckard agreement



Alarm Account Checklist

Please confirm that all information in this form is correct and up to date. Please also ensure all fields requiring client information is filled out with the most up to date information. If any information in this form requires updating presently or in the future, please email support@nss1.org and CC info@nss1.org for assistance.

Paperwork in this document includes;

- Data Sheet Information
- Credit Card Information



Technician: NSS Tech

Office Manager: Sandy Nguyen

Client: Burnet County Justice of the Peace #1

Account #: 620-0499

Data Sheet Information



Alarm Type: Video Monitored ☒ Standard Burglary
Install Type: ☒ New Take Over
Business Type Residential ☒ Commercial

Company: Burnet County Justice of the Peace #1
Passcode: False Alarm > this is a word or phrase of your choice for when / if a false alarm is triggered. Give this
First Name: Melissa phrase to the monitoring station to notify them to
Last Name: Cavness cancel police dispatch in the case of a false alarm.
Street Address: 209 S Pierce St
City: Burnet
State: TX
Zip: 78611
Phone: (512) 756-5421 for your text & email notifications

Est. Install Date: TBD
Date Online: TBD
Panel Type: Qolsys IQ Panel 4
Technicians: NSS Tech
Permit #: N/A

Contact List:

Who should our monitoring station contact in the event of a tripped alarm?

Contact #1 Dispatch 512-756-0649 (land line - anyone who answers)

Contact #2 Chief Alan Trevino 737-251-3001

Contact #3 Sgt. Amy Willeke 325-716-8655

LOCAL POLICE # Dispatch will contact the needed local agency.
LOCAL FIRE #
LOCAL EMS #

Customer Signature:

Monitoring Phone Number (800) 299-9900

Monitoring Acct. # 620-0499

Burnet County will pay entire invoice Net 30 by check on the next available commissioners court date after installation is complete.



Credit Card Information

***Card Information

NAME AS APPEARS ON CREDIT CARD: _____

Credit Card Number: _____

Billing Address:

Billing State:

Billing Zip:

CVV:

Expiration Date:

CARD TYPE

(e.g. Visa, Mastercard, Debit):

***Bank Account Information

Name of Bank:

Bank Account #:

Routing #:

MONTHLY RECURRING ON BILLED CHARGES US \$ \$35

ONE -TIME CHARGE AMOUNT: US \$

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as a one-

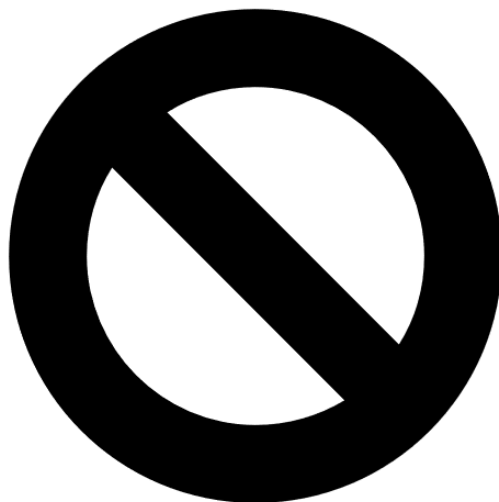
id card or bank account
agreement

Customer Signature:

Email Address:

Monitoring Phone Numt
(800) 299-9900

620-0499



Notice of Permit Seizure



This is an official notice from NSS informing you that you must apply for and obtain an Alarm Permit for your local city/state.

Failure to obtain a permit before your system is activated may result in additional fees by the local/state government. NSS is not responsible or liable for any fees accrued due to failing to obtain your permit. By signing below, you acknowledge that you have been notified to obtain your Alarm Permit and are aware that there are potential penalties from the city/state if you fail to do so.

City of Burnet does not require permits for Alarms.

Customer Signature:

If you have any additional questions or concerns, please call the office at (512)712-4130 or email us at support@nss1.org.



NAME: Burnet County BUILDING NAME: JP1 209 S PIERCE ST, BURNET TX 78611

CONTACT: _____ PHONE: _____

BILLING
EMAIL: _____ ADDRESS: 220 S. PIERCE ST, BURNET, TX 78611

EIN/SOCIAL: 74-6000454

Burnet County of _____, Burnet Texas, Burnet Co (the "Customer") wishes to engage NET SOLUTIONS AND SECURITY LLC("NSS") of 3105 W. Slaughter Lane, Austin, Texas 78748 to provide the customer with the following improvements, including labor and installation (the "Improvements or Work") pursuant to this agreement (this Agreement"): _____ BurglaryAlarms _____ Access Control _____.

* total of entire project

1. Customer agrees to pay NSS the stipulated sum of \$23,955.76, due NET 30 to the Customer by NSS that all of the Work is complete (the "Completion Date), and \$____ per month for _____ 12 months/ _____ 24 months/ _____ 36 months (all such amounts, beings the "Contact Sum"). Customer and NSS agree the Customer's acceptance of the work will be conclusively presumed to constitute, NSS agree that the work will be conclusively presumed to constitute NSS' complete and full compliance with this Agreement. Initials:_____
2. This agreement will commence on the date that the agreement is signed by both Customer and NSS and will remain in full force and effect until both the work is complete and the customer has paid NSS the contract sum. Customer and NSS agree to cooperate with each other to enable the work to be complete and the contract sum paid. Initials_____.
3. Upon the completion date, NSS agrees to remove any debris and surplus materials related to the work. NSS warrants that the work meets the residential construction warranties adopted by the Texas Residential Construction Commission in effect as of August 30, 2009. NSS warranties in respect of the work and materials for one year after the completion date. The express warranty is given in lieu of an implied warranty if good and workmanlike construction , which is disclaimed. Initials:_____
4. Should NSS encounter concealed conditions when performing the work the contract sum and equitably adjusted by change order within twenty days after notice by NSS to the customer of the concealed conditions. Initials_____
5. NSS is under no duty to make any changes to the work unless and until a mutually agreeable change order or written modification to the agreement is signed by NSS and customer if customer at any time before ordering. The progress of work wants any modifications made to the work (changed work) customers will request in writing the NSS undertake the changed work. If NSS agrees to do the changed work and assess may submit to customer and estimate of cost of the changed work and an extension of completion date to reflect the additional time required for completing the work and changed work upon written agreement by customer and NSS with respect to the changed work, the contract some in the complete state will automatically adjust to the total agreed upon contract sum and the new completion date Initials_____
6. Time is over the essence unless otherwise specified it all references today's mean calendar days. Business days exclude all Saturdays and Sundays and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national Holiday, the obligation is performable on the next business day. Initials_____
7. NSS is an independent contractor as the term is defined in the construction industry. NSS has the right to subcontract any part or all of the work. Initials _____
NSS will not be liable to the customer or any agent or associate of the customer for any mistake or error in judgment or for any act or omission done in good faith and believed to be written in the scope of authority conferred or implied by the agreement. Initials_____
8. Unless otherwise specified provided for reference to any equipment, material, or patented process by trade name, make or catalog number is regarded as establishing a standard of quality and is not constructed as limiting competition NSS

may use that and necessities option to use any equipment, material, article or patented process that subsequently equal to that named. Initials _____

9. Customers may assign this agreement with the consent of NSS and so long as the assignee agrees to be bound by the terms of this agreement? In the event that the customer fails to pay any amount when due within three business days after receiving notice from NSS, NSS shall be entitled to accelerate all amounts to be paid under this agreement. In the event that the customer fails to pay the accelerated amount, such amount shall bear interest at the amount permitted in the state of Texas and NSS shall be entitled to place a lien on customer's property and take any other action permissible at law. Initials _____
10. This agreement may be amended only by an instrument in writing signed by the customer and NSS. Initials _____
11. Any notice required or permitted under the agreement must be in writing and may be given by regular mail. Personal delivery courier delivery. Electronic transmission, facsimile transmission or other commercially reasonable means and will be effective when actually received the address for the notice for the customer and NSS are set forth below by their respective signature and may be changed by written notice delivery as provided herein. Initials _____
12. This agreement shall be governed by the laws of the state of Texas. Venue is in the county and countries in which the work is completed. The address for which is set forth beneath customer signature here on. If either party retains an attorney to enforce this contract, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs and related expenses. Initials _____
13. This agreement is subject to chapter 27 of the Texas property code. The provisions of the chapter may affect customer's right to recover damages arising from the construction defect. If the customer has a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by this agreement, the customer must provide the notice required by chapter 27 of the Texas property code to NSS by certified mail. Return receipt requested not later than the 60th day before the date customer files suit to recover damages in the court of law or initiate arbitration. The notice must refer to chapter 27 of the Texas property code and must describe the construction defect if requested by NSS. Customers must provide NSS an opportunity to inspect and cure the defect as provided by section 27.004 of the Texas property code. Initials _____
14. This agreement constitutes the entire agreement of the customer and NSS. There are no representations agreements or promises between the parties that are not set forth in this agreement. If this agreement is executed in multiple counterparts and all counterparts taken together will constitute this agreement. This agreement is fully executed and effective as of the later of the two dates set forth below. Initials _____
15. YOU THE CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. Initial _____

CUSTOMER

Signature _____

Printed Name DAMON BEIRELE

Title COMMISSIONER PCT # 2

Address 220 S. PIERCE ST. BURNET, TX 78611

Date MARCH 11, 2025

Signature _____

Printed Name _____

Title _____

3105 W. Slaughter Lane
Austin, Texas 78748

Date _____



Alarm Account Checklist

Please confirm that all information in this form is correct and up to date. Please also ensure all fields requiring client information is filled out with the most up to date information. If any information in this form requires updating presently or in the future, please email support@nss1.org and CC info@nss1.org for assistance.

Paperwork in this document includes;

- Data Sheet Information
- Credit Card Information



Technician: NSS Tech

Office Manager: Sandy Nguyen

Client: Burnet County Main Courthouse

Account #: 620-0498

Data Sheet Information



Alarm Type: Video Monitored ☒ Standard Burglary
Install Type: ☒ New Take Over
Business Type: Residential ☒ Commercial

Company: Burnet County Main Courthouse
Passcode: False Alarm > this is a word or phrase of your choice for
First Name: Amy when / if a false alarm is triggered. Give this
Last Name: Willeke phrase to the monitoring station to notify them to
Street Address: 220 S Pierce St cancel police dispatch in the case of a false alarm.
City: Burnet
State: TX
Zip: 78611
Phone: (512) 715-5223 for your text & email notifications

Est. Install Date: TBD
Date Online: TBD
Panel Type: Qolsys IQ Panel 4
Technicians: NSS Tech
Permit #: N/A

Contact List:

Who should our monitoring station contact in the event of a tripped alarm?

Contact #1 Dispatch 512-756-0649 (land line - anyone who answers)

Contact #2 Chief Alan Trevino 737-251-3001

Contact #3 Sgt. Amy Willeke 325-716-8655

LOCAL POLICE # Dispatch will contact the needed local agency
LOCAL FIRE #
LOCAL EMS #

Customer Signature:

Monitoring Phone Number (800) 299-9900

Monitoring Acct. # 620-0498

Burnet County will pay entire invoice Net 30 by check on the next available commissioners court date after installation is complete.



Credit Card Information

***Card Information

NAME AS APPEARS ON CREDIT CARD: _____

Credit Card Number: _____

Billing Address:

Billing State:

Billing Zip:

CVV:

Expiration Date:

CARD TYPE

(e.g. Visa, Mastercard, Debit):

***Bank Account Information

Name of Bank:

Bank Account #:

Routing #:

MONTHLY RECURRING ON BILLED CHARGES US \$ \$35

ONE -TIME CHARGE AMOUNT: US \$

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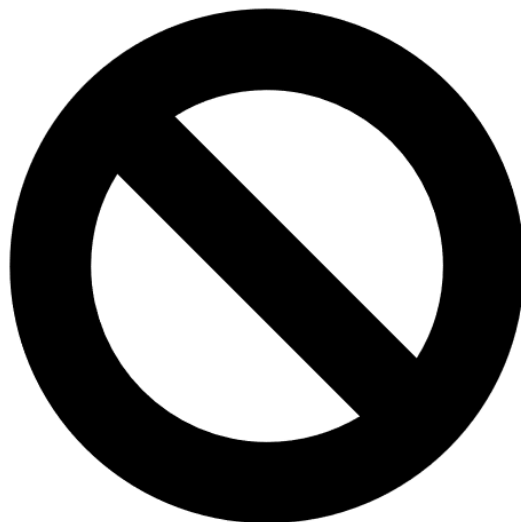
id card or bank account
agreement

Customer Signature:

Email Address:

Monitoring Phone Nu
(800) 299-9900

620-0498



Notice of Permit Seizure



This is an official notice from NSS informing you that you must apply for and obtain an Alarm Permit for your local city/state.

Failure to obtain a permit before your system is activated may result in additional fees by the local/state government. NSS is not responsible or liable for any fees accrued due to failing to obtain your permit. By signing below, you acknowledge that you have been notified to obtain your Alarm Permit and are aware that there are potential penalties from the city/state if you fail to do so.

City of Burnet does not require permits for Alarms.

Customer Signature:

If you have any additional questions or concerns, please call the office at (512)712-4130 or email us at support@nss1.org.



NAME: Burnet County BUSINESS NAME: Main Courthouse 220 S. Pierce St. Burnet, TX 78611

CONTACT: Amy Willeke PHONE: (512) 715-5223

EMAIL: awilleke@burnetsheriff.com Billing ADDRESS: 220 S. Pierce St., Burnet, TX 78611

EIN/SOCIAL: 74-6000454

Burnet County of , Burnet Texas, Burnet Co. (the "Customer") wishes to engage NET SOLUTIONS AND SECURITY LLC("NSS") of 3105 W. Slaughter Lane, Austin, Texas 78748 to provide the customer with the following improvements, including labor and installation (the "Improvements or Work") pursuant to this agreement (this Agreement"): BurglaryAlarms Access Control .

* Total of entire project

1. Customer agrees to pay NSS the stipulated sum of \$ 23,955.76, due upon notice to the Customer by NSS that all of the Work is complete (the "Completion Date), and \$ per month for 12months/ 24 months/ 36 months (all such amounts, beings the "Contact Sum"). Customer and NSS agree the Customer's acceptance of the work will be conclusively presumed to constitute, NSS agree that the work will be conclusively presumed to constitute NSS' complete and full compliance with this Agreement. Initials:
2. This agreement will commence on the date that the agreement is signed by both Customer and NSS and will remain in full force and effect until both the work is complete and the customer has paid NSS the contract sum. Customer and NSS agree to cooperate with each other to enable the work to be complete and the contract sum paid. Initials .
3. Upon the completion date, NSS agrees to remove any debris and surplus materials related to the work. NSS warrants that the work meets the residential construction warranties adopted by the Texas Residential Construction Commission in effect as of August 30, 2009. NSS warrants in respect of the work and materials for one year after the completion date. The express warranty is given in lieu of an implied warranty if good and workmanlike construction , which is disclaimed. Initials:
4. Should NSS encounter concealed conditions when performing the work the contract sum and equitably adjusted by change order within twenty days after notice by NSS to the customer of the concealed conditions. Initials
5. NSS is under no duty to make any changes to the work unless and until a mutually agreeable change order or written modification to the agreement is signed by NSS and customer if customer at any time before ordering. The progress of work wants any modifications made to the work (changed work) customers will request in writing the NSS undertake the changed work. If NSS agrees to do the changed work and assess may submit to customer and estimate of cost of the changed work and an extension of completion date to reflect the additional time required for completing the work and changed work upon written agreement by customer and NSS with respect to the changed work, the contract some in the complete state will automatically adjust to the total agreed upon contract sum and the new completion date Initials
6. Time is over the essence unless otherwise specified it all references today's mean calendar days. Business days exclude all Saturdays and Sundays and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national Holiday, the obligation is performable on the next business day. Initials
7. NSS is an independent contractor as the term is defined in the construction industry. NSS has the right to subcontract any part or all of the work. Initials
NSS will not be liable to the customer or any agent or associate of the customer for any mistake or error in judgment or for any act or omission done in good faith and believed to be written in the scope of authority conferred or implied by the agreement. Initials
8. Unless otherwise specified provided for reference to any equipment, material, or patented process by trade name, make or catalog number is regarded as establishing a standard of quality and is not constructed as limiting competition NSS

may use that and necessities option to use any equipment, material, article or patented process that subsequently equal to that named. Initials _____

9. Customers may assign this agreement with the consent of NSS and so long as the assignee agrees to be bound by the terms of this agreement? In the event that the customer fails to pay any amount when due within three business days after receiving notice from NSS, NSS shall be entitled to accelerate all amounts to be paid under this agreement. In the event that the customer fails to pay the accelerated amount, such amount shall bear interest at the amount permitted in the state of Texas and NSS shall be entitled to place a lien on customer's property and take any other action permissible at law. Initials _____
10. This agreement may be amended only by an instrument in writing signed by the customer and NSS. Initials _____
11. Any notice required or permitted under the agreement must be in writing and may be given by regular mail. Personal delivery courier delivery. Electronic transmission, facsimile transmission or other commercially reasonable means and will be effective when actually received the address for the notice for the customer and NSS are set forth below by their respective signature and may be changed by written notice delivery as provided herein. Initials _____
12. His agreement shall be governed by the laws of the state of Texas. Venue is in the county and countries in which the work is completed. The address for which is set forth beneath customer signature here on. If either party retains an attorney to enforce this contract, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs and related expenses. Initials _____
13. This agreement is subject to chapter 27 of the Texas property code. The provisions of the chapter may affect customer's right to recover damages arising from the construction defect. If the customer has a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by this agreement, the customer must provide the notice required by chapter 27 of the Texas property code to NSS by certified mail. Return receipt requested not later than the 60th day before the date customer files suit to recover damages in the court of law or initiate arbitration. The notice must refer to chapter 27 of the Texas property code and must describe the construction defect if requested by NSS. Customers must provide NSS an opportunity to inspect and cure the defect as provided by section 27.004 of the Texas property code. Initials _____
14. This agreement constitutes the entire agreement of the customer and NSS. There are no representations agreements or promises between the parties that are not set forth in this agreement. If this agreement is executed in multiple counterparts and all counterparts taken together will constitute this agreement. This agreement is fully executed and effective as of the later of the two dates set forth below. Initials _____
15. YOU THE CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. Initial _____

CUSTOMER

Signature _____

Printed Name Damon Beirele

Title Commissioner Pct. X 2

Address 220 S. Pierce St., Burnet, TX 78611

Date March 11, 2025

Signature _____

Printed Name _____

Title _____

**3105 W. Slaughter Lane
Austin, Texas 78748**

Date _____



Alarm Account Checklist

Please confirm that all information in this form is correct and up to date. Please also ensure all fields requiring client information is filled out with the most up to date information. If any information in this form requires updating presently or in the future, please email support@nss1.org and CC info@nss1.org for assistance.

Paperwork in this document includes;

- Data Sheet Information
- Credit Card Information



Technician: NSS Tech

Office Manager: Sandy Nguyen

Client: Burnet County North Annex

Account #: 620-0497

Data Sheet Information



Alarm Type: Video Monitored ☒ Standard Burglary
Install Type: ☒ New Take Over
Business Type Residential ☒ Commercial

Company: Burnet County North Annex
Passcode: False Alarm > this is a word or phrase of your choice for
First Name: Amy when / if a false alarm is triggered. Give this
Last Name: Willeke phrase to the monitoring station to notify them to
Street Address: 1701 E. Polk St cancel police dispatch in the case of a false alarm.
City: Burnet
State: TX
Zip: 78611
Phone: (512) 715-5229 x 3 for your text & email notifications
(325) 716-8655 awilleke@burnetsheriff.com

Est. Install Date: TBD
Date Online: TBD
Panel Type: Qolsys IQ Panel 4
Technicians: NSS Tech
Permit #: N/A - City of Burnet does not require a permit.

Contact List:

Who should our monitoring station contact in the event of a tripped alarm?

Contact #1 Dispatch 512-756-0649 (land line - anyone who answers)
Contact #2 Chief Alan Trevino 737-251-3001
Contact #3 Sgt Amy Willeke 325-716-8655

LOCAL POLICE # Dispatch will contact necessary entities
LOCAL FIRE #
LOCAL EMS #

Customer Signature:

Monitoring Phone Number (800) 299-9900

Monitoring Acct. # 620-0497

Burnet County will pay entire invoice Net 30 by check on the next available commissioners court date after installation is complete.



Credit Card Information

***Card Information

NAME AS APPEARS ON CREDIT CARD: _____

Credit Card Number: _____

Billing Address:

Billing State:

Billing Zip:

CVV:

Expiration Date:

CARD TYPE

(e.g. Visa, Mastercard, Debit):

***Bank Account Information

Name of Bank:

Bank Account #:

Routing #:

MONTHLY RECURRING ON BILLED CHARGES US \$ \$35

ONE -TIME CHARGE AMOUNT: US \$

This form Authorize
as a one

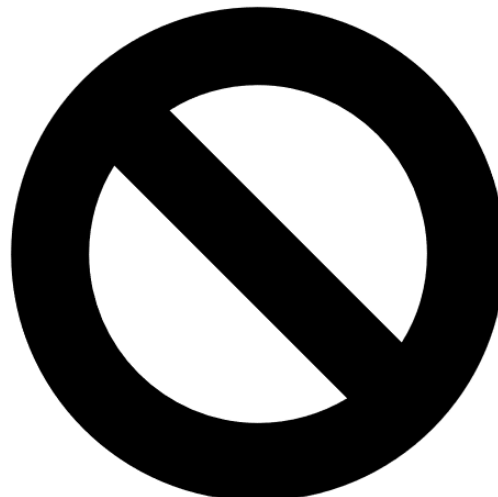
aid card or bank account
d agreement

Customer Signature:

Email Address:

Monitoring Phone Num
(800) 299-9900

620-0497



Notice of Permit Seizure



This is an official notice from NSS informing you that you must apply for and obtain an Alarm Permit for your local city/state.

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City of Burnet does not require permits for Alarms.

Customer Signature:

If you have any additional questions or concerns, please call the office at (512)712-4130 or email us at support@nss1.org.



NAME: Burnet County BUSINESS NAME: North Annex, 1701 E. Polk St. Burnet, TX 78611

CONTACT: Baliff Office North Annex PHONE: 512-756-8084

EMAIL: awilleke@burnetsheriff.com Billing ADDRESS: 220 S. Pierce St. Burnet, TX 78611

74-6000454
EIN/SOCIAL: _____

Burnet County of _____, Burnet Texas, Burnet Co (the "Customer") wishes to engage NET SOLUTIONS AND SECURITY LLC("NSS") of 3105 W. Slaughter Lane, Austin, Texas 78748 to provide the customer with the following improvements, including labor and installation (the "Improvements or Work") pursuant to this agreement (this Agreement):
BurglaryAlarms Access Control _____

* Total of entire project

1. Customer agrees to pay NSS the stipulated sum of \$ 23,955.76, due upon notice to the Customer by NSS that all of the Work is complete (the "Completion Date), and \$____ per month for _____ 12months/ _____24 months/ _____36 months (all such amounts, beings the "Contact Sum"). Customer and NSS agree the Customer's acceptance of the work will be conclusively presumed to constitute, NSS agree that the work will be conclusively presumed to constitute NSS' complete and full compliance with this Agreement. Initials:_____
2. This agreement will commence on the date that the agreement is signed by both Customer and NSS and will remain in full force and effect until both the work is complete and the customer has paid NSS the contract sum. Customer and NSS agree to cooperate with each other to enable the work to be complete and the contract sum paid. Initials_____.
3. Upon the completion date, NSS agrees to remove any debris and surplus materials related to the work. NSS warrants that the work meets the residential construction warranties adopted by the Texas Residential Construction Commission in effect as of August 30, 2009. NSS warrants in respect of the work and materials for one year after the completion date. The express warranty is given in lieu of an implied warranty if good and workmanlike construction , which is disclaimed. Initials:_____
4. Should NSS encounter concealed conditions when performing the work the contract sum and equitably adjusted by change order within twenty days after notice by NSS to the customer of the concealed conditions. Initials_____
5. NSS is under no duty to make any changes to the work unless and until a mutually agreeable change order or written modification to the agreement is signed by NSS and customer if customer at any time before ordering. The progress of work wants any modifications made to the work (changed work) customers will request in writing the NSS undertake the changed work. If NSS agrees to do the changed work and assess may submit to customer and estimate of cost of the changed work and an extension of completion date to reflect the additional time required for completing the work and changed work upon written agreement by customer and NSS with respect to the changed work, the contract some in the complete state will automatically adjust to the total agreed upon contract sum and the new completion date Initials_____
6. Time is over the essence unless otherwise specified it all references today's mean calendar days. Business days exclude all Saturdays and Sundays and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national Holiday, the obligation is performable on the next business day. Initials_____
7. NSS is an independent contractor as the term is defined in the construction industry. NSS has the right to subcontract any part or all of the work. Initials _____
NSS will not be liable to the customer or any agent or associate of the customer for any mistake or error in judgment or for any act or omission done in good faith and believed to be written in the scope of authority conferred or implied by the agreement. Initials_____
8. Unless otherwise specified provided for reference to any equipment, material, or patented process by trade name, make or catalog number is regarded as establishing a standard of quality and is not constructed as limiting competition NSS

may use that and necessities option to use any equipment, material, article or patented process that subsequently equal to that named. Initials _____

9. Customers may assign this agreement with the consent of NSS and so long as the assignee agrees to be bound by the terms of this agreement? In the event that the customer fails to pay any amount when due within three business days after receiving notice from NSS, NSS shall be entitled to accelerate all amounts to be paid under this agreement. In the event that the customer fails to pay the accelerated amount, such amount shall bear interest at the amount permitted in the state of Texas and NSS shall be entitled to place a lien on customer's property and take any other action permissible at law. Initials _____
10. This agreement may be amended only by an instrument in writing signed by the customer and NSS. Initials _____
11. Any notice required or permitted under the agreement must be in writing and may be given by regular mail. Personal delivery courier delivery. Electronic transmission, facsimile transmission or other commercially reasonable means and will be effective when actually received the address for the notice for the customer and NSS are set forth below by their respective signature and may be changed by written notice delivery as provided herein. Initials _____
12. His agreement shall be governed by the laws of the state of Texas. Venue is in the county and countries in which the work is completed. The address for which is set forth beneath customer signature here on. If either party retains an attorney to enforce this contract, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs and related expenses. Initials _____
13. This agreement is subject to chapter 27 of the Texas property code. The provisions of the chapter may affect customer's right to recover damages arising from the construction defect. If the customer has a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by this agreement, the customer must provide the notice required by chapter 27 of the Texas property code to NSS by certified mail. Return receipt requested not later than the 60th day before the date customer files suit to recover damages in the court of law or initiate arbitration. The notice must refer to chapter 27 of the Texas property code and must describe the construction defect if requested by NSS. Customers must provide NSS an opportunity to inspect and cure the defect as provided by section 27.004 of the Texas property code. Initials _____
14. This agreement constitutes the entire agreement of the customer and NSS. There are no representations agreements or promises between the parties that are not set forth in this agreement. If this agreement is executed in multiple counterparts and all counterparts taken together will constitute this agreement. This agreement is fully executed and effective as of the later of the two dates set forth below. Initials _____
15. YOU THE CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. Initial _____

CUSTOMER

Signature _____

Printed Name Damon Beirele

Title Commissioner Pct 2

Address 220 S. Pierce St., Burnet, TX 78611

Date March 11, 2025

Signature _____

Printed Name _____

Title _____

3105 W. Slaughter Lane
Austin, Texas 78748

Date _____



Alarm Account Checklist

Please confirm that all information in this form is correct and up to date. Please also ensure all fields requiring client information is filled out with the most up to date information. If any information in this form requires updating presently or in the future, please email support@nss1.org and CC info@nss1.org for assistance.

Paperwork in this document includes;

- Data Sheet Information
- Credit Card Information



Technician: NSS Tech

Office Manager: Sandy Nguyen

Client: Burnet County South Annex

Account #: 620-0500

Data Sheet Information

Alarm Type: Video Monitored ☒ Standard Burglary

Install Type: ☒ New Take Over

Business Type Residential ☒ Commercial

Company: Burnet County South Annex

Passcode: FALSE ALARM

First Name: Missy

Last Name: Bindseil

Street Address: 810 S Steve Hawkins Pkwy

City: Marble Falls

State: TX

Zip: 78654

Phone: (830) 798-3020

> this is a word or phrase of your choice for when / if a false alarm is triggered. Give this phrase to the monitoring station to notify them to cancel police dispatch in the case of a false alarm.

for your text & email notifications

Est. Install Date: TBD

Date Online: TBD

Panel Type: Qolsys IQ Panel 4

Technicians: NSS Tech

Permit #: N/A

Contact List:

Who should our monitoring station contact in the event of a tripped alarm?

Contact #1 DISPATCH (512) 756-0649 (LAND LINE - ANYONE WHO ANSWERS)

Contact #2 Chief Alan Trevino (737) 251-3001

Contact #3 Sgt. Amy Willeke (325) 716-8655

LOCAL POLICE # Dispatch will contact necessary entities

LOCAL FIRE #

LOCAL EMS #

Customer Signature:

Monitoring Phone Number (800) 299-9900

Monitoring Acct. # 620-0500

Burnet County will pay entire invoice Net 30 by check on the next available commissioners court date after installation is complete.

Credit Card Information



***Card Information

NAME AS APPEARS ON CREDIT CARD: _____

Credit Card Number: _____

Billing Address:

Billing State:

Billing Zip:

CVV:

Expiration Date:

CARD TYPE

(e.g. Visa, Mastercard, Debit):

***Bank Account Information

Name of Bank:

Bank Account #:

Routing #:

MONTHLY RECURRING ON BILLED CHARGES US \$ \$35

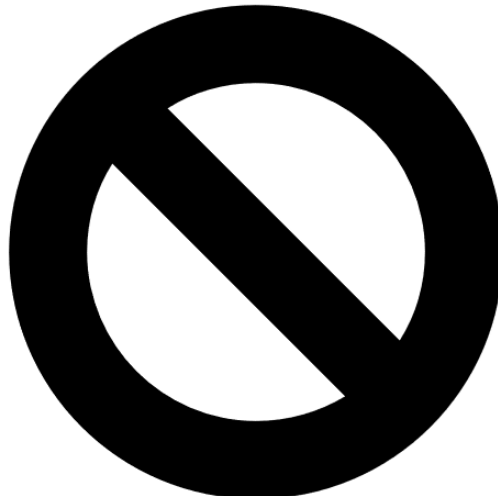
ONE -TIME CHARGE AMOUNT: US \$

This form Authorizes
as a one

id card or bank account
agreement

Customer Signature:

Email Address:



Monitoring Phone Numl
(800) 299-9900

620-0500

Notice of Permit Seizure



This is an official notice from NSS informing you that you must apply for and obtain an Alarm Permit for your local city/state.

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City of Marble Falls does not require permits for Alarms.

Customer Signature:

If you have any additional questions or concerns, please call the office at (512)712-4130 or email us at support@nss1.org.



NAME: Burnet County BUILDING NAME: South Annex, 810 S. STEVEHAWKINS PKWY, MARBLE FALLS, TX 78654

CONTACT: Missy Bindseil PHONE: (830) 798-3020

EMAIL: mbindseil@burnetcountytexas.org BILLING ADDRESS: 220 S. PIERCE ST, BURNET, TX 78611

EIN/SOCIAL: 74-6000454

Burnet County of _____, Burnet Texas, Burnet Co (the "Customer") wishes to engage NET SOLUTIONS AND SECURITY LLC("NSS") of 3105 W. Slaughter Lane, Austin, Texas 78748 to provide the customer with the following improvements, including labor and installation (the "Improvements or Work") pursuant to this agreement (this Agreement"): _____ BurglaryAlarms _____ Access Control _____.

* total of entire project

1. Customer agrees to pay NSS the stipulated sum of \$23,955.76, due NET 30 to the Customer by NSS that all of the Work is complete (the "Completion Date), and \$____ per month for _____ 12 months/ _____ 24 months/ _____ 36 months (all such amounts, beings the "Contact Sum"). Customer and NSS agree the Customer's acceptance of the work will be conclusively presumed to constitute, NSS agree that the work will be conclusively presumed to constitute NSS' complete and full compliance with this Agreement. Initials:_____
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6. Time is over the essence unless otherwise specified it all references today's mean calendar days. Business days exclude all Saturdays and Sundays and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national Holiday, the obligation is performable on the next business day. Initials_____
7. NSS is an independent contractor as the term is defined in the construction industry. NSS has the right to subcontract any part or all of the work. Initials _____
NSS will not be liable to the customer or any agent or associate of the customer for any mistake or error in judgment or for any act or omission done in good faith and believed to be written in the scope of authority conferred or implied by the agreement. Initials_____
8. Unless otherwise specified provided for reference to any equipment, material, or patented process by trade name, make or catalog number is regarded as establishing a standard of quality and is not constructed as limiting competition NSS

may use that and necessities option to use any equipment, material, article or patented process that subsequently equal to that named. Initials _____

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10. This agreement may be amended only by an instrument in writing signed by the customer and NSS. Initials _____
11. Any notice required or permitted under the agreement must be in writing and may be given by regular mail. Personal delivery courier delivery. Electronic transmission, facsimile transmission or other commercially reasonable means and will be effective when actually received the address for the notice for the customer and NSS are set forth below by their respective signature and may be changed by written notice delivery as provided herein. Initials _____
12. This agreement shall be governed by the laws of the state of Texas. Venue is in the county and countries in which the work is completed. The address for which is set forth beneath customer signature here on. If either party retains an attorney to enforce this contract, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs and related expenses. Initials _____
13. This agreement is subject to chapter 27 of the Texas property code. The provisions of the chapter may affect customer's right to recover damages arising from the construction defect. If the customer has a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by this agreement, the customer must provide the notice required by chapter 27 of the Texas property code to NSS by certified mail. Return receipt requested not later than the 60th day before the date customer files suit to recover damages in the court of law or initiate arbitration. The notice must refer to chapter 27 of the Texas property code and must describe the construction defect if requested by NSS. Customers must provide NSS an opportunity to inspect and cure the defect as provided by section 27.004 of the Texas property code. Initials _____
14. This agreement constitutes the entire agreement of the customer and NSS. There are no representations agreements or promises between the parties that are not set forth in this agreement. If this agreement is executed in multiple counterparts and all counterparts taken together will constitute this agreement. This agreement is fully executed and effective as of the later of the two dates set forth below. Initials _____
15. YOU THE CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. Initial _____

CUSTOMER

Signature _____

Printed Name DAMON BEIRELE

Title COMMISSIONER PCT X 2

Address 220 S. PIERCE ST. BURNET, TX 78611

Date MARCH 11, 2025

Signature _____

Printed Name _____

Title _____

3105 W. Slaughter Lane
Austin, Texas 78748

Date _____



Alarm Account Checklist

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Paperwork in this document includes;

- Data Sheet Information
- Credit Card Information



Technician: NSS Tech

Office Manager: Sandy Nguyen

Client: Burnet County Historic Jail

Account #: 620-0501

Data Sheet Information



Alarm Type: Video Monitored ☒ Standard Burglary

Install Type: ☒ New Take Over

Business Type Residential ☒ Commercial

Company: Burnet County Historic Jail

Passcode: False Alarm

First Name: Jana

Last Name: Teague

Street Address: 109 S Pierce St

City: Burnet

State: TX

Zip: 78611

Phone: (737) 251-3021

bmannings@burnetcountytexas.org

> this is a word or phrase of your choice for when / if a false alarm is triggered. Give this phrase to the monitoring station to notify them to cancel police dispatch in the case of a false alarm.

for your text & email notifications

Est. Install Date: TBD

Date Online: TBD

Panel Type: Qolsys IQ Panel 4

Technicians: NSS Tech

Permit #: N/A

Contact List:

Who should our monitoring station contact in the event of a tripped alarm?

Contact #1 Dispatch (512) 756-0649 (land line - anyone who answers)

Contact #2 Chief Alan Trevino (737) 251-3001

Contact #3 Sgt. Amy Willeke (325) 716-8655

LOCAL POLICE # Dispatch will contact necessary entities

LOCAL FIRE #

LOCAL EMS #

Customer Signature:

Monitoring Phone Number (800) 299-9900

Monitoring Acct. # 620-0501

Burnet County will pay entire invoice Net 30 by check on the next available commissioners court date after installation is complete.



Credit Card Information

***Card Information

NAME AS APPEARS ON CREDIT CARD: _____

Credit Card Number: _____

Billing Address:

Billing State:

Billing Zip:

CVV:

Expiration Date:

CARD TYPE

(e.g. Visa, Mastercard, Debit):

***Bank Account Information

Name of Bank:

Bank Account #:

Routing #:

MONTHLY RECURRING ON BILLED CHARGES US \$ \$35 First 7 months will be paid with buttons and installation.

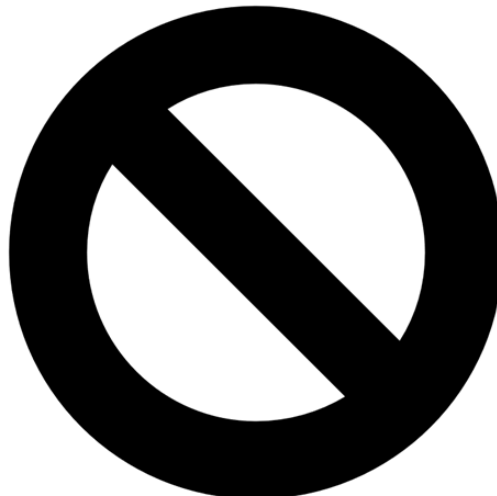
ONE -TIME CHARGE AMOUNT: US \$

This form Authorize
as a one

aid card or bank account
l agreement

Customer Signature:

Email Address:



Monitoring Phone Num
(800) 299-9900

620-0501

Notice of Permit Seizure



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City of Burnet does not require permits for Alarms.

Customer Signature:

If you have any additional questions or concerns, please call the office at (512)712-4130 or email us at support@nss1.org.



NAME: BURNET COUNTY BUSINESS NAME: HISTORIC JAIL 109 S. PIERCE ST, BURNET, TX 78611

CONTACT: Blair Manning PHONE: 737-251-3021

EMAIL: bmannings@burnetcountytexas.org BILLING ADDRESS: 220 S. PIERCE ST, BURNET, TX 78611

EIN/SOCIAL: 74-6000454

BURNET COUNTY of BURNET Texas, BURNET CO (the "Customer") wishes to engage NET SOLUTIONS AND SECURITY LLC("NSS") of 3105 W. Slaughter Lane, Austin, Texas 78748 to provide the customer with the following improvements, including labor and installation (the "Improvements or Work") pursuant to this agreement (this Agreement"):
☒ BurglaryAlarms ☐ Access Control ☐

1. Customer agrees to pay NSS the stipulated sum of \$ 2,565.00, due upon notice to the Customer by NSS that all of the Work is complete (the "Completion Date), and \$ per month for 12months/ 24 months/ 36 months (all such amounts, beings the "Contact Sum"). Customer and NSS agree the Customer's acceptance of the work will be conclusively presumed to constitute, NSS agree that the work will be conclusively presumed to constitute NSS' complete and full compliance with this Agreement. Initials:
2. This agreement will commence on the date that the agreement is signed by both Customer and NSS and will remain in full force and effect until both the work is complete and the customer has paid NSS the contract sum. Customer and NSS agree to cooperate with each other to enable the work to be complete and the contract sum paid. Initials .
3. Upon the completion date, NSS agrees to remove any debris and surplus materials related to the work. NSS warrants that the work meets the residential construction warranties adopted by the Texas Residential Construction Commission in effect as of August 30, 2009. NSS warrants in respect of the work and materials for one year after the completion date. The express warranty is given in lieu of an implied warranty if good and workmanlike construction , which is disclaimed. Initials:
4. Should NSS encounter concealed conditions when performing the work the contract sum and equitably adjusted by change order within twenty days after notice by NSS to the customer of the concealed conditions. Initials
5. NSS is under no duty to make any changes to the work unless and until a mutually agreeable change order or written modification to the agreement is signed by NSS and customer if customer at any time before ordering. The progress of work wants any modifications made to the work (changed work) customers will request in writing the NSS undertake the changed work. If NSS agrees to do the changed work and assess may submit to customer and estimate of cost of the changed work and an extension of completion date to reflect the additional time required for completing the work and changed work upon written agreement by customer and NSS with respect to the changed work, the contract some in the complete state will automatically adjust to the total agreed upon contract sum and the new completion date Initials
6. Time is over the essence unless otherwise specified it all references today's mean calendar days. Business days exclude all Saturdays and Sundays and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national Holiday, the obligation is performable on the next business day. Initials
7. NSS is an independent contractor as the term is defined in the construction industry. NSS has the right to subcontract any part or all of the work. Initials
NSS will not be liable to the customer or any agent or associate of the customer for any mistake or error in judgment or for any act or omission done in good faith and believed to be written in the scope of authority conferred or implied by the agreement. Initials
8. Unless otherwise specified provided for reference to any equipment, material, or patented process by trade name, make or catalog number is regarded as establishing a standard of quality and is not constructed as limiting competition NSS

may use that and necessities option to use any equipment, material, article or patented process that subsequently equal to that named. Initials _____

9. Customers may assign this agreement with the consent of NSS and so long as the assignee agrees to be bound by the terms of this agreement? In the event that the customer fails to pay any amount when due within three business days after receiving notice from NSS, NSS shall be entitled to accelerate all amounts to be paid under this agreement. In the event that the customer fails to pay the accelerated amount, such amount shall bear interest at the amount permitted in the state of Texas and NSS shall be entitled to place a lien on customer's property and take any other action permissible at law. Initials _____
10. This agreement may be amended only by an instrument in writing signed by the customer and NSS. Initials _____
11. Any notice required or permitted under the agreement must be in writing and may be given by regular mail. Personal delivery courier delivery. Electronic transmission, facsimile transmission or other commercially reasonable means and will be effective when actually received the address for the notice for the customer and NSS are set forth below by their respective signature and may be changed by written notice delivery as provided herein. Initials _____
12. His agreement shall be governed by the laws of the state of Texas. Venue is in the county and countries in which the work is completed. The address for which is set forth beneath customer signature here on. If either party retains an attorney to enforce this contract, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs and related expenses. Initials _____
13. This agreement is subject to chapter 27 of the Texas property code. The provisions of the chapter may affect customer's right to recover damages arising from the construction defect. If the customer has a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by this agreement, the customer must provide the notice required by chapter 27 of the Texas property code to NSS by certified mail. Return receipt requested not later than the 60th day before the date customer files suit to recover damages in the court of law or initiate arbitration. The notice must refer to chapter 27 of the Texas property code and must describe the construction defect if requested by NSS. Customers must provide NSS an opportunity to inspect and cure the defect as provided by section 27.004 of the Texas property code. Initials _____
14. This agreement constitutes the entire agreement of the customer and NSS. There are no representations agreements or promises between the parties that are not set forth in this agreement. If this agreement is executed in multiple counterparts and all counterparts taken together will constitute this agreement. This agreement is fully executed and effective as of the later of the two dates set forth below. Initials _____
15. YOU THE CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. Initial _____

CUSTOMER

Signature _____

Printed Name DAMON BEIRELE

Title COMMISSIONER PCT 1 2

Address 220 S. PIERCE ST, BURNET, TX 78611

Date MARCH 11, 2025

Signature _____

Printed Name _____

Title _____

3105 W. Slaughter Lane
Austin, Texas 78748

Date _____

STATE OF TEXAS §
 §
COUNTY OF BURNET §

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I

TERM AND EFFECTIVE DATE

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

ARTICLE II

DETENTION SERVICES

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

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

to BELL upon request.

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

ARTICLE III **FINANCIAL PROVISIONS**

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

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

ARTICLE IV
ACCEPTANCE OF INMATES

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

BURNET notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. BELL is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

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

ARTICLE V **MISCELLANEOUS**

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

To: **BURNET COUNTY**
Damon Beierle County Commissioner
220 S. Pierce St.
Burnet, Texas 78611

To: **BELL COUNTY**
David Blackburn, County Judge
101 E. Central Avenue
Mailing: PO box 768
Belton, TX 76513

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

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

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

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

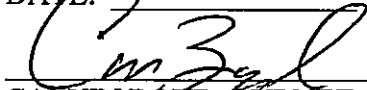
ARTICLE VI
EXECUTION

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

BURNET COUNTY, TEXAS:

DAMON BEIERLE, COUNTY COMMISSIONER

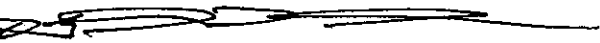
DATE: _____



CALVIN BOYD, BURNET COUNTY SHERIFF

DATE: 3-5-25

BELL COUNTY, TEXAS:



DAVID BLACKBURN, BELL COUNTY JUDGE

DATE: _____



BILL COOKE, BELL COUNTY SHERIFF

DATE: 2-25-25



**RON CUNNINGHAM
LLANO COUNTY JUDGE**

801 Ford St., Room 101 ~ Llano, Texas 78643
Office 325-247-7730 ~ Fax 325-247-7732
rcunningham@co.llano.tx.us

February 11, 2025

Vet Ride – Burnet County
c/o Burnet County Treasurer
220 S. Pierce
Burnet, Texas 78611

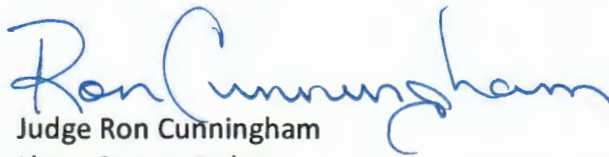
On February 10, 2025, the Llano County Commissioners approved the attached Contract. In order to receive the funds provided by the County, the following documentation will need to be received no later than September 30, 2025.

- 1.) Letter Requesting the funding. **Received**
- 2.) Financial year end report.
- 3.) Completed signed copy of the contract

All of the above documents are to be returned to my office at 801 Ford Street, Room 101, Llano, Texas 78643.

If you have any questions or concerns, feel free to contact me at 325.247.7730.

Thank you!


Judge Ron Cunningham
Llano County Judge

**CONTRACT BETWEEN LLANO COUNTY
AND
BURNET COUNTY - VETRIDE**

WHEREBY:

VETRIDE OF BURNET COUNTY

Hereinafter referred to as **VETRIDE**, provides the following described services to the County of Llano:

Providing Llano County Veterans and their spouses rides to appointments in Marble Falls, Lampasas, Austin, Cedar Park, Fredericksburg, Round Rock, San Antonio, Temple VA and Temple Scott & White.

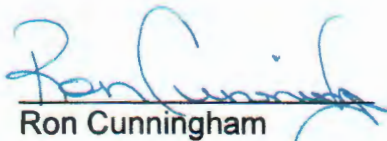
VETRIDE provides these services for an amount not to exceed **\$6,500.00** under this Agreement as provided for in the **FY2024-2025** Budget. The Commissioner's Court minutes and the Budget shall determine any discrepancies in payment, which are on record in the Office of County Clerk of Llano County. Any change in the Budget or moneys requested will require a written revision and approval by Commissioner's Court vote. This agreement is effective immediately and will expire on **09-30-2025**.

It is expressly provided that, **VETRIDE** will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of **VETRIDE** personnel or any of its actions. None of the actions or non-actions of **VETRIDE** are governed, controlled, or directed by the Commissioner's Court. Nothing in this agreement shall require Llano County or the Commissioner's Court to renew this agreement.

This Agreement contains the entire agreement between Llano County and

VETRIDE

and any modifications of this Agreement must be done in writing and be approved by the Commissioners' Court in open session.

 2/19/25

Ron Cunningham Date
Llano County Judge
801 Ford Street, Room 101
Llano, Texas 78643

Signature of Representative of Entity Date
VETRIDE
c/o Burnet County Treasurer
220 S. Pierce
Burnet, Texas 78611
Tax I.D.#74-6000454

Amendment No. 2 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 2 (the “**Amendment**”), is entered into this ____ day of March, 2025 by and between **Burnet County, Texas** (“**County**”), and **Aramark Correctional Services, LLC**, (“**Contractor**”) a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, PA 19103.

WHEREAS, County and Contractor entered into a Food Service Contract dated January 27, 2023 for the management of the food service operation at the Burnet County Jail (the “**Jail**”) (as amended, the “**Agreement**”);

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective February 20, 2025.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with Paragraph 6 of the Agreement, the parties agree that the per meal pricing charged to the County by Contractor shall be changed as set forth on Attachment A hereto as a result of changes in the Consumer Price Index. This pricing shall be effective from February 20, 2025, through February 19, 2026, and shall supersede in all respects the price per meal set forth in Paragraph 6 of the Agreement or in any other prior agreements between the parties.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

Burnet County, Texas

By: _____
Stephen Yarsinsky
Vice President, Finance

By: _____
Name: _____
Title: _____

Attachment A

Burnet County, Texas Effective February 20, 2025 through February 19, 2026

Population	Price Per Meal (\$)
300-349	1.951
350-399	1.677
400-449	1.584
450-500	1.512
501 and Up	1.454

Sponsored Event: May Fest (Highland Lakes Marble Falls Chamber of Commerce)

Date: May 1-4, 2025

Suggested sponsor level: Premier (\$750)

Proportionate logo on all promotions and publicity including print ads, press releases, flyers and posters

Logo on home page of events website

Hyperlink on events website and in email blasts

Banner space and signage displayed

On-air mentions on all radio interviews

Complimentary vendor booth (Burnet County Tourism is foregoing this)

Business mentions on Facebook page

5 Carnival wristbands

****Usage of five wristbands.** A giveaway will take place the week before the event on Burnet County Tourism's social media pages.

Use of HOT funds under the following:

b) Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

c) Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

Level Proposal

Presenting - \$2,500

- Prominent company logo (full size) on all promotions and publicity, including print ads, press releases, flyers, and posters
- Company poster/sign displayed as "Mayfest is brought to you by..." in the beverage/token booth area
- Company logo (full size) on home page of event website
- Hyperlink on event website and in email blasts
- Banner (provided by business) space and signage displayed
- On-Air Mentions on all radio interviews
- Complimentary vendor booth (only space is provided)
- Business mention on Facebook page (17k + followers)
- Announcer mentions your company on main stage
- 10 Carnival Wristbands

✦ Premier - \$750

- Proportionate company logo (1/2 size) on all promotions and publicity including print ads, press releases, flyers, and posters
- Company logo (1/2 size) on home page of event website
- Hyperlink on event website and in email blasts
- Banner (provided by business) space and signage displayed
- On-Air Mentions on all radio interviews
- Complimentary vendor booth (only space is provided)
- Business mention on Facebook page (17k + followers)
- 5 Carnival Wristbands

Spotlight - \$500

- Proportionate company logo (1/4 size) on all promotions and publicity, including print ads, press releases, flyers and posters
- Company logo on (1/4 size) on home page of event website
- Complimentary vendor booth (only space is provided)
- Business mention on Facebook page (17k + followers)
- 2 Carnival Wristbands

Contributing - \$250

- Company logo (1/8 size) on home page of event website
- Business mention on Facebook page (17k + followers)

BURNET COUNTY EVENT SPONSORSHIP APPLICATION
EVENT MUST BE OPEN TO THE PUBLIC

NAME OF EVENT: Mayfest

DATE(s) OF EVENT: May 1-4, 2025

CONTACT PERSON: Katie Savage

MAILING ADDRESS (street, city, state, zip) 916 2nd St., Marble Falls 78654

BOARD MEMBERS OF EVENT/ORGANIZATION (if applicable):

PROJECTED ATTENDANCE: 3,500
Please be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings

SPONSORSHIP LEVEL PROPOSAL: (include list of benefits)

Please see attachment

ADVERTISING/ MARKETING PLAN:

Newspaper, Social Media, Flyers, possibly the Radio

LIST OTHER SPONSORS PARTICIPATING:

Please see attachment

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: Katie Savage

Print name: Katie Savage

Title: Director of Special Events Date: March 3, 2025

Burnet County Tourism Contract

Attn: Blair Manning- Tourism & Marketing Director of Burnet County

Proposed by:

The 1 Community- Brian Stevens, Jacob Aston

Project Summary

Establish foundation/framework of photo, video, drone and social media mediums within adventure categories/destinations in Burnet County driving more heads in beds through “*Find your Adventure*” strategy.

Project Scope

“*Find your Adventure*” strategy= More heads in beds

- Timeline: **March-August 2025**
- Rate: **\$1,500.00 per month**
- **Content Deliverables (website, social media + ad formatting)**
 - Evergreen per month
 - Photos= 30-40
 - Production Videos= 8-10
 - Aerial/drone= 6-10
- **Project Management Deliverables**
 - Initial/1x Social Media Management audit
 - Initial/1x Website audit/framework
 - Create flowchart of products/categories
 - Tiered approach month over month, creating “Find your Adventure” interface
 - Manage and/or screen potential outside contributors
 - Influencers
 - Creators
 - Media
 - Community leaders (applicable to targeted categories)
 - Identify grant/bond opportunities to support efforts (if/when applicable)

Adventure Categories in Project Scope

- Boating
- Wake boarding, surfing + water skiing
- Paddle sports
 - Kayaking
 - SUP
- Fishing
- Trail running
- Hiking
- Cycling
 - Mountain Biking
 - Gravel
 - Road
- Power sports
 - Off-roading/wheeling
 - Adventure Moto
- Shooting sports
- Leisure
 - Wineries
 - Breweries
 - Distilleries
 - Local bites

Date:

By: _____

The 1 Community

Date:

By: _____

Burnet County

Burnet County Courthouse – Waterproofing & Material Displacement

PROPOSAL FOR FULL ARCHITECTURAL SERVICES

February 25, 2025

Karin Smith
Burnet County Auditor
133 E. Jackson Street
Burnet, TX 78611
Phone: 512.756-5466
Email: ksmith@burnetcountytexas.org

ARCHITEXAS is pleased to submit this proposal for full Architectural services for limited waterproofing and material displacement work at the existing Burnet County Courthouse.

Architexas (AT) visited the site on February 6th, 2025 and met with Karin Smith, Commissioner Dockery, and Richard, their facility personnel. AT walked the site and building and reviewed the following areas where active water intrusion was apparent and areas where material displacement was visible: (1) Displaced stone veneer at the northwest and southwest corners of the building and above 1st floor window on the west elevation of the building; (2) Water leaks in the basement at the perimeter walls and ceiling structure of the 1974 Addition, leaks were generally limited to the portion of the building completely below grade; (3) Water leaks in the basement in the original portion of the building, specifically the penetration through the west wall of electric room 004; (4) Displacement of the concrete slab at the 1st floor to the south of the elevator and settlement crack in the floor between the original building and the 1974 addition; (5) Displacement of the concrete slab along the south wall of the County Attorney Office 109A and; (6) Displacement of metal base at various locations throughout the 1st floor of the original building with worst conditions in County Attorney 113C.

The Burnet County Courthouse is a historic courthouse subject to the Texas Courthouse Law (Texas Government Code, Title 4, Chapter 442, Section 442.008) as well as listed on the National Register of Historic Places. Architexas will prepare and review documents in conformance with all legal requirements of THC review and approval.

ARCHITEXAS' role is to be the Prime Architect managing our consultant team from Schematic Design to preparation of Bid Documents through Construction Administration. Based upon our understanding of the project needs, we propose to provide the following services:

A/E SCOPE OF SERVICES

TASK 1 – INITIAL INVESTIGATION

TASK 2 – PREPARATION OF LIMITED CONSTRUCTION DOCUMENTS

TASK 3 – CONSTRUCTION ADMINISTRATION

ARCHITEXAS proposes the following consultants on this project based upon their previous experience on projects of similar scope:

Basic Services

Architectural
Structural

ARCHITEXAS
Architectural Engineering Collaborative (AEC)

Specialty Consultants

Waterproofing

Acton Partners

TASK 1 – INITIAL INVESTIGATION

- 1.1 Review existing original drawings, alterations drawings, etc... in areas of work
- 1.2 Review previous foundation waterproofing work by Arredondo Group out of San Antonio 210.645.681. We will call to understand scope of work and materials used for waterproofing the 1974 addition in previous 2010 project.
- 1.3 Limited investigation, probes/test pits, and destructive testing in areas of water intrusion and material displacement to determine cause of damage and options for repair.
 - A. AT and structural engineer shall visit the site to review conditions and select locations for probes/openings. At the same time AT shall field measure site, building, and details in area of work.
 - B. When probes/openings are ready to be reviewed, AT, structural engineer, and waterproofing consultant shall visit the site to review openings.
- 1.4 Preparation of base drawings

Note: Digging of test pits and opening of probes is not included in this proposal. AT will provide a Drawing with locations and a description of extent of removal and shall coordinate the work with the County.

TASK 2 – PREPARATION OF LIMITED CONSTRUCTION DOCUMENTS

- 2.1 Prepare Construction Documents, including Drawings and Specifications, necessary to describe the work. If competitive bidding is required, AT will prepare front end documents for bidding. If competitive bidding is not required AT can provide a list of restoration contractors to complete the work. Anticipate two submittals, 95% CD for Owner Review and Bid Documents (Signed and sealed).

TASK 3 – CONSTRUCTION ADMINISTRATION

- 3.1 After award of the Construction Contract, Architexas will provide general administration of the project construction and will be the Owner's representative during construction until final payment.

Below is a list of services to be provided by Architexas during the construction phase of the project.

- Review submittals and shop drawings
- Respond to contractor (RFI) Request for Information
- Prepare (ASI) Architects Supplemental Instructions as necessary
- Prepare proposal requests/change orders
- Review & certify the contractors monthly Application and Certificate for Payment
- Prepare Field Reports after each site visit
- Review mock-ups related to the project work
- Provide interpretations related to the Construction Documents

Architexas will observe conformance of the Construction Documents and has allowed for three (3) site visits for an anticipated two (2) month Construction Period. We anticipate the following meetings:

<u>Site Meeting</u>	<u>No. of Site Visits</u>
Site Visits	2 (assume 2 month construction period)
Punch List	1
Total Site Visits	3

COMPENSATION

Architexas proposes to provide basic services (Architecture/Structural Engineering Services) as outlined in this proposal for a fixed fee of \$35,550. Reimbursable expenses are estimated to be \$1,500. The fee will be invoiced monthly based on completion of each task at the values listed below:

TASK 1 – INITIAL INVESTIGATION (30%)	\$10,665
TASK 2 – PREPARATION OF CONSTRUCTION DOCUMENTS (40%)	\$14,220
TASK 3 – CONSTRUCTION ADMINISTRATION (30%)	\$10,665
SUBTOTAL	\$35,550
<u>REIMBURSABLE EXPENSES (estimated)</u>	<u>\$1,500</u>
TOTAL	\$37,050

SUPPLEMENTAL SPECIALTY SERVICES

The following stipulated sum services are in addition to the Basic Services above:

- 1. Waterproofing Consultant, review probes/test pits related to foundation waterproofing and provide recommendations for repair or new waterproofing system

\$4,015

REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are excluded from the compensation for professional fees. Reimbursable expenses include mileage, hotel, meals associated with travel, copying, plotting and printing of A/E in-house documents, postage, mileage, delivery expenses, telephone, surveying services, and parking.

ADDITIONAL SERVICES

Additional Services are those services not included in Basic Services and for which Architexas will receive additional compensation. Additional Services must be authorized by the Owner in writing and accepted by Architexas prior to initiation of additional work. If additional services are requested, they will be invoiced at the following hourly rates:

Senior Principal	\$300.00 / hour
Principal	\$250.00 / hour
Senior Associate	\$200.00 / hour
Architect / Project Manager	\$150.00 / hour
Design Staff / CADD	\$100.00 / hour
Administrative Assistant	\$100.00 / hour

OWNER RESPONSIBILITIES:

- 1. Provide copies of relevant drawings, photographs, reports, and any other available pertinent data
- 2. Access to all spaces to observe existing conditions
- 3. Access devices or equipment such as ladders for surveying
- 4. Materials Testing and laboratory services during construction
- 5. Printing of documents for Owner review and bidding. Architexas will provide electronic copies of documents for owner review and bidding.
- 6. Review deliverables and provide feedback and necessary approvals to proceed with subsequent tasks

EXCLUSIONS

The following services are not provided by Architexas and its consultants as part of this proposal:

- 1. Intrusive investigation to uncover concealed or underground work
- 2. Test pits or selective demolition to uncover concealed conditions
- 3. TDLR Review, Variance, and Inspection Fees
- 4. Testing laboratory services, including materials testing
- 5. Hazardous materials monitoring services during construction
- 6. Detailed quantity take-offs or estimates of construction cost
- 7. Site visits beyond those indicated in this proposal
- 8. Modifications to the Construction Documents after receiving approvals from the Owner.
- 9. Preparation of multiple bid packages
- 10. Building permit application, by contractor

AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to continuing work with Burnet County.

Authorized Owner Representative:

Architexas:

Owner representative

Susan Frocheur RA NCARB, Principal

Print

Susan Frocheur

Print

Date

February 28, 2025

Date

The services above will be performed in accordance with the following Terms and Conditions:

Terms and Conditions

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Owner acknowledges that some exploratory work may be required to examine concealed conditions and the Owner will be notified of potential areas of work before any work is performed. The Firm will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client and Firm shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Termination of Services:

This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Hazardous Materials Indemnity

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultant's (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Information Provided By Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$39,565.00, whichever is less. Liability due to gross negligence is not limited by this paragraph.

Proprietary Information

Proprietary Information: All portions of this proposal are considered by the Architexas team to be trade secrets and proprietary information which if released without Architexas permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the Architexas team.

Licensure: In accordance with State law, you are hereby notified of the following: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Burnet County Courthouse – Waterproofing & Material Displacement

PROPOSAL FOR FULL ARCHITECTURAL SERVICES

February 25, 2025

Karin Smith
Burnet County Auditor
133 E. Jackson Street
Burnet, TX 78611
Phone: 512.756-5466
Email: ksmith@burnetcountytexas.org

ARCHITEXAS is pleased to submit this proposal for full Architectural services for limited waterproofing and material displacement work at the existing Burnet County Courthouse.

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The following services are not provided by Architexas and its consultants as part of this proposal:

- 1. Intrusive investigation to uncover concealed or underground work
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- 4. Testing laboratory services, including materials testing
- 5. Hazardous materials monitoring services during construction
- 6. Detailed quantity take-offs or estimates of construction cost
- 7. Site visits beyond those indicated in this proposal
- 8. Modifications to the Construction Documents after receiving approvals from the Owner.
- 9. Preparation of multiple bid packages
- 10. Building permit application, by contractor

AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to continuing work with Burnet County.

Authorized Owner Representative:

Architexas:

Owner representative

Susan Frocheur RA NCARB, Principal

Print

Susan Frocheur

Print

Date

February 28, 2025

Date

The services above will be performed in accordance with the following Terms and Conditions:

Terms and Conditions

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Owner acknowledges that some exploratory work may be required to examine concealed conditions and the Owner will be notified of potential areas of work before any work is performed. The Firm will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client and Firm shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Termination of Services:

This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Hazardous Materials Indemnity

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultant's (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Information Provided By Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$39,565.00, whichever is less. Liability due to gross negligence is not limited by this paragraph.

Proprietary Information

Proprietary Information: All portions of this proposal are considered by the Architexas team to be trade secrets and proprietary information which if released without Architexas permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the Architexas team.

Licensure: In accordance with State law, you are hereby notified of the following: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

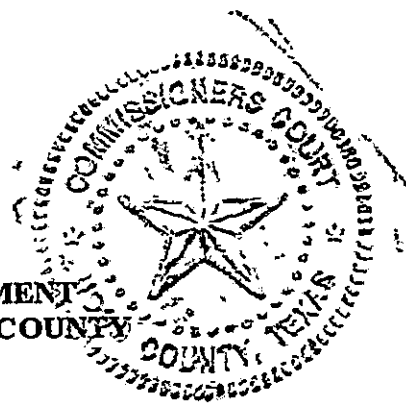
STATE OF TEXAS

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COUNTY OF BURNET

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I

TERM AND EFFECTIVE DATE

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

ARTICLE II DETENTION SERVICES

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

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

transportation of inmates between the BURNET County Jail and the HOOD Facility. BURNET agrees to provide ambulance and other transportation for HOOD inmates to and from local off-site medical facilities and will invoice HOOD in accordance with Article 2, Section 7.

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

ARTICLE III **FINANCIAL PROVISIONS**

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

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

ARTICLE IV **ACCEPTANCE OF INMATES**

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

responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

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

ARTICLE V MISCELLANEOUS

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

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

To: **HOOD COUNTY**
Ron Massingill, County Judge
100 E. Pearl St.
Granbury, TX 76408

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

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

accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

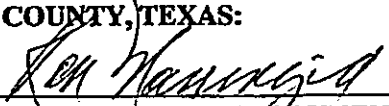
In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

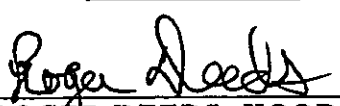
DAMON BEIRLE, SENIOR COMMISSIONER
DATE: _____

CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

HOOD COUNTY, TEXAS:



RON MASSINGILL, HOOD COUNTY JUDGE
DATE: 2-25-2025



ROGER DEEDS, HOOD COUNTY SHERIFF
DATE: 2-25-2025

Flock Safety + TX - Burnet County

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kevin Cutler
kevin.cutler@flocksafety.com
+13103076009

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	TX - Burnet County	Initial Term:	24 Months
Legal Entity Name:	TX - Burnet County	Renewal Term:	24 Months
Accounts Payable Email:	hstinehour@burnetsheriff.com	Payment Terms:	Net 30
Address:	220 S. Pierce St. Burnet, Texas 78611	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$10,000.00
Flock Safety LPR Products			
Flock Safety Falcon ® Flex Bundle	Included	2	Included
Flex - Trailer Kit	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Custom One-Time Fee	\$12,000.00	2	\$24,000.00

Subtotal Year 1:	\$34,000.00
Annual Recurring Subtotal:	\$10,000.00
Estimated Tax:	\$0.00
Contract Total:	\$44,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

- Custom One-Time Fee: All Traffic Solutions Flock Approved Trailer - ATS-5 120W Trailer w/ Shield 15 Radar Speed Sign

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$34,000.00
Annual Recurring after Year 1	\$10,000.00
Contract Total	\$44,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Custom One-Time Fee	<em style="">All Traffic Solutions Flock Approved Trailer - ATS-5 120W Trailer w/ Shield 15 Radar Speed Sign
Flock Safety Falcon ® Flex Bundle	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flex - Trailer Kit	Falcon 2.2 Camera and Standard DC kit to support deployment installed by customer on a mobile trailer

FlockOS Features & Description

FlockOS Features	Description
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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Burnet County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4. 1.2

“**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage. 1.5.

“**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

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1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with

such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or

profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password

information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

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ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges

that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data. 4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such 6 Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution.** Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party).

Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or

any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

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amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency,

receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “***Defect***”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS.

FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

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8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C)

COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

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NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee

schedule attached as Appendix C and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

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chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

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terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise. **11.14 Notices.** All notices under this Agreement will be in writing and will be deemed

to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability

(errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

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(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

March 6, 2025

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

Work to be performed prior to September 30, 2025.

CR 409: +/-1.1 mile

Project scope: Continuous double yellow thermoplastic striping and yellow reflective centerline markers.

Quantities:

+/- 5,808 LF of double yellow striping at \$1.00/LF = \$5,808.00

Yellow Reflective markers (RPM) every 40' = 145 markers @ \$5.00 each = \$725.00

Total for CR 409 approximately = \$6,533.00

TOTAL WORK ORDER NTE = \$6,700 out of 4920 "Contract Labor"

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

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and Burnet County, TX ("Client"), having its principal offices at 220 S Pierce Street, Burnet, Texas 78611.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If a SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice. Deckard agrees that in the event that Client fails to timely pay an invoice, Client must adhere to Texas Law regarding payment of late fees.

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court

of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; **(b)** any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of California, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in San Diego County, California.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause. Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or

other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

In the case of Deckard

Thomas Hemmings

Title: CFO

1620 Fifth Ave Suite 400

San Diego, CA 92101

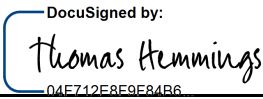
23.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

By:  _____
04E712E8E9E84B6

By: _____

Print Name: Thomas Hemmings

Print Name: _____

Date: 3/5/2025

Date: _____

Title: Chief Financial Officer

Title: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and Burnet County, TX dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals (“STRs”) on all identifiable properties within the County of: Burnet in the State of Texas based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

2. Designated Geography. Unincorporated Burnet County, Texas

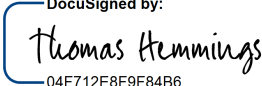
- 3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.
- 4. **Fees; Payments.**
 - 4.1. Annual Software Subscription: \$12,000 (Identification, Compliance Monitoring and Rental Activity based on properties that are listed in Rentalscape as identified STRs). We approximate 400 properties by the end of year one as being Monitored in Rentalscape.
 - 4.2. Outreach Campaign: \$4,000 to drive compliance. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.
 - 4.3. Optional Expert Services upon Request by the City/County are available at \$250 per hour.
 - 4.4. Maximum Price: In no event will the total subscription fees in the first year exceed \$16,000.
 - 4.5. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

DocuSigned by:

By: 04F712E8F9F84B6
Print Name: Thomas Hemmings
Date: 3/5/2025
Title: Chief Financial officer

By: _____
Print Name: _____
Date: _____
Title: _____